



AGENDA

February 21, 2018

CITY COUNCIL CLOSED SESSION

4:30 p.m.

Hutchison Conference Room - 311 Vernon Street

CITY COUNCIL MEETING

HOUSING AUTHORITY MEETING

7:00 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

CLOSED SESSION

4:30 p.m.

Public Employee Performance Evaluation

Pursuant to Government Code Section 54957(b)(1) and 54957.6(a):

Performance evaluation/goal setting of the City Manager and the City Attorney

Conference with labor negotiator: Mary Egan

Regarding compensation/fringe benefits of unrepresented employees

CONTACT: Kelly Wickline 916-774-5362 kwickline@roseville.ca.us

1. CALL TO ORDER

2. ROLL CALL

Vice Mayor: Bonnie Gore

Councilmember: Scott Alvord

Councilmember: Tim Herman

Councilmember: John Allard

Mayor: Susan Rohan

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

All Items on the agenda will be open for the public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the

agenda and stay within a five (5) - minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

6. CONSENT CALENDAR

NOTICE TO THE PUBLIC

All matters listed under Consent Calendar are considered to be routine and all will be passed by one motion. There will be no discussion of these items unless members of the City Council or the public request specific items be removed from the Consent Calendar for separate discussion. Any member of the public may address the City Council on items on the Consent Calendar. Public comments on any item or items on the Consent Calendar are limited to five (5) minutes per speaker

BEGINNING OF CONSENT CALENDAR

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of January 17, 2018 City Council meeting.

CC #: 9074

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Bids / Purchases / Services

6.2. Natural Gas - Agreement

Memo from Administrative Analyst Rodney Funke and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 18-61 APPROVING A NATURAL GAS PURCHASE AGREEMENT AMENDMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve an award of contract to Commercial Energy of Montana, Inc. dba Commercial Energy of California ("Commercial Energy") to supply natural gas in accordance with RFP 01-019 at a number of City facilities. The total annual value of the agreement is estimated at \$300,000.00. Staff requests authorization to renew the bid contract without further Council approval, pending

budget approval each year. Funding for natural gas is included in each divisions' FY2017-18 budget.

CC #: 9062

File #: 0203-04

CONTACT: Rodney Funke 916-774-5561 rfunke@roseville.ca.us

6.3. Software Interface - Contract Amendment

Memo from Police Administrator Claudia Harlan and Police Chief James Maccoun recommending Council adopt RESOLUTION NO. 18-60 APPROVING AMENDMENT #1767-18A1A TO THE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND TYLER TECHNOLOGIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council authorize an amendment to an existing agreement with Tyler Technologies for an enhanced Thinkstream interface. The enhancement will add additional alert information to a super-query function for police officers, dispatchers and other authorized police users. The enhancement will cost \$3,840.00, and sufficient funds are available in the Computer Aided Dispatch System/Records Management System Capital Improvement project.

CC #: 9061

File #: 0323

CONTACT: Claudia Harlan 916-774-5003 charlan@roseville.ca.us

6.4. Lab Testing Services (RFP 08-034) - Professional Services Agreement

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-58 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND VITISYSTEMS, INC. DBA CALTEST ANALYTICAL LAB, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City contracts with outside analytical laboratories to perform permit required analysis that cannot be performed at the City's Water Quality Laboratories. This professional services agreement includes up to four optional one-year renewals authorized by staff, with Vitisystems, Inc. dba Caltest Analytical Lab for lab testing services. The total annual cost of this agreement will not exceed \$120,000.00. Funding is included in the Wastewater Fund through the approved annual Environmental Treatment Laboratory Budget.

CC #: 9058

File #: 0203-09

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

6.5. Public Safety Radio Equipment - Purchase Order

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee recommending Council approve the purchase of public safety radio equipment from RELM Wireless Corporation, through the use of the State of Washington NASPO ValuePoint Cooperative Purchasing Organization Master Price Agreement #06913 pursuant to participating Addendum Number

7-16-58-15 between the State of California Department of General Services and RELM Wireless. These radios are required for common communications between engines, trucks, and individual members while operating on fires, medical responses, hazardous materials incidents, rescues, floods, and other emergencies. The estimated cost of the purchases for FY2017-18 is approximately \$60,000.00 and funding is included in the Fire Department Support Services budget for FY2017-18 budget for communications equipment.

CC #: 9073

File #: 0203-05

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

6.6. Accela e-PlanCheck Software Licenses and Annual Maintenance - Purchase Order

Memo from Information Technology Program Manager Art Vogtlin and Chief Information Officer Hong Sae recommending Council approve the extension of purchasing authority originally granted by Council on June 1, 2016 for Accela e-PlanCheck software licenses and annual maintenance into FY2017-18. Vendor required system upgrades extended the e-PlanCheck project, and purchase authority for licensing and maintenance lapsed before purchasing was complete. The vendor has agreed to extend the same pricing from the same State of California DGS contract (SLP-16-70-0027L). Funding is included in the Accela System Capital Improvement Project and Development Services operating budget.

CC #: 9059

File #: 0203-06

CONTACT: Art Vogtlin 916-774-5111 avogtlin@roseville.ca.us

6.7. Electronic Citation System - Contract Amendment

Memo from Police Administrator Claudia Harlan and Police Chief James Maccoun recommending Council adopt RESOLUTION NO. 18-54 APPROVING AMENDMENT #1767-18A2A TO THE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND TYLER TECHNOLOGIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council authorize an amendment to an existing agreement with Tyler Technologies to provide electronic citation software, hardware and interfaces to the Police Department's law enforcement records system. The total amount of the agreement is \$163,592.00 for a one-time fee, \$7,280.00 for hosting services the first year, and \$29,120.00 for the second year of maintenance and hosting services. Funds for the first year are available from savings transferred from the FY2017 ending balance to the General Capital Equipment Fund, and from the Computer Aided Dispatch System/Records Management System Capital Improvement Project.

CC #: 9050

File #: 0323

CONTACT: Claudia Harlan 916-774-5003 charlan@roseville.ca.us

6.8. 65 and 95 Gallon Waste Containers - Purchase Order

Memo from Refuse Superintendent Shelly Tilley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-52 APPROVING A PURCHASE ORDER FOR WASTE CONTAINERS. Staff recommends Council approve purchase orders to Rehrig Pacific Company utilizing the US Communities contract RFP-00254 for the purchase of automated residential waste containers on an as-needed basis. The total estimated annual cost for the waste containers, including tax and delivery is \$330,000.00, or not to exceed departmental budgeted amounts. Funding of \$165,000.00 in FY2017-18 is included in the Solid Waste Division's Capital Purchases approved budget. Staff requests authorization for three optional one-year renewals without further Council approval utilizing the US Communities contract, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 9047

File #: 0203-09

CONTACT: Shelly Tilley 916-774-5785 stilley@roseville.ca.us

6.9. Dumpster Repair (RFQ 01-3160) - Purchase Order

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 18-53 APPROVING A PURCHASE ORDER FOR DUMPSTER REPAIR. Staff recommends Council approve purchase orders to McLaughlin Waste Equipment, Inc. for dumpster repairs. The Environmental Utilities Solid Waste Division has a recurring demand to refurbish dumpsters for reuse. The total estimated cost from date of contract award through June 30, 2019 is \$90,000.00 or not-to-exceed department budgeted amounts. Funding is included in the Environmental Utilities Solid Waste Division's FY2017-18 budget and in their proposed FY2018-19 budget pending Council approval. Staff request authorization to renew without further Council approval.

CC #: 9049

File #: 0203-09

CONTACT: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

6.10. Vehicle Purchase

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Oroville Ford, Inc. for two Ford F250 utility body trucks utilizing RFQ 01-3163. The total cost including options and sales tax is \$78,476.23. Funding is included in the FY2017-18 Auto Replacement budget.

CC #: 9063

File #: 0203-01

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

6.11. Asset Management Consulting Services - Service Agreement Amendment

Memo from Information Technology Programs Manager Duke Arakaki and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 18-59 APPROVING AMENDMENT NO. 2 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SIXTY SEVEN SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1708232). This is a request of Council to approve a contract amendment to change the chart of accounts in the Maximo Asset Management system in the amount of \$60,000.00 and to extend the term of the agreement by one year to expire on June 30, 2019. This brings the total not-to-exceed contract amount to \$279,800.00. Funding is included in the Enterprise Resource Planning Project Capital Improvement Project budget.

CC #: 9060

File #: 0800-05

CONTACT: Duke Arakaki 916-774-5212 darakaki@roseville.ca.us

Resolutions

6.12. Labor Relations Consulting Services - Professional Services Agreement

Memo from Human Resources Analyst Susan Schinnerer and Human Resources Manager Gayle Satchwell recommending Council adopt RESOLUTION 18-55 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BURKE, WILLIAMS & SORENSEN, LLP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve a professional services agreement in the amount of \$200,000.00 for labor relations consulting services. The Human Resources Department has \$50,000.00 budgeted in FY2017-18 for this purpose. For FY2018-19, fund utilization will require approval.

CC #: 9051

File #: 0600

CONTACT: Susan Schinnerer 916-774-5204 sschinnerer@roseville.ca.us

6.13. Street Closure Request - Revolution Run - March 10, 2018

Memo from Recreation Superintendent Jeff Nereson and Park, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-57 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN ADAMS ACADEMIES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The requested street closure is scheduled for Saturday, March 10, 2018 for the Revolution Run hosted by John Adams Academy. The number two northbound lane of Harding Boulevard will be closed between Lead Hill Blvd. and Wills Road. There will be no fiscal impact to the City as the applicant will reimburse the City for all staff time and resources.

CC #: 9057

File #: 0109-02

CONTACT: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

6.14. Well #6 Pump Repair Project - Service Agreement Amendment

Memo from Senior Engineer Luz "Nina" Buelna and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-65 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND EATON DRILLING COMPANY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703241). City staff discovered that Well #6 pump shaft had seized and was not functioning properly. The amount of work required to fix it exceeds the original pump maintenance project contract limit by \$55,873.33 bringing the total service agreement amount to \$77,618.77. Eaton is the only contractor in the region that can perform this specific type of well repair work. Additionally, the term of the agreement has been extended by one year to February 29, 2019. Funding for this project is provided in the Water Rehabilitation Fund.

CC #: 9075

File #: 0203-09

CONTACT: Luz "Nina" Buelna 916-774-5688 nbuelna@roseville.ca.us

6.15. Community Development Block Grant Agreement with Advocates for Mentally Ill Housing, Inc

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 18-64 APPROVING A REGULATORY AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR MENTALLY ILL HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests Council approve the City Manager's execution of the drafted regulatory agreement and corresponding Deed of Trust documents for the previously-approved rehabilitation work on a locally-owned Advocates for Mentally Ill Housing using federal Community Development Block Grant funding. This item and these agreements do not impact the General Fund.

CC #: 9068

File #: 0113-02 & 0709

CONTACT: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

6.16. Housing Authority/City Council - Housing Authority and Division Signing Authorities

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 1-18 REVIEWING A CONFLICT OF INTEREST CODE, REPEALING RESOLUTION 5-16 AND UPDATING HOUSING AUTHORITY MEMBERS; and adopt RESOLUTION NO. 18-63 DELEGATING AUTHORIZED REPRESENTATIVE ROLE TO THE HOUSING MANAGER. This item approves the City Manager's delegation of authorizations under housing contracts and grants to the City's Housing Manager. This does not impact the

General Fund and further streamlines the processing of contract documents.

CC #: 9067

File #: 0103-03-02

CONTACT: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Chris Robles 916-774-5421 crobles@roseville.ca.us

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

6.17. Emergency Vehicle Access Road - Phillip Road to Westbrook Boulevard - Budget Adjustment

Memo from Associate Engineer Hossein Naghibzadeh and Public Works Director Rhon Herndon recommending Council adopt ORDINANCE NO. 5935 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council approve a \$30,000.00 budget adjustment to construct the Phillip Road to Westbrook Boulevard Emergency Vehicle Access (EVA) road. The EVA will be temporarily used primarily by the City's Fire Department until the next segment of Blue Oaks Boulevard extending to the west is constructed. This project is funded with Strategic Improvement Funds. No General Funds will be used for this project.

CC #: 9054

File #: 0900-04 & 0201-01

CONTACT: H. Naghibzadeh 916-746-1300 hnaghibzadeh@roseville.ca.us

6.18. Network Infrastructure Improvements Capital Improvement Program - Budget Adjustment

Memo from Information Technology Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council adopt ORDINANCE NO. 5934 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Funds were budgeted in FY2016-17 to pay for the approved Network Infrastructure Improvement Annual Capital Improvement Project, however, the work for this was not completed or invoiced inside FY2016-17 for the remainder of the work completed in August of 2017. Staff requests approval of a budget adjustment transferring \$108,396.00 from FY2016-17 to FY2017-18.

CC #: 9052

File #: 0800-05 & 0201-01

CONTACT: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

6.19. Water Treatment Plant Programmable Logic Controllers Rehabilitation Project - Budget Adjustment

Memo from EIM Systems Coordinator Charles Aycock and Environmental

Utilities Director Richard Plecker recommending Council adopt ORDINANCE NO. 5938 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting approval of a budget adjustment in the amount of \$575,000.00 to provide initial project funding for City staff support to develop drawings and other technical content required for a future Design-Build Request for Proposal. The programmable logic controllers (PLC's) at the City's Water Treatment Plant are small industrial specialty computers that interface to the supervisory control system which monitors and controls the water treatment plant. The existing PLCs are at end of life, and need to be replaced before spare parts and technical support are no longer available. Funding is provided for in the Water Rehabilitation Fund which comes from water utility rates.

CC #: 9065

File #: 0800-02 & 0201-01

CONTACT: Charles Aycock 916-746-1887 caycock@roseville.ca.us

6.20. Recycled Water Expansion Feasibility Evaluation - Professional Services Agreement and Budget Adjustment

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-56 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND STANTEC CONSULTING SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5936 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council approve a budget adjustment to transfer \$625,000.00 from the Wastewater Rehabilitation Fund to the Feasibility Evaluation of Expanding the Recycled Water Program Project, and approve a professional services agreement for the Feasibility Evaluation of Expanding the Recycled Water Program with a not-to-exceed amount of \$608,406.00. The budget transfer amount will fund the scope of work under this agreement, including City staff time.

CC #: 9055

File #: 0201-01 & 0800-02

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

6.21. Wastewater Treatments Plant Condition Assessments - Professional Services Agreement Amendment and Budget Adjustment

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-62 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE

IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5937 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council approve a budget adjustment and professional services agreement amendment to fund a 42-inch trunk sewer repair and the work that will be performed by City crews to remove a bridge pile that has penetrated the pipe and is obstructing flow. The budget adjustment is to transfer \$391,996.00 from the Wastewater Rehabilitation Fund to the Wastewater Treatment Plants Condition Assessment Project, and will fund the repairs. The total cost of the repairs is \$391,996.00.

CC #: 9064

File #: 0900-02

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

Reports / Requests

6.22.Hewlett Packard Office Condominium Project - Parcel Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council approve the Hewlett Packard Office Condominium Project parcel map. Engineering staff has completed its review of the parcel map and found it to be in compliance with the approved tentative map. This map will be creating one commercial office condominium project parcel allowing the owner to create up to 20 office condominium units. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9066

File #: 0400-07

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

6.23.Development Agreement Review 2008-2017

Memo from Administrative Analyst Brandy LeBeau and Development Services Director Kevin Payne recommending Council approve a consolidated review covering currently active development agreements between the City and landowners within sixteen sub-areas that have been entitled for urban development, including fourteen Specific Plan areas, and specific projects in the Infill area and North Industrial plan area.

CC #: 9048

File #: 0400-05

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

6.24.Out of State Travel Request - City Manager's Office

Memo from Executive Assistant Kelly Wickline recommending Council approve out-of-state travel for Vice Mayor Bonnie Gore and City Manager Rob Jensen to participate in the 2nd Annual Capital Region Executive Leadership Mission trip to Washington D.C. from March 4-7, 2018. The estimated total cost for travel, hotel and conference attendance is \$7,600.00. Funds are available in

the City Council, City Manager, Environmental Utilities, and Roseville Electric FY2017-18 budgets.

CC #: 9069

File #: 0600-02

CONTACT: Kelly Wickline 916-746-1350 kwickline@roseville.ca.us

6.25. Out of State Travel Request - Parks, Recreation & Libraries Department

Memo from Parks, Recreation & Libraries Director Dion Louthan requesting Council approve an out-of-state travel request for the Parks, Recreation and Libraries Director Dion Louthan to attend The Parks & Recreation Summit in Atlanta, GA, April 23-25, 2018. All costs including airfare, hotel, meals and transportation in Georgia, are covered by the Summit. There is no fiscal impact to the General Fund.

CC #: 9053

File #: 0600-02

CONTACT: Dion Louthan 916-774-5131 dlouthan@roseville.ca.us

6.26. Out of State Travel Request - Fire Department

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee requesting Council approval of out-of-state travel for Fire Battalion Chief Chris Baker to attend the International Wireless Communications Expo in Orlando, Florida, from March 5 - 9, 2018. The International Wireless Communications Expo provides training on current public safety radio, data, computer, dispatch technology and operational topics. The event also hosts meetings for public safety practitioners to collaborate with industry associations and federal officials working on standards and legislative committees affecting public safety communications. All costs related to travel, transportation, lodging and per diem, will be paid using funds included in the Fire Department's current fiscal year budget, and will not exceed \$1,900.00. Registration and educational expenses are being covered by the International Wireless Communication Expo.

CC #: 9056

File #: 0600-02

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

Ceremonial Documents

6.27. Resolution of Commendation and Appreciation to Christopher Robles

Christopher Robles be commended for his 28 years of outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 9070

File #: 0102-10

CONTACT: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

6.28. Resolution of Commendation and Appreciation to William E. Aiken

William E. Aiken be commended for his 27 years of outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 9071

File #: 0102-10

CONTACT: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

END OF CONSENT CALENDAR

7. APPOINTMENTS

7.1. Board of Appeals - Unscheduled Vacancy Appointment

Appoint one (1) applicant to the Board of Appeals to fill an unscheduled vacancy with a term ending December 31, 2019 from the two (2) applications received by Herbert Long and Andrew Haydu.

CC #: 9072

File #: 0103 & 0103-41-02

CONTACT: Kelly Adams 916-774-5264 kadams2@roseville.ca.us

8. COUNCIL / STAFF / REPORTS/ COMMENTS

9. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 9074
File #: 0102-03

Title: Minutes of Prior Meetings
Contact: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Recommend Council approve the Minutes of January 17, 2018 City Council meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Sonia Orozco, City Clerk

A handwritten signature in blue ink, appearing to read "Sonia Orozco", is written over a horizontal line.

Rob Jensen, City Manager

ATTACHMENTS:

Description

January 17, 2017 City Council Minutes



MINUTES
January 17, 2018

CITY COUNCIL MEETING
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan called the January 17, 2018 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan

Present: Allard, Alvord, Herman, Gore, Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Dry Creek Community 4-H Club members.

4. MEETING PROCEDURES

Assistant City Clerk Audrey Byrnes announced the procedures for addressing Council.

5. PUBLIC COMMENTS

No public comment received.

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Tim Herman, seconded by John Allard, to approve the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

Bids / Purchases / Services

6.1. Harding to Royer Bike Trail Segment 3 Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council approve the plans and specifications for the Harding to Royer Bike Trail Segment 3 Project and authorize staff to call for bids. The estimated cost for the project is \$415,500.00. The project will be paid for with Transportation Development Act funds. This final Segment (Segment 3) will extend the bike trail near Folsom Road to the existing bike trail adjacent to the public parking lot south of relocated Fire Station No. 1 on Lincoln Street.

CC #: 8998

File #: 0721-05

CONTACT: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

6.2. Pest Control Management - Service Agreement

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 18-25 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND NEIGHBORLY PEST MANAGEMENT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1808049). Staff recommends Council authorize a service agreement with Neighborly Pest Management to provide pest control services on a scheduled and as-needed basis. The total amount of the agreement is \$175,000.00. Funding is included in the Building Maintenance, Environmental Utilities, Electric, Street Maintenance, and Park Maintenance FY2017-18 budgets.

CC #: 9000

File #: 0203-04

CONTACT: Dan Allen 916-774-5741 dallen@roseville.ca.us

Resolutions

6.3. Washington Boulevard/Andora Bridge Widening Project - Preliminary Engineering Review Services

Memo from Associate Engineer Stefanie Kemen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-24 APPROVING

AN AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES BETWEEN THE CITY OF ROSEVILLE AND UNION PACIFIC RAILROAD COMPANY REGARDING THE WASHINGTON BOULEVARD/ANDORA BRIDGE WIDENING PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve an Agreement to reimburse Union Pacific Railroad (UPRR) for Preliminary Engineering Services in the not to exceed amount of \$71,500.00 for the Washington Boulevard/Andora Bridge Widening Project. The railroad bridge is owned by UPRR, and therefore the design and construction of the bridge requires their review and oversight. UPRR charges actual cost for these services. The environmental and design portion of the project, including this agreement, is fully funded with Traffic Mitigation Fees and sufficient funds already exist in the project's budget to cover this cost. No General Funds are being used for this project.

CC #: 9002

File #: 0900-04

CONTACT: Stefanie A. Kemen 916-774-5372 skemen@roseville.ca.us

6.4. Property Acquisition – 645 Riverside Avenue

Memo from Floodplain Manager Brian Walker and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-26 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEFFREY R. STOWERS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED FORMS ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that Council approve the Agreement for Sale of Real Property for the purchase of real property from Jeffrey R. Stowers in the amount of \$310,000.00. The property is located along the east side of Riverside Avenue, north of the confluence of Dry Creek and Cirby Creek. The proposed acquisition project would remove one of the structures within the City that has incurred repeated flood damage from Dry Creek. The FEMA grant will pay up to 75% of the acquisition project's cost, with the City providing the remaining matching funds. Since the property will likely become part of the City's Dry Creek Greenway Project, the local matching funds will be provided through Transportation Development Act funds previously budgeted for that project. No General Funds will be used. Staff will approach Council at a later date to request approval to pay for structure demolition and returning the property to a natural state, also partially funded by FEMA.

CC #: 9003

File #: 1002

CONTACT: Brian M. Walker 916-746-1300 walkerbrian@roseville.ca.us

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

6.5. General Financial Analysis Services - Professional Services Agreement Amendment and Budget Adjustment

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis

Kauffman recommending Council adopt RESOLUTION NO. 18-28 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ECONOMIC AND PLANNING SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5927 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Economic Planning Systems is currently working on a new project that was not anticipated when their contract was agreed upon in 2015. Due to the amendment to the scope of work, it is being requested to amend the contract to increase the compensation allowed in FY2017-18 from \$100,000.00 to \$200,000.00. The Finance Department is requesting authority to set up a budget under Sierra Vista Specific Plan Mitigation-Admin for \$165,000; \$100,000.00 for professional services and \$65,000.00 to cover City staff time. There is no impact to the City's General Fund because the costs are the responsibility of the property owners within the Sierra Vista Specific Plan. Fees will be collected upfront and as needed from time to time. If more than \$165,000.00 is needed in this fiscal year, staff will request additional funding in a subsequent budget adjustment.

CC #: 9005

File #: 0200 & 0201-01

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

Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Reports / Requests

6.6. Financial Reports for Fiscal Year Ended June 30, 2017

Memo from Controller Jacquelyn Flickinger and Finance Director Dennis Kaufman with three informational financial reports for the year ended June 30, 2017. These reports are also posted on the City's website. There is no impact to the City's General Fund.

CC #: 9004

File #: 0202-01

CONTACT: Jacquelyn Flickinger 916-774-5516 jflickinger@roseville.ca.us

6.7. Out of State Travel Request - Development Services Department

Memo from Development Services Director Kevin Payne recommending Council approve out state travel for Development Services Manager Mike Isom to attend the National Development Council's business credit analysis program in Washington, DC, March 26-30, 2018. The business credit analysis course focuses on advanced financial techniques used to analyze various types of operating businesses, and explores credit analysis procedures utilized by commercial lenders that are adapted for use by economic development entities. Completion of the training will allow the Development Services Department to supplement the Economic Development Department's ability to respond to

business attraction and other economic development opportunities.

CC #: 9008

File #: 0600-02

CONTACT: Kevin Payne 916-774-5285 kpayne@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Stormwater Funding Nexus Study - Professional Services Agreement

Memo from Environmental Utilities Rate Analyst Terri Shirhall and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-27 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND NBS GOVERNMENT FINANCE GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item is requesting approval of a professional services agreement with NBS Government Finance Group for a Stormwater Funding Nexus Study to determine the extent to which the City's Stormwater Division provides a benefit to the Environmental Utilities Department. The cost of the agreement is not to exceed \$31,000.00. The cost of the study would be paid with available funds in the Solid Waste Fund.

CC #: 9001

File #: 0800-02

CONTACT: Terri Shirhall 916-774-5536 tshirhall@roseville.ca.us

Principal Engineer Dale Olson made the presentation to Council

No public comment received.

Motion by John Allard, seconded by Tim Herman, to adopt RESOLUTION NO. 18-27 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND NBS GOVERNMENT FINANCE GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Downtown Bridges and Trail Project, Phase 2 - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Associate Engineer Hossein Naghibzadeh and Public Works Director Rhon Herndon recommending Council approve the plans and specifications for the Downtown Bridges and Trail Improvement Project and authorize staff to call for

bids. Project improvements include the rotation and refurbishment of the Rube Nelson "Icehouse" bridge; construction of the new "Downtown Pedestrian Bridge", which is a landmark bridge providing a direct connection between Royer Park and the Vernon Street Town Square; construction of the Taylor Street (Library bridge replacement; continuation of the Miners ravine Class I Trail into Royer Park; and modifications to the Oak Street, Royer Park and Library parking lots. The project is funded with Congestion Mitigation Air Quality funds, Active Transportation Program Grant funds, Bicycle Transportation Account Grant funds, Transit Security Grant, Public Facilities Funds, and Local Transportation Funds, with the available funds totaling approximately \$9 million. The current engineer's estimate for the project is \$8.9 million. General Funds are not being used for this project.

CC #: 8997

File #: 0721-05

CONTACT: H. Naghibzadeh 916-746-1300 hnaghibzadeh@roseville.ca.us

Alternative Transportation Manager Mike Dour made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Scott Alvord, to approve the plans and specifications for the Downtown Bridges and Trail Improvement Project and authorize staff to call for bids, and staff to consider add alternatives for concrete color options. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

8.2. Roseville Community Development Corporation - Annual Corporate Update

Memo from Economic Development Director Chris Robles with an update regarding the Roseville Community Development Corporation's (RCDC audited financials for FY2016-17, FY2017-18 RCDC budget and report to the City Council activities and future operations. This current annual report is provided for informational purposes and no Council action is required. The RCDC is a private, charitable, nonprofit Section 501(c)(3) corporation focused on physical, economic and educational development through the community. The corporation's activities do not impact the City's General Fund.

CC #: 8996

File #: 0103-15-02

CONTACT: Chris Robles 916-774-5421 crobles@roseville.ca.us

Economic Development Director Chris Robles made the presentation to Council.

No public comment received.

For information only; no action required.

9. APPOINTMENTS

9.1. Transportation Commission - Unscheduled Vacancy

Appoint one (1 applicant to the Transportation Commission to fill an unscheduled vacancy with a term ending December 31, 2020 from the two (2 applications received by Peter Ashby, and Gary M. Gutowsky.

CC #: 9007

File #: 0103 & 0103-13-02

CONTACT: Kelly Adams 916-774-5264 kadams@roseville.ca.us

Assistant City Clerk Audrey Byrnes made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Bonnie Gore, to appoint Peter Ashby to the Transportation Commission with a term ending December 31, 2020. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

10. PUBLIC HEARING

10.1. Broadstone Senior Apartments and Holden Assisted Living Project - Fee Deferrals

Public Hearing continued to the meeting of February 7, 2018.

CC #: 9006

File #: 0215-07

CONTACT: Laura Matteoli 916-774-5374 lmatteoli@roseville.ca.us

Mayor Rohan announced that the public hearing is continued to February 7, 2018.

10.2. North Roseville Specific Plan, Diamond Creek - Development Agreement Amendment

Memo from Associate Planner Wayne Wiley and Development Services Director Kevin Payne recommending Council introduce for first reading ORDINANCE ADOPTING THE TENTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC DIAMOND CREEK, LLC RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN (DIAMOND CREEK PARCELS 9A AND 9B) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The approval of the development agreement amendment will extend the Diamond Creek Development Agreement expiration date to March 31, 2038 and include provisions related to Parcels DC-9A and DC-9B's potable water line and recycled water irrigation system. The proposed

Diamond Creek DAA #10 will not result in a direct fiscal impact to the General Fund.

CC #: 8999

File #: 0400-04-07-1

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

Mayor Rohan opened the public hearing.

Development Services Director Kevin Payne made the presentation to Council.

Associate Planner Wayne Wiley continued the presentation to Council.

Steven Des Jardins, Roseville - Spoke in support of the project.

Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by John Allard, to introduce for first reading ORDINANCE ADOPTING THE TENTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC DIAMOND CREEK, LLC RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN (DIAMOND CREEK PARCELS 9A AND 9B) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

11. COUNCIL / STAFF / REPORTS/ COMMENTS

Placer County Economic Development Board Meeting - Councilmember Alvord reported.

F.C. "Rocky" Rockholm - Vice Mayor Gore, Councilmember Allard, Councilmember Herman, and Mayor Rohan expressed condolences and community contributions.

12. ADJOURNMENT

Motion by John Allard, seconded by Tim Herman, to adjourn the meeting in memory of F.C. "Rocky" Rockholm at 7:57 p.m. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

Susan Rohan, Mayor

Audrey Byrnes, Asst. City Clerk



COUNCIL COMMUNICATION

CC #: 9062
File #: 0203-04

Title: Natural Gas - Agreement
Contact: Rodney Funke 916-774-5561 rfunke@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Recommend City Council award a contract between the City of Roseville and Commercial Energy of Montana, Inc. dba Commercial Energy of California (Commercial Energy) for the supply of natural gas to City facilities in accordance with RFP 01-019 utilizing PG&E infrastructure for transmission. The initial term of the agreement is for one year, and allows for five optional renewal years at one-year intervals. Staff requests City Council adopt a resolution authorizing the City Manager to sign the attached contract agreement with Commercial Energy, as well as authorization to continue utilizing the optional renewal years of the contract without further Council approval, pending budget approval each year, until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest. Funding for natural gas is included in each divisions FY2017-18 budget.

BACKGROUND

The Central Services Department released RFP 01-019 to provide the supply of natural gas at a number of City facilities. Two companies submitted proposals; SPURR and Commercial Energy. The proposals were evaluated on overall proposal, cost, qualifications and experience. The companies were rated and staff is recommending awarding the contract to Commercial Energy. In 2009 and again in 2014 the City contracted with Commercial Energy for the supply of natural gas to City facilities with 2017 being the last optional renewal year. Commercial Energy offers Fixed, Collared and Market pricing options. Staff recommends the Collared Pricing method to allow the City to take advantage of low market rates while protecting against the winter spikes.

The collared pricing structure is beneficial to the City from a secure pricing strategy, which caps the natural gas price through the winter months, when pricing is most volatile, and captures the lower market pricing through the warm months. The collared pricing option also allows for a shift to fixed price locking at a later date for the remainder of term if the City chooses.

Additionally, Commercial Energy is the supplier of the natural gas, but they utilize PG&E pipelines to transmit their natural gas to customers.

FISCAL IMPACT

The volatile nature of the market makes it difficult to project the exact cost of the contract, however if the consumption rates remain the same the annual cost for the high end of the contract is estimated as follows: FY2018-19 \$300,000; FY2019-20 \$309,000; FY2020-21 \$318,270; FY2021-22 \$327,818; FY2022-23 \$337,653 and FY2023-24 \$347,782 not to exceed approved budgets. The natural gas usage is included in departmental utility budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

The purchase of natural gas will not result in any significant economic development or direct job creation.

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 purchase of natural gas does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Rodney Funke, Administrative Analyst

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-61

Natural Gas Contract - example - to be replaced with wet signature at meeting

RESOLUTION NO. 18-61

APPROVING A NATURAL GAS PURCHASE AGREEMENT AMENDMENT AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a Natural Gas Service Agreement Amendment, between the City of Roseville and Commercial Energy of Montana, Inc. dba Commercial Energy of California, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is hereby 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 additionally authorized to execute five optional one-year renewals of the Natural Gas Purchase Agreement Amendment, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



City of Roseville
311 Vernon Street
Roseville, CA 95678

February 1, 2018

RE: NATURAL GAS PURCHASE AGREEMENT AMENDMENT

BY THIS AMENDMENT of the Natural Gas Purchase Agreement between Commercial Energy of Montana, Inc., dba Commercial Energy of California (Seller), and City of Roseville (Buyer), the following contract changes (5 pages) have been mutually approved (please select one of the price options):

1. The term of the Agreement is extended from **March 1st, 2018 until February 28th, 2019.**
2. Natural gas will be measured and billed on the basis of therms delivered to the Buyer's meter(s). Interstate transportation and gas storage costs paid to Pacific Gas & Electric Company (Utility) as part of Utility's procurement costs will be borne by Seller. Buyer's monthly price paid to Seller does not include Utility's customer charge(s) or transportation charge(s). Those charges are published from time-to-time by Utility.
3. Please select and initial one of the risk management methods offered below is **effective March 1st, 2018.**
 - a. **ENERGY SAFE™ (Fixed) PRICE:**
Buyer is guaranteed a fixed price of **\$0.403 per therm** for all natural gas delivered. There are no true-ups or after the fact reconciliations.
 - b. **COLLARED PRICE:**
Buyer pays for each therm of natural gas delivered each month at a monthly price that is capped at **\$0.478 per therm** and floored at **\$0.308 per therm**. Monthly natural gas price is determined by taking the month's PG&E Citygate Monthly Index Price (as published in Natural Gas Intelligence, Inc. - www.naturalgasintel.com) plus Seller's risk management fee of **\$0.035 per therm** and the monthly Stranded Pipeline Capacity Charge (SPCC) of **\$0.030 per therm** within the collared range for a term. Buyer's monthly price paid to Seller does not include Utility's shrinkage allowance.
 - c. **MARKET PRICE:**
Buyer pays for each therm of natural gas delivered at a monthly price based on the month's PG&E Citygate Monthly Index Price (as published in NGI - www.naturalgasintel.com) plus Seller's risk management fee of **\$0.035 per therm** and the monthly Stranded Pipeline Capacity Charge (SPCC) of **\$0.030 per therm**. Buyer's monthly price paid to Seller does not include Utility's shrinkage allowance.
4. **EXTENSION:** If Buyer does not agree to new terms fifteen (15) days prior to the beginning meter read date of the final billing month under this agreement, then Seller will return Buyer to PG&E's Procurement Service at the completion of this twelve (12) month agreement.

BLEND & EXTEND:

On a monthly basis, Buyer may request Seller to provide an additional twelve (12) months to existing Agreement. This extension offer will blend the costs of the remaining term of existing Agreement with the costs of the additional months of the extended Agreement.

This offer is valid if initialed, signed and returned via fax or email by **February 1st, 2018 by 5pm Pacific Time**. Should you have any questions, please call me. Thank you again for your business.

OFFERED BY:
Commercial Energy of Montana Inc.

ACCEPTED BY:
City of Roseville

Date: _____
Curry Stypula, President

Date: _____
Authorized Signer

Printed Name



GENERAL CONDITIONS

VOLUME OBLIGATIONS: Buyer will purchase all natural gas measured at the locations listed on Page 1 or Attachment A (if any) of this Agreement from Seller during the term of this Agreement. Seller will deliver and supply all necessary natural gas to meet Buyer's daily requirements. Seller shall be responsible for any shortfalls and/or penalties as a result of any out of balance situations other than those arising from Buyer consuming more than its Maximum Daily Quantity (MDQ) on a Utility declared Operational Flow Order (OFO) or Emergency Flow Order (EFO) day. Buyer will curtail natural gas consumption below Buyer's MDQ if directed by the Utility due to a utility declared Operational Flow Order (OFO) or Emergency Flow Order (EFO) day.

PAYMENTS: Billing and collection of Buyer's account will be performed by the Utility. Buyer will abide by all terms of payment as provided within the monthly Utility billing statement. Payments not received by Utility and/or Seller by the due date incur a twenty five dollar (\$25) administrative charge per past due meter account. Interest on late payments of all undisputed amounts accrues from the due date until the date of payment at the rate of twelve percent (12%) annually, or the maximum applicable lawful interest rate, whichever is less. Seller cannot be compelled to assign Buyer's transportation and storage management to another provider until such time as the amount due, including interest, is paid. However, if Buyer, in good faith, disputes the amount of any such billing or part thereof, and shall pay such amounts as it concedes to be correct, no suspension shall be permitted. Such disputes shall be resolved through arbitration.

VENDOR MASTERFILE: To ensure Seller receives all vendor notifications, Seller shall provide a W-9 for the Buyer to establish the Seller as a vendor within their Accounts Payable masterfile at time of initial contract acceptance.

CHANGE IN METER STATUS: In the event that any meter(s) disconnect, outstanding balances shall be treated as follows:

- (a) If other meter(s) are enrolled under this contract, balances from the disconnected meter will be transferred, and become due and payable.
- (b) Should all meters covered within this contract be disconnected, Seller will prepare and submit final bill inclusive of any outstanding balances, whether billed directly by the Seller or the Utility.

JURISDICTION: This Agreement shall be construed under the laws of the State of California.

ASSIGNMENT: Neither party will assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. Consent to assignment shall not be unreasonably withheld.

TITLE AND WARRANTS: Seller warrants that it will transfer good and merchantable title to all natural gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances and claims. Title and right of possession to all natural gas sold and delivered hereunder shall pass from Seller to Buyer at the Delivery Point, which shall mean the Buyer's Utility meter.

FORCE MAJEURE: If either party due to a condition of force majeure is unable to perform any obligation or condition of this Agreement, with the exception of paying debt, such obligation shall be suspended during the continuance of the inability. Force majeure shall include, without limitations, acts of God, failure of any pipeline or utility to accept or transport gas, strikes, lockouts, or labor disputes, fire, flood, storms, hurricanes or other natural occurrences, or any similar cause which is beyond the reasonable control of the party claiming force majeure. Economic hardship of either party shall not constitute a Force Majeure under this Agreement. A party that is delayed in performing or rendered unable to fulfill any of its obligations under this Agreement by Force Majeure shall notify the other party in writing as soon as possible and shall exercise due diligence to attempt to remove such inability with all reasonable dispatch.

CREDIT: Buyer credit standing is essential to Seller entering into and performing its obligations under this Agreement. Should Seller, at any time, become reasonably concerned about Buyer's credit quality (as a result, for instance, of two late payments in a six-month period or a credit rating agency red flag), Seller may require and Buyer will provide credit assurance in the form of a prepayment or cash deposit up to the amount of sixty (60) days exposure plus the Contract Value minus the Market Value for the remaining term. Seller will reasonably determine this amount, which must be funded within ten (10) business days of written request. Failure to fund the request is a Default event of the Buyer.

FORWARD CONTRACT/EARLY TERMINATION: This Agreement is a forward contract under the Federal Bankruptcy Code. In the event that Buyer or Seller shall: i) make an assignment or any general arrangement for the benefit of creditors; ii) file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it, iii) otherwise become insolvent, then such party will be in Default of this Agreement and this Agreement will terminate immediately. Seller shall have the right to suspend deliveries without prior notice. Buyer's early termination without cause shall be an event of default of this Agreement.

DEFAULT: In the event either party defaults ("Defaulting Party") in its obligations under the terms of this Agreement to the other party ("Performing Party") except to the extent excused by Force Majeure under this Agreement (which shall not include a delay in payment that is cured within 5 (five) business days of a written demand or any other failure of performance that is cured within 10 (ten) business days of a written demand from the Performing Party for corrective action), Performing Party shall have the right to establish an early termination date to this Agreement upon 10 business days written notice to the Defaulting Party. The Performing Party shall act reasonably to minimize its damages.



DISPUTE RESOLUTION AND ARBITRATION: The parties shall attempt to resolve any claim or dispute through good faith negotiations. Upon failure of such negotiations, all claims and disputes that (1) are between Seller and Buyer and (2) arise out of, or relate to, this Agreement between Seller and Buyer or to their performance or breach (including any tort or statutory claim) ("Arbitrable Claims"), shall be arbitrated under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), in English within the state of California, within the County of Alameda, before one neutral arbitrator who shall be a member of the AAA's Large Complex Case Panel. Upon the reasonable request of a party, specific documents relevant to the claim or dispute in the possession of the other party shall be made available to the requesting party not later than sixty (60) days after the demand for arbitration is served. The arbitrator may permit depositions or other discovery deemed necessary for a fair hearing. The hearing may not exceed two days. The award shall be rendered within 120 days of the demand for arbitration. The arbitrator may award interim and final injunctive relief and other remedies, but may not award punitive damages. No time limit herein is jurisdictional. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction. Notwithstanding the above, Buyer or Seller may bring court proceedings or claims against each other (i) solely as part of separate litigation commenced by an unrelated third party, or (ii) if not first sought from the arbitrator, solely to obtain in the state or federal courts in or for the state of California temporary or preliminary injunctive relief or other interim remedies pending conclusion of the arbitration.

REMEDIES IN THE EVENT OF DEFAULT:

If Seller terminates this Agreement upon the default of Buyer, or Buyer terminates without cause, Buyer will pay Seller the following early termination payment, if a positive number: Contract Value minus Market Value.

If Buyer terminates this Agreement upon the default of Seller, Seller will pay Buyer the following early termination payment, if a positive number: Market Value minus Contract Value.

For purposes of this Section, "Contract Value" means the contract price of natural gas, per therm hereunder, times Remaining Anticipated Usage. "Market Value" means the amount, as determined by the Non-Defaulting Party, less Costs, a bona fide third party would purchase or sell for the Remaining Anticipated Usage over the remaining term of the Agreement at current forward market prices. In determining "Market Value", the Non-Defaulting Party may consider, among other things, quotes from dealers in the wholesale energy industry, forward price valuations developed by the Non-Defaulting Party, and other bona fide offers from third parties, all as commercially available and adjusted for the length of the Remaining Term, as the Non-Defaulting Party reasonably determines. "Costs" mean brokerage fees, commissions and similar transaction costs reasonably incurred by, or on behalf of, the Non-Defaulting Party in terminating or liquidating any arrangement pursuant to which it has hedged its obligations, and attorneys' fees, expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement. "Remaining Anticipated Usage" means the historical usage (in therms), for the remaining term of the Agreement.

If Seller Defaults on the Agreement and the Buyer finds a replacement alternate supplier, Seller should take direction from Buyer with regards to switching the accounts.

After termination, cancellation, or expiration, Buyer agrees that it will remit full payment of all amounts due under this Agreement within the Final Payment Period (which will be deemed to be the 20-day period following receipt of the invoice for the last period of deliveries hereunder). The applicable provisions of this Agreement will continue in effect after termination, cancellation, or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, and with respect to any other payment obligations hereunder. Buyer is responsible for all collection costs incurred by seller in the event of nonpayment.

SURVIVAL: Termination of this Agreement shall not relieve either Party from an obligation under this Agreement to pay amounts due to the other Party that were incurred prior to termination.

LIMITATION OF LIABILITY: FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.



Exhibit A

Address	City	State	Zip Code	Service ID #	Meter #
911 HIGHLAND POINTE DR	ROSEVILLE	CA	95678	8675767265	54613647
VERNON & D ST	ROSEVILLE	CA	95678	6005280005	39844904
2005 HILLTOP CIR	ROSEVILLE	CA	95747	8438965567	60611106
1051 JUNCTION BLVD	ROSEVILLE	CA	95678	2964900005	47267099
3051 WOODCREEK OAKS BLVD	ROSEVILLE	CA	95678	6767372005	51994371
2030 HILLTOP CIR	ROSEVILLE	CA	95747	0267809005	30708997
2030 HILLTOP CIR	ROSEVILLE	CA	95747	0309475005	52391801
1800 BOOTH RD	ROSEVILLE	CA	95747	0434475005	51733737
2075 HILLTOP CIR	ROSEVILLE	CA	95747	0142809005	42728895
2025 HILLTOP CIR	ROSEVILLE	CA	95747	0184475005	42728906
2055 HILLTOP CIR	ROSEVILLE	CA	95747	0226142005	42427022
1800 BOOTH RD	ROSEVILLE	CA	95747	3799119005	36007851
2090 HILLTOP CIR	ROSEVILLE	CA	95747	6420810217	60339876
2070 HILLTOP CIR	ROSEVILLE	CA	95747	0792027674	60273324
1430 E ROSEVILLE PKWY	ROSEVILLE	CA	95661	9584699005	52729149
10210 FAIRWAY DR	ROSEVILLE	CA	95678	5899111337	60514618
6050 WOODCREEK OAKS BLVD,@ MAINT-BLDG/GOLF	ROSEVILLE	CA	95747	4801526005	46324861
1501 PLEASANT GROVE BLVD	ROSEVILLE	CA	95747	3824308304	60182070
1545 PLEASANT GROVE BLVD	ROSEVILLE	CA	95747	0767365005	32525350
1765 PLEASANT GROVE BLVD	ROSEVILLE	CA	95747	6138070005	3270541X
1970 JOHNSON RANCH	ROSEVILLE	CA	95661	1065333378	60549615
1550 MAIDU DR	ROSEVILLE	CA	95661	8795649005	32474541
1530 MAIDU DR	ROSEVILLE	CA	95661	8837315005	27643165
2005 HILLTOP CIR	ROSEVILLE	CA	95747	0101142005	38536289
1300 CIRBY WAY	ROSEVILLE	CA	95661	3515282005	60022907
1900 EUREKA RD	ROSEVILLE	CA	95661	3222701005	38546948
COR OAK & S GRANT STS	ROSEVILLE	CA	95678	5307773005	40583213
PARK DR	ROSEVILLE	CA	95678	5349440005	857644M
316 VERNON ST	ROSEVILLE	CA	95678	3588786743	61913406
300 TAYLOR ST	ROSEVILLE	CA	95678	0557924984	42653358
311 VERNON ST	ROSEVILLE	CA	95678	6130915005	52426836
201 PACIFIC ST # 100	ROSEVILLE	CA	95678	1626786438	45517758
1398 JUNCTION BLVD	ROSEVILLE	CA	95678	8933604005	39840757
2451 HAYDEN PKWY	ROSEVILLE	CA	95747	1619373210	61231857



COUNCIL COMMUNICATION

CC #: 9061

File #: 0323

Title: Software Interface - Contract Amendment
Contact: Claudia Harlan 916-774-5003 charlan@roseville.ca.us

Meeting Date: 2/21/2018

Item #: 6.3.

RECOMMENDATION TO COUNCIL

Authorize an amendment to an existing contract with Tyler Technologies Inc. for a custom software interface enhancement.

BACKGROUND

The City has a software licensing agreement with Tyler Technologies Inc. (formerly known as New World Systems), effective November 6, 2014, for the purchase and installation of a public safety computer system, including computer-aided dispatch, police records, fire records, mobile computing and field reporting, related interfaces and services, support and maintenance.

The system includes a Thinkstream interface which provides a super-query function. Police officers, dispatchers and other authorized users can make a single query and get information from several different sources, including state and national law enforcement databases, regional and local law enforcement databases.

The police department would like to purchase a custom software enhancement to the super-query function which would allow authorized users to also receive "alert" information in response to a query. Alerts might include "be on the lookout" information for a particular person or vehicle and other public safety/officer safety alerts that have been placed on a person, vehicle or location.

FISCAL IMPACT

The custom software modification will cost \$3,840, with no recurring fees. The existing Computer Aided Dispatch/Records Management System capital improvement project has sufficient funds for this purchase.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this software purchase.

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)). Approval of the Amendment to the software maintenance agreement and acquisition of software, printers and services do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Claudia Harlan, Police Administrator

James Maccoun, Police Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-60

Contract amendment

RESOLUTION NO. 18-60

APPROVING AMENDMENT #1767-18A1A TO THE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND TYLER TECHNOLOGIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, amendment #1767-18A1A to the agreement regarding the addition of Thinkstream Super Query software enhancement to the existing public safety computer system, by and between the City of Roseville and Tyler Technologies, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that amendment #1767-18A1A is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Document #: 1767-18A1A

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Roseville, with offices at 1051 Junction Blvd., Roseville, CA 95678 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of November 6, 2014 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The services set forth in Exhibit 1, and Schedule 1, to this Amendment are hereby added to the Agreement. Any additional adjustments to scope not set forth herein must be reflected in another amendment to the Agreement.
2. The following payment terms, as applicable, shall apply:
 - a. *Requested Custom Software Interface Enhancement*: Requested custom software enhancement will be invoiced 100% upon initial delivery of the enhancement.
 - b. Travel expenses shall be invoiced as incurred, if applicable.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Roseville, CA

By: Sherry Clark

By: _____

Name: Sherry Clark

Name: _____

Title: Sr. Corporate Attorney

Title: _____

Date: 2-19-18

Date: _____

Exhibit 1 Investment Summary



Sales Quotation For

Roseville Police Department
1051 Junction Blvd
Roseville, CA 95678-7191
Phone: 9167745037

Quoted By: Daphne Barnes
Date: 1/8/2018
Quote Expiration: 7/4/2018
Quote Name: Roseville Police - Thinkstream enhancement RFE
Quote Number: 2018-23174
Quote Description: Roseville Police - Thinkstream Super Query Software Enhancement

Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Custom enhancement Thinkstream Super Query	1	\$3,840	\$0	\$3,840
TOTAL:				\$3,840

Summary

Total Tyler Software
Total Tyler Services
Total Other Costs
Total Third Party Hardware, Software and Services
Summary Total

One Time Fees

\$0
\$3,840
\$0
\$0
\$3,840

Recurring Fees

\$0

\$0
\$0

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows 2008/2012/2016 Server and SQL Server 2008/2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012/2016 Server and SQL Server 2008/2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Schedule 1

Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Enhancement to Custom Software Interface

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

- (1)
 - Enhance the current Thinkstream Super Query interface as follows:
 - Expose a new web service method to allow Thinkstream to query person alerts for a given jacket record
 - Only non-expired person alerts will be returned for configured person alert types
 - Data returned for each alert will include:
 - Alert Type
 - Priority
 - Effective Date
 - Expiration Date
 - Alert Description (from Additional Description field for custom alert types)
 - Alert description value for system alerts is populated by the system. The interface will only return that which is populated for the system person alert type (this may vary depending on software version). Additional details will not be drawn from associated modules.
 - For Career Criminal alerts this will include Alert Category, Alert Status, Status Date, Address, Next Registration Date
 - For BOLO Alerts this will include Bolo Type, Person Name, DOB, Sex

No other changes will be made to the interface - all other functionality will remain the same

2. Methodology to Provide Enhancements and/or Custom Software

a) Our Responsibility

As part of our delivery of these services, we will:

- (1) Review the required features for the items set forth in paragraph 1, above, with you.
- (2) Prepare a Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Conduct the programming and programming test.
- (4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request For Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Design and Development Procedure

<u>Activity</u>	<u>Targeted Time Period</u>
(1) We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) We submit completed RD to you.	To be determined
(3) You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing.	To be determined
(4) We complete programming from RD and provide the associated deliverable to you.	To be determined
(5) You test software modification based on RD.	To be determined

3. Third Party Responsibilities

- a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
- b) We will not be responsible for making any modification in the 3rd party software to support this interface.
- c) The third-party will work with us and you to test the interface.



COUNCIL COMMUNICATION

CC #: 9058
File #: 0203-09

Title: Lab Testing Services (RFP 08-034) - Professional Services Agreement
Contact: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends approval of an annual professional services agreement, including up to four optional one-year renewals authorized by staff, with Vitisystems, Inc. dba Caltest Analytical Lab for lab testing services. The total annual cost of this agreement will not exceed \$120,000.00. Funding is included in the Wastewater Fund through the approved annual Environmental Treatment Laboratory Budget.

BACKGROUND

The City of Roseville's Dry Creek Wastewater Treatment Plant and Pleasant Grove Wastewater Treatment Plant are regulated by the Central Valley Regional Water Quality Control Board through the issuance of NPDES permits. These permits include individual pollutant limits and mandated sampling/monitoring criteria. The City contracts with outside analytical laboratories to perform the permit required analysis that cannot be performed at the City's Water Quality Laboratories.

Staff issued Request for Proposals #08-034 for lab testing services on December 1, 2017. Vitisystems Inc., also known as Caltest, was the only firm to submit a proposal. Their proposal met the requirements of the RFP.

FISCAL IMPACT

The total annual cost of the Lab Testing Services agreement will not exceed \$120,000.00. Funding is included in the Wastewater Fund through the approved annual Environmental Treatment Laboratory Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Lab Testing Services agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Todd Jordan, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-58

PSA - signed

RESOLUTION NO. 18-58

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND VITISYSTEMS, INC. DBA CALTEST ANALYTICAL LAB, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding lab testing services, by and between the City of Roseville and Vitisystems, Inc. dba CalTest Analytical Lab, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute four additional one year renewals of the professional services agreement provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Lab Testing Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Vitisystems, Inc.
dba CalTest Analytical Lab, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of analyzing samples taken
from the Dry Creek and Pleasant Grove Wastewater Treatment Plants; and

WHEREAS, CONSULTANT has prepared a proposal dated December 12, 2017, 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. Term. The term of this Agreement shall commence upon date of award and
expire on February 8, 2019. CITY may, in its sole discretion, elect to extend the Agreement in
one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty
(30) days advance written notice of each optional one (1) year renewal.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services in accordance with the specifications set forth in EXHIBIT "A" (CITY's Request for Proposals) attached hereto and incorporated herein by this reference. This Agreement also incorporates by this reference CONSULTANT's Proposal dated December 12, 2017, submitted in response to CITY's Request for Proposals.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a fixed fee basis in accordance with the analyses pricing sheet as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred twenty thousand dollars (\$120,000).

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.

4. 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'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.

5. 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.

6. 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 provisions in its contracts with all subcontractors.

7. Time is of the Essence. Time is of the essence of this 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. 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.
11. 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.

12. Independent Contractor. CONSULTANT 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.

13. 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.

14. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

15. 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.

16. 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.

17. 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.

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

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

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

CITY OF ROSEVILLE

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

VITISYSTEMS, INC., DBA
CALTEST ANALYTICAL LAB
1885 North Kelly Road
Napa, CA 94558

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

21. 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.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director

VITISYSTEMS, INC. DBA CALTEST
ANALYTICAL LAB, a California
corporation

BY:  / Todd Albertson
its: President

and
BY:  / Susan Bazdek
its: VP Finance / CFO

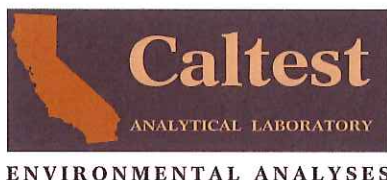
EXHIBIT “A”

City of Roseville
REQUEST FOR PROPOSALS
LAB TESTING SERVICES
RFP 08-034
DUE: December 15, 2017
3:00 PM

Submitted by
Caltest Analytical Laboratory
1885 North Kelly Road
Napa, CA. 94558

6.1 COVER LETTER

Caltest Analytical Laboratory



December 12, 2017

Mr. Todd Jordan
City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

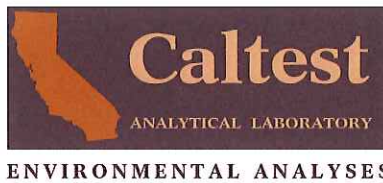
Re: Request for Proposal 08-034- Lab Testing Services for the City of Roseville

Dear Mr. Jordan,

Thank you for the opportunity to provide you with a bid for the City's contracted laboratory services. Caltest Analytical Laboratory has specialized in wastewater, drinking water, and solid waste analyses for over 30 years. In addition to State of California ELAP Certification, we have elected to meet the higher level of quality standards required for our NELAP accreditation since 2000, and we have been DOE (Department of Energy) audited and approved for DOE related projects for 15 years. We have carefully reviewed the RFP and fully understand the scope of services required by the City of Roseville. Caltest accepts all the terms and conditions and can meet all the requirements of the RFP. Highlights of these requirements are included below:

- **Laboratory location**—Caltest Analytical Laboratory is located at 1885 North Kelly Road, Napa CA., which is 70 miles from the City of Roseville treatment plant locations.
- **Sample pickup/receipt:** Field services/courier service provided free of charge; container delivery and sample pick-ups are available Monday-Friday and weekends with 24-hour notice.
- **Reporting levels:** EPA/40CFR 136.3 approved methods included in this quote meet or exceed the project required Reporting Limits (RLs) and Method Detection Limits (MDLs). Data will be reported with J-flagged results for any detections between the RL and MDL (supporting documents are attached). Most of our semi-volatile organics RLs are lower than the minimum required State Minimum Levels (MLs).
- **Sample containers:** EPA/40CFR 136.3 method-specified sampling containers with appropriate preservation are provided by Caltest at no added cost.
- **Reporting:** Reports contain all necessary information and all analyses included in this bid have appropriate method-specified QC parameters as requested in this bid (see attached example). Reports and EDDs will be provided to the City of Roseville within 10 business days of receipt of the samples; rush results are available at an addition fee. Caltest also has an online data access





system which allows secure 24/7 access for clients to real time sample data. This can be set up with no additional fee to the client.

- **Analysis:** Caltest performs all mercury, methyl mercury, Pyrethroid and Fipronil analyses in-house. Subcontract labs that are used for this project are both State certified and NELAP accredited. Additionally, Caltest performs all metals analyses using the latest Collision Cell and Reaction Cell ICPMS technologies, which guarantees the City will receive interferent-free trace metals analyses. All organochlorine and organophosphorus pesticides detections are confirmed or de-confirmed by mass spec. Caltest performs acid-soluble aluminum analysis in-house using EPA 200.1 and EPA 200.8
- **Experience/Consultation/Customer Service:** Caltest was the first laboratory in the State to meet all the Minimum Level (ML) requirements of the State Implementation Plan (SIP) in 2000 and Central Valley RWQCB 13267 requirements in 2001. Caltest has been providing the City of Roseville with container delivery, sample pick up and sample analyses for over a decade. Analyses have included NPDES and 13267 permit-requirement analyses as well as numerous stormwater and special study projects.

Attached proposal includes: Caltest pricing, methods, RLs, MDLs, and all the required documents (Tabs A-H)

Please feel free to email me at todd@caltestlabs.com or call 707/258-4000 if you have any questions or if I can be of any further assistance.

Sincerely,
Caltest Analytical Laboratory

Todd M Albertson
President



6.2 Signature Requirements Attachment A

Caltest Analytical Laboratory

Attachment A

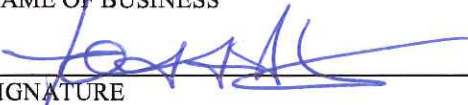
PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Vitisystems Inc., dba Caltest Analytical Laboratory
NAME OF BUSINESS


SIGNATURE

Todd Albertson / President
NAME & TITLE, TYPED OR PRINTED

1885 N. Kelly Rd., Napa CA 94558
MAILING ADDRESS

(707) 258-4000
TELEPHONE NUMBER

Todd@CaltestLabs.com
EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

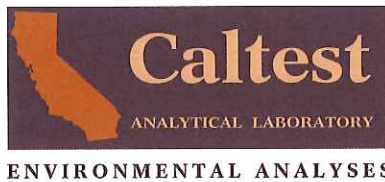
CA State of Incorporation

☐ Partnership

☐ Limited Liability Company

6.3 TAB A
Caltest Qualifications

Caltest Analytical Laboratory



Tab A: Firm's Qualifications

Caltest Overview

Caltest is a family owned and operated commercial analytical laboratory that has been serving the San Francisco Bay and Sacramento, California areas for 35 years. We provide trace level analyses of pollutants by EPA and Standard Methods protocols in wastewater, ambient waters, drinking waters, stormwaters, groundwaters, soils, and sediments. Our 18,500 square-foot facility includes the following analytical departments: **Organics, Trace Metals, Wet Chemistry, Microbiology and Biology**. Other, non-analytical, departments include Sample Control, Project Management, and Accounting. Analyses performed include volatile and semi-volatile organics, pesticides, explosives, trace metals, nutrients, anions, microbiology, solids, and wastewater loading parameters.

Certifications

Caltest has the following certifications:

- National Environmental Laboratory Accreditation Program (TNI) as a Solid Waste and Non-potable water testing laboratory through the State of Oregon (ORELAP).
- State of California Environmental Laboratory Accreditation Program (CA-ELAP) as a Hazardous Waste, Drinking Water and Wastewater testing laboratory.
- Caltest is certified as a *Federal Small Business Enterprise (SBE)*.

Analytical Capabilities

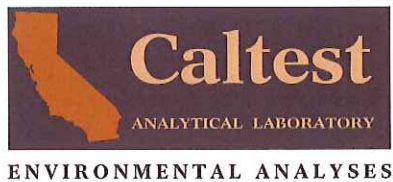
Caltest will provide all the services included in this RFP with the exception of the analysis listed below; these will be subcontracted to the lab noted. Please see Caltest's Fields of Testing (FOT) included in the Appendix for a complete list of our testing capabilities.

1. Eurofins Eaton Analytical (ELAP and NELAP certified)
750 Royal Oaks Drive, Suite 100
Monrovia, California 91016-3629

City of Roseville RFP-required testing:

- EPA 515.4
- EPA 525.2
- EPA 531.2
- EPA 547
- EPA 548.1
- EPA 549.2
- EPA 551.1
- CrVI by EPA 218.6
- Sulfite by EPA 377





2. BC Laboratories (ELAP and NELAP certified)
4100 Atlas Ct
Bakersfield, CA 93308

City of Roseville RFP-required testing:

Soils analysis:

- EPA 8081
- EPA 8082
- EPA 8260B
- EPA 8270C

3. Enviromatrix (CA-ELAP Certified)
4340 Viewridge Ave., Ste. A
San Diego, CA 92123
Analysis performed: Tributyltin(Krone)

2. EMSL (CA-ELAP certified)
464 McCormick Street
San Leandro, CA 94577

Analysis performed: Asbestos (TEM)

Caltest organizational structure

Caltest's organizational chart is attached to the end of this document and shows the overall structure, departments and titles for each member of the Caltest team. For the past 25 years, the staff has remained fairly consistent in size, varying between 40-52 staff members. The organization is structured into 4 main levels:

The executive team is comprised of the President/CEO and Vice-President/CFO

Senior management is comprised of the Lab Director, Quality Assurance Officer and IT manager

Department Coordinators are responsible for the oversight of their respective departments and ensure that their staff is properly trained, provide annual reviews, coordinate scheduling and outline responsibilities.

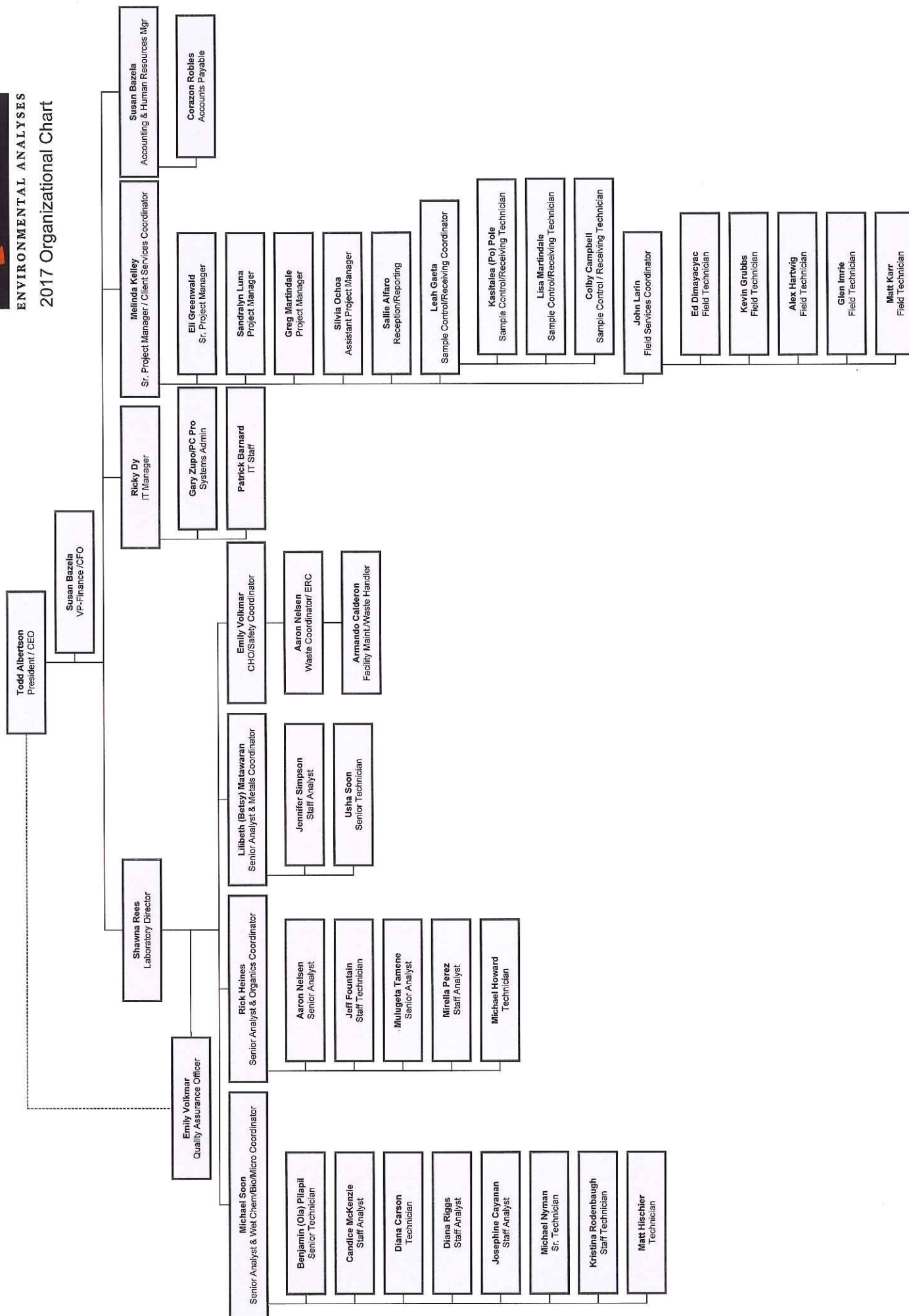
Lab Staff vary in experience and responsibility from technician to senior analyst. They are required to complete appropriate DOCs (Demonstration of Capability) for any analysis they perform. Job descriptions and work plans clearly distinguish each position and each level of assignment.





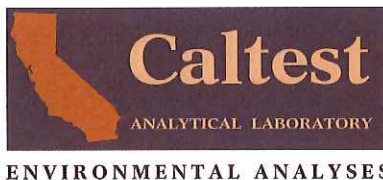
ENVIRONMENTAL ANALYSES

2017 Organizational Chart



6.4 TAB B
Experience and References

Caltest Analytical Laboratory



TAB B -Experience and References

Caltest Experience Overview

Caltest excels in analysis of water at low levels. We provide analysis of wastewater, surface water and groundwater by EPA methods optimized for low levels of reporting. Our 'Clean' sample handling means lower background and therefore lower reported values in your sample. Focused on water monitoring projects, Caltest has been consistently providing high quality customer focused, responsive service under the same ownership since 1982.

Caltest is NELAP Accredited, DOE Audited, State of CA ELAP Certified

Caltest is one of the few companies that have extensive experience meeting the minimum levels of the California Toxics Rule and State Implementation Plan.

Caltest References

Sacramento Regional County Sewer District

8521 Laguna Station Road
Elk Grove, CA 95758
(916) 875-9027
Contact: Michael Cook
CookM@SacCounty.net

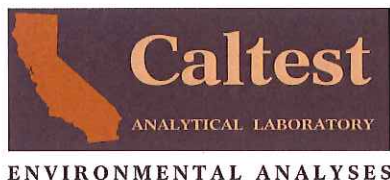
For 20+ years, Caltest has performed routine wastewater (effluent, headworks, industrial), ambient monitoring and stormwater analyses including organics (614, 608, 625, 624), Mercury and methyl mercury. Additionally, Caltest has worked with SRCSD on special projects including the AMP and MRP. Services include: field services (container delivery & sample pickup); client/lab project coordination (e.g., sample tracking, customized reporting development, report and EDD delivery).

City of Davis

1717 Fifth Street
Davis, CA 95616
530-747-8290
Contact: Aubrey Livingston
ALivingston@cityofdavis.org

For 20+ years Caltest has performed routine analyses of industrial waste, influent, effluent, biosolids, ponds and receiving water samples for City of Davis in addition to a variety of special projects including wastewater characterization studies utilized for plant upgrades. Services include: field services (container delivery & sample pickup); client/lab project coordination (e.g., sample tracking, customized reporting development, report and EDD delivery).



**Fairfield-Suisun Sewer District**

1010 Chadbourne Rd

Fairfield, CA 94534

(707) 428-9153

Contact: Giti Heravian

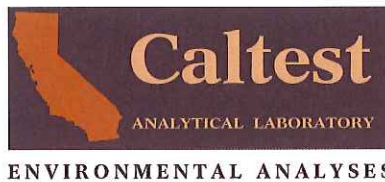
GHeravian@fssd.com

For 20+ years, Caltest has performed routine wastewater (effluent, headworks, industrial), ambient monitoring and stormwater analyses including organics (614, 608, 625, 624), Mercury and methyl mercury. Additionally, Caltest works with FSSD Source Control for semi-annual industrial monitoring projects. Services include: field services (container delivery & sample pickup; sampler set up and sample collection); client/lab project coordination (e.g., sample tracking, customized reporting development, report and EDD delivery).



6.5 TAB C
Qualifications of Team

Caltest Analytical Laboratory



TAB C – Qualifications of Team

Caltest utilizes a team approach for all client projects. The Project Plan in TAB E thoroughly outlines how the team works together to efficiently and effectively complete the project. The team for the City of Roseville includes all the members below. Subcontract labs are utilized for some projects, these labs are noted in more detail in TAB A and noted below.

KEY STAFF MEMBERS

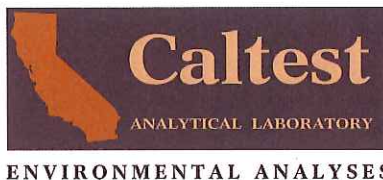
Todd Albertson, President, CEO, General Manager – Mr. Albertson started his Caltest career in the laboratory as a Biology and Microbiology Analyst in 1989. In 1992, he transitioned in the role of Project Manager and Field Services Coordinator, managing client's field and laboratory needs for complex wastewater, drinking water, hazardous waste and groundwater monitoring programs. In 1995, he was promoted to Operations Manager, overseeing all Client Services personnel, including Field Services. Mr. Albertson took over the role of Vice President in 2002, and was responsible for the management of Laboratory Operations, Accounting, and Client Services. In 2013, he accepted the duties of General Manager, adding the accountability of Sales, Marketing, and Contract Management while maintaining responsibility of Laboratory Operations, Accounting, and Client Services. In 2016, he accepted the responsibilities of President and CEO

Shawna Rees, Laboratory Director – Ms. Rees obtained a B.S. in Chemistry from U.C. Davis as well as a M.S. in Inorganic Chemistry from U.C. Davis. She has more than 10 years environmental analytical laboratory experience. During that time she gained experience working at the bench, coordinating projects, directing studies, leading laboratory personnel, managing large-scale client programs, assisting with budget development and forecasting as well as maintaining a team of report staff. Ms. Rees has extensive knowledge and expertise in pesticide analysis, analytical chemistry, method development, FIFRA GLP, EPA and EU regulatory guidelines. In early 2016, she joined Caltest as the Technical Director, working with the Laboratory Director to provide technical direction for laboratory services. Late 2016, she accepted the responsibilities of Laboratory Director.

Emily Volkmar, Quality Assurance Officer, Chemical Hygiene Officer – Ms. Volkmar obtained a B.S. in Environmental Science from Western Washington State as well as a Ph.D. in Agricultural and Environmental Chemistry from U.C. Davis. She gained more than three years bench experience in an environmental analytical chemistry laboratory prior to her graduate work and while in graduate school, managed a research project laboratory. Ms. Volkmar joined Caltest in 2009 as Metals analyst conducting analyses such as mercury, methyl mercury, cyanide, and BOD as well as operating the ICPMS and IC instruments. In 2009, she transitioned to the Caltest Quality Assurance team, participating in training for NELAC criteria, laboratory auditing, and lead auditor training. In 2011, Ms. Volkmar was promoted to the Quality Assurance Officer and is responsible for providing technical support, monitoring control charts, assisting each department in the implementation of corrective actions for non-conforming data as well as being instrumental in Caltest's continuous efforts for improvement.

Melinda Kelley, Client Services Coordinator, Senior Project Manager – Ms. Kelley obtained a B.A. in Business from Sonoma State University as well as a M.S. in Environmental Studies from CSU Fullerton. She has worked in the environmental science field since 2002, developing and managing a





wide variety of stormwater management and water conservation projects in Los Angeles and the Bay Area. In 2014, Ms. Kelley joined Caltest as a Project Manager, coordinating highly detailed client projects for compliance monitoring in drinking water, wastewater, stormwater, and irrigated lands regulatory programs. In August of 2016, she accepted the responsibilities of Client Services Coordinator. She has been managing City of Roseville's projects since December of 2014.

Rick Heines, Organics Lead Analyst - Mr. Heines has provided Organics analyses and expertise since 1986. In 1995, he began his Caltest career in the laboratory as an Organics Analyst and was promoted in 1999 to Organics Coordinator/Lead Analyst, leading the technical development and troubleshooting of the department. Mr. Heines has a vast compendium of experience which includes volatiles by GC and GC/MS, carbamates by HPLC, pesticides by GC as well as fuels by GC and GC/MS. He has worked on countless industrial client projects involving extensive sample preparation as well as has been involved in industrial hygiene analyses. Mr. Heines has been instrumental in the optimization efforts of analyses such as semi-volatile GC/MS, pesticides, herbicides, extractable TPH, and HPLC methods. He has lead educational seminars on organics analyses and clean-up procedures, and was published in the Journal of the American Chemical Society for his work on pyrethroid pesticide analyses.

Betsy Matawaran, Metals Coordinator/Lead Analyst - Ms. Matawaran obtained a B.S. in Chemical Engineering from University of Santo Tomas, Manila, Philippines and has conducted EPA methods for the analyses of Trace Metals since 1988. In 1993, she joined Caltest as a Trace Metals Analyst and was promoted in 1996 to Metals Coordinator/Lead Analyst, leading the technical development and troubleshooting of the department. She has extensive experience in the analyses and quality control of low-level metals methods, and is responsible for Caltest's development of ICPMS by EPA Method 1638, trace mercury analysis by EPA Method 1631 as well as methyl mercury analysis by EPA Method 1630.

Michael Soon, Wet Chemistry, Biology and Microbiology Coordinator - Mr. Soon obtained a B.S. in Chemistry from U.C. Davis. In 1991, he began his career at Caltest as an Environmental Analyst and was promoted in 1993 to Coordinator, leading the conduct of wet chemistry, biology and microbiology analyses such as cyanide, phenol, nutrients, anions, TOC, BOD, COD, TSS, VSS, coliform etc. As a result of his attentive direct supervision, Mr. Soon's department has received excellent performance reviews from industrial client audits, EPA proficiency samples, blind QC samples as well as double-blind QC samples. He has demonstrated technical expertise leading educational seminars on wet chemistry analyses and training clients' analysts on cyanide analyses.

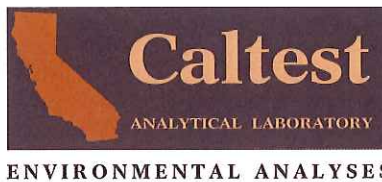
Subcontract Labs

- | | |
|---|--|
| 1. Eurofins Eaton Analytical
(CA-ELAP and NELAP certified)
750 Royal Oaks Drive, Suite 100
Monrovia, California 91016-3629 | 3. Enviromatrix
(CA-ELAP certified)
4340 Viewridge Ave., Ste. A
San Diego, CA 92123 |
| 2. BC Laboratories
(CA-ELAP and NELAP certified)
4100 Atlas Ct
Bakersfield, CA 93308 | 4. EMSL
(CA-ELAP certified)
464 McCormick Street
San Leandro, CA 94577 |



6.6 TAB D
Project Understanding

Caltest Analytical Laboratory



Tab D: Project Understanding

For over ten years Caltest has been providing the City of Roseville with exceptional analytical and client services.

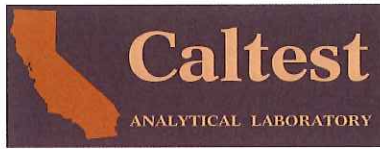
Given this long-standing relationship, Caltest is extremely familiar with the City's special permit requirements, reporting limits, and compound lists and is confident that it can meet needed deadlines, and provide high-quality compliant data.

Caltest offers exceptional value through total customer service including method-specific sample containers, sample pickup, correct methods, detection limits and reporting limits required for compliance, and responsive follow-up to any issues. If there is any concern with the analytical results reported Caltest re-runs the analyses in triplicate to confirm the value. Caltest includes all the following with the analysis: containers, packing and shipping costs, container delivery and sample pickup and any needed labels, coolers and COCs.

Overview of Caltest's qualifications are below; these demonstrate our unique position and ability for this meeting the many requirements of this RFP.

1. Caltest meets the reporting limits defined in this request for proposal (RFP), and uses Clean Water Act approved methods to do so. Analytical methods are chosen with the intent to offer the most robust Clean Water Act compliant data possible. We comply with Clean Water Act detection limit requirements from the analytical methods, and determine MDL values as described in 40CFR Part 136, App. B. We also comply with the definition of a Minimum Level as described in the CTR/SIP. Caltest was the first lab in the State to meet the demanding criteria of the CTR/SIP and has served as a subcontract lab for others needing this work for over ten years.
2. Caltest is a full-service lab that performs key compliance analysis in-house at the Napa facility including:
 - Low level total mercury by EPA 1631,
 - ICPMS for wastewater compliance analyses
 - Low level Cyanide reporting for wastewater
 - Methyl Mercury analyses
 - California Toxics Rule/State Implementation Plan compliant analyses
 - Mass Spectral confirmation of Chlorinated Pesticides at low reporting levels
 - Chlorinated pesticide with simultaneous Mass Spectral confirmation
 - Pyrethroid and Pyrethrin pesticides by Mass Spec.
 - ICPMS by Collision Cell Mode for All analytes, Reaction Cell Mode for selenium
 - Pyrethroid pesticides by Negative Chemical Ionization Mass Spec.
 - Fipronil and Fipronil Degradates by Negative Chemical Ionization Mass Spec.
 - Low Level Pyrethroid pesticides by Triple Quadrupole Mass Spec with Negative Chemical Ionization and Multiple Reaction Mode





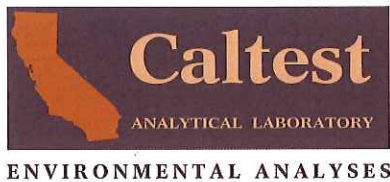
ENVIRONMENTAL ANALYSES

3. Caltest is California ELAP Certified and NELAP accredited, and has been extensively audited by a top team of laboratory operations specialists from the Department of Energy.
4. Caltest is TNI certified and all staff participate in annual Ethics and Integrity training.
5. Caltest offers clients secure access to an online LIMS system 24 hours a day, 7 days a week.
6. Caltest has specialized in meeting the compliance monitoring needs of regulated wastewater dischargers for over 35 years.
7. Caltest has a field services team that available for pickups and container delivery 7-days a week at no additional cost.
8. All analysis noted above are performed at Caltest Analytical lab located in Napa, just 70 miles, within about an hour, from the Roseville facilities.



6.7 TAB E
Project Plan

Caltest Analytical Laboratory



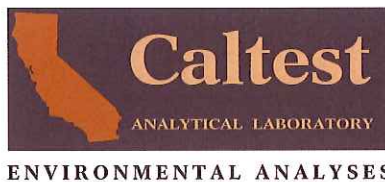
TAB E- Project Plan

Overview: Caltest has been providing services included in this RFP for the City of Roseville for over ten years and thus will be able to seamlessly continue these services into the new contract cycle. Customized project-specific Roseville profiles are set up to ensure that all the City's permit-required reporting limits, methods and compounds are reported.

Project Plan: For all projects Caltest utilizes a team approach which includes Client service, Project Management, Lab Coordinators, Lab Director and Quality Assurance officer. This team currently comprises members that have been on staff with Caltest for 20+ years. Overview of the work plan process is highlighted below. Detailed staff and subcontract lab information is included in Tabs A and C.

- a. The Project Manager serves as coordinator of the lab's services to the client. The project manager reviews the client requests for analyses and meets with the lab coordinators and lab director to confirm any non-standard reporting criteria. This often involves additional analytes, or specific reporting limits requested, or special fast turnaround times. Once the analyses, client-specific requirements and sampling dates are confirmed, arrangements for required containers, preservatives, and ultimately sample pick-up at the client's facility are established
- b. Most analyses are completed and reported within 10 working days. Many projects are more complicated and may be processed on the understanding that final reports may take three to four weeks, and longer for some sub-contracted analyses. Some projects have urgent components, for which we schedule lab analysts and couriers and sample control to all meet a short hold analysis such as hexavalent chromium analysis in less than 24 hours. Special weekend pickup and short hold analyses can be coordinated by the project manager with lab staff to meet hold time.
- c. For more conventional work, couriers pick up the samples, confirm contents of pickup match the Chain of Custody, pack on ice with a temperature blank, and drive the samples to the lab where they sign over custody to the sample control staff. The samples are logged in, and log-in confirmation is reviewed by the Project Manager for correctness (right tests, analytes, reporting limits, pricing, turnaround time). The staff then proceeds to run the tests logged in. Upon completion of analytical work, the report is printed and reviewed. Any non-conformance or question is addressed. When the report is complete and correct it is then signed, scanned and delivered along with client-specific EDDs and invoices. If a client has questions or concerns about a result, the project manager then researches any potential anomalies. The analytical staff checks for any data errors. If none are found, they continue on to perform the analysis in triplicate to confirm the initial result or not. The additional results support the initial value, or are used to justify re-reporting the new value on an amended report.





- d. Caltest has a long history of responding to client's needs when accelerated and/or emergency sampling is required. We can mobilize quickly to extend lab and staff hours and have redundant instrumentation that can take on extra capacity on as-needed basis.

KEY STAFF MEMBERS (see more details in TAB C)

Todd Albertson, President, CEO, General Manager – Mr. Albertson is responsible for the management of Laboratory Operations, Accounting, and Client Services. In 2013, he accepted the duties of General Manager, adding the accountability of Sales, Marketing, and Contract Management while maintaining responsibility of Laboratory Operations, Accounting, and Client Services.

Shawna Rees, Laboratory Director – Ms. Rees is the Technical Director, working with the Laboratory Director to provide technical direction for laboratory services.

Emily Volkmar, Quality Assurance Officer, Chemical Hygiene Officer – Ms. Volkmar is the Quality Assurance Officer and is responsible for providing technical support, monitoring control charts, assisting each department in the implementation of corrective actions for non-conforming data as well as being instrumental in Caltest's continuous efforts for improvement.

Melinda Kelley, Client Services Coordinator, Senior Project Manager – Ms. Kelley is Senior Project Manager and Client Services Coordinator. She has been managing City of Roseville's projects since December of 2014.

Rick Heines, Organics Lead Analyst - Mr. Heines is Organics Coordinator/Lead Analyst, leading the technical development and troubleshooting of the department. Mr. Heines has a vast compendium of experience which includes volatiles by GC and GC/MS, carbamates by HPLC, pesticides by GC as well as fuels by GC and GC/MS.

Betsy Matawaran, Metals Coordinator/Lead Analyst - Ms. Matawaran is Metals Coordinator/Lead Analyst, leading the technical development and troubleshooting of the department. She is responsible for Caltest's development of ICPMS by EPA Method 1638, trace mercury analysis by EPA Method 1631 as well as methyl mercury analysis by EPA Method 1630.

Michael Soon, Wet Chemistry, Biology and Microbiology Coordinator - Mr. Soon coordinates the conduct of wet chemistry, biology and microbiology analyses such as cyanide, phenol, nutrients, anions, TOC, BOD, COD, TSS, VSS, coliform etc.

Subcontract Labs

- | | |
|---|--|
| <p>1. Eurofins Eaton Analytical
(CA-ELAP and NELAP certified)
750 Royal Oaks Drive, Suite 100
Monrovia, California 91016-3629</p> | <p>3. Enviromatrix
(CA-ELAP certified)
4340 Viewridge Ave., Ste. A
San Diego, CA 92123</p> |
| <p>2. BC Laboratories
(CA-ELAP and NELAP certified)
4100 Atlas Ct
Bakersfield, CA 93308</p> | <p>4. EMSL
(CA-ELAP certified)
464 McCormick Street
San Leandro, CA 94577</p> |



21.1 General Equipment Requirements-(Excerpted from Caltest QAM 22)

Caltest provides all the necessary equipment required for the correct performance of the scope of environmental testing presented in this QAM. All equipment and software used for testing and sampling is capable of achieving the accuracy required and complies with the specifications of the environmental test method as specified in Caltest SOPs.

Equipment is operated only by authorized personnel.

Caltest's procedure for safe handling, transport, storage, use, and planned maintenance of measuring equipment to ensure proper functioning and in order to prevent contamination or deterioration is found with the manufacturer's manuals and instrument maintenance books.

Up-to-date instructions on the use and maintenance of equipment (including any relevant manuals provided by the manufacturer of the equipment) are readily available for use by laboratory personnel.

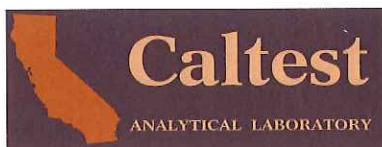
All equipment is calibrated or checked before being placed into use to ensure that it meets laboratory specifications and the relevant standard specifications.

Test equipment, including hardware and software, are safeguarded from adjustments which would invalidate the test results measured by limiting access to the equipment and using password protection where possible.

Equipment that has been subject to overloading, mishandling, given suspect results, or been shown to be defective or outside specifications is taken out of service, isolated to prevent its use, or clearly labeled as being out of service until it has been shown to function properly. If it is shown that previous tests are affected, then procedures for non-conforming work are followed.

Each item of equipment and the software used for testing and significant to the results is uniquely identified and records of equipment and software are maintained. This information includes the following:

- a) identity of the equipment and it's software
- b) manufacturer's name, type identification, serial number, or other unique identifier
- c) checks that equipment complies with specifications of applicable tests;
- d) current location
- e) manufacturer's instructions, if applicable, or a reference to their location
- f) dates, results and copies of reports and certificates of all calibrations, adjustments, acceptance criteria, and the due date of next calibration
- g) maintenance plan where appropriate, and maintenance carried out to date, documentation on all routine and non-routine maintenance activities, and reference material verifications



ENVIRONMENTAL ANALYSES

- h) any damage, malfunction, modification, or repair to the equipment
- i) date received and date placed into service (if applicable)
- j) condition when received, if available (new, used, reconditioned)



Table 3. Primary Equipment and Instrumentation.

Description	Make (quantity)	Model	Year of Mfg.
ORGANICS			
GC/MS/MS	Agilent	7890/7000A	2011
GC/MS	Agilent	7890A/5975C	2010
GC/MS-EI/CI + μ ECD detector	Agilent	7890A/5975C	2008
GC/MS + μ ECD detector	Agilent	6890N/5975C	2005
GC/MS	HP (2)	5890-II/5972	1991
GC/MS	HP	6890A/5973	1998
GC w/ dual ECD detectors	HP	5890 Series 1	1985
GC w/ dual ECD detectors	HP	5890 Series 2	1991
GC w/ NPD/NPD detectors	HP	5890 Series 2	1991
GC w/ dual FID detectors	HP	5890	1989
HPLC (Photodiode array detector)	Waters	600E	1992
Autosampler Towers	HP (9)	7673 (18593B)	various
Autosampler Turntable	HP (2)	18596B	various
VOC Purge and Trap-GC/MS	Tekmar (2)	Velocity	2003
VOC Purge and Trap	O-I (1)	4460A	n/a
VOC Autosampler	Varian (3)	ARCHON	1997
Sonic Horn	Tekmar (2)	TSD-600D	1991
Refrigerated Water Circulator	Lauda	UKT-1500	n/a
Extractor-Concentrator	Corning (12)	2 Liter	1991
Turbovap	Zymax (2)	Turbovap 2	1994
Turbovap	Zymax	Turbovap 2	2007
DryVap	Fluid Management Systems (2)	SuperVap 6	2016
N-Evap	Organomation	585(SN15175)	1996
Kiln	W.P. Dawson Inc.	LT-3K	1994
VOC Autosampler	Tekmar (2)	AquaTek	2003
Automated Soxhlet	Foss	SoxTec 2050	2009
Automated Precision Syringe Unit	Gerstel	MPS2	2009
Oil & Grease Extraction Unit	Horizon (2)	3000XL	2005 & 2014
Auto-Solid Phase Extractor	Horizon	4790 SPE-Dex	2009

NOTE: HP = Hewlett Packard

PE = Perkin Elmer

TJA = Thermo Jarrel Ash

Table 3. Primary Equipment and Instrumentation (continued).

Description	Make (quantity)	Model	Year of Mfg.
METALS			
Metals Digestion Hot Block	CPI	MODBLOCK	2010
Metals Digestion Hot Block	CPI (3)	MODBLOCK	1998
Autodigestor	AGS Scientific (1)	Durablock Auto	2016
FIMS	Perkin Elmer	100	2002
Mercury Analyzer	AGS Scientific (1)	RA-4300A	2016
ICP/MS	AGILENT	7500	2007
Tekran CVAFS	Tekran (2)	2600	1999 & 2006
Atomic Fluorescence Spec (Methyl Mercury Analyzer)	Brooks-Rand	III	2004
Tekran CVAFS (MeHg)	Tekran	2700	2009
WETCHEM/BIOLOGY/MICRO			
Ion Chromatograph w/ Autosampler	Metrohm	850Plus IC	2010
Ion Chromatograph w/ Autosampler	Dionex	DX 320	2006
TOC Analyzer	Shimadzu	TOC-L CSH	2017
Segmented Flow Analyzer	Skalar	SAN System	1991/2007
Spectrophotometer	HACH	DR/4000	1998
50 Place TKN Digester	SEAL	BD50	2012
Auto Nitrogen Analyzer	Foss	2400	2000/2008
pH/Ion Selective Meter	Orion	EA940	1986
pH/Ion Selective Meter	Orion	370	1996
Quebec Colony Counter	AmericanOpticalCorp	3325	unknown
Autoclave	Market Forge (2)	STM-E	unknown
MIDI CN Distillation System	Andrews Glass Co.	110-04	2002/2009
MIDI CN Distillation System	Andrews Glass Co.(2)	110-10	2002/2009
Seal Auto Analyzer	SEAL	AQ-2	2003/2008
MIDI Phenols Distillation System	Andrews Glass Co.	110-10-PA	2008
BOD Analyzer (Dual Probe)	Skalar	SP1000	2009
QuantiTray	IDEXX	2x	2004
Auto-titrater System	ManSci	PC-Titration Plus	2008
Turbidimeter	Hach	TL2300	2016

NOTE: HP = Hewlett Packard

PE = Perkin Elmer

TJA = Thermo Jarrel Ash

21.2 Support Equipment

(TNI 2009 VIM2, Section 5.5.13.1; DOE QSM VIM2, ver 3.1, Section 5.5.2.1)

All support equipment is maintained in proper working order and records are kept of all repair and maintenance activities, including service calls. All support equipment is calibrated or verified annually over the entire range of use using NIST traceable references where available. Results for the calibration of support equipment are within specifications or (1) the equipment is removed from service until repaired, or

(2) records are maintained of correction factors to correct all measurements.

Support equipment such as balances, ovens, refrigerators, freezers, and water baths are checked with a NIST traceable reference if available, each day prior to use, to ensure they are operating within the expected range for the application for which the equipment is to be used. Logbooks are set up with acceptance criteria.

Mechanical volumetric dispensing equipment, including burettes (except Class A glassware), is checked for accuracy quarterly.

Glass micro-liter syringes have a certificate attesting to the established accuracy. If the certificate of accuracy for glass micro-liter syringes is not available, the accuracy of the syringe is demonstrated upon receipt and documented.

For chemical tests that use autoclaves, the temperature, cycle time, and pressure is documented by use of chemical indicators or temperature recorders and pressure gauges.

For microbiology analyses, records for autoclaves used in the laboratory are required for the following:

- initial performance of the autoclave functional properties (supplied by the installer)
- temperature demonstration of sterilization continuous monitoring device or maximum registering temperature
- for every cycle, record date, contents, maximum temperature reached, pressure, time in sterilization mode, total run time, and analysts initials
- quarterly check of autoclave timing device against a stopwatch
- annual maintenance checks to include a pressure check and calibration of temperature device

All raw data records are retained to document equipment performance. These records include logbooks, data sheets, or equipment computer files.

In the event of catastrophic failure, affected samples will be identified and clients will be notified as soon as possible.

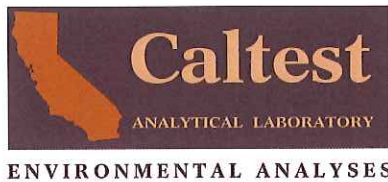
21.2.1 Support Equipment Maintenance

Regular maintenance of support equipment, such as balances and fume hoods is conducted at least annually. Maintenance on other support equipment, such as ovens, refrigerators, dishwashers, and thermometers is conducted on an as needed basis.

Records of maintenance to support equipment are documented in logbooks. Each piece of support equipment does not necessarily have its own logbook. Logbooks may be shared with equipment that is of a similar nature.

6.8 TAB F
Required Statements/Documents

Caltest Analytical Laboratory



TAB F—Required Statements/Documents

1. Section 5.0 — Assurance of Designated Project Team

Caltest will use the designated project team and sub-contractors for any project included in this proposal. Caltest understands that any departure or reassignment of, or substitution for, any member of the designated project team or sub-contractors will be made without the prior written approval of the City.

2. Section 10.4 — Absence of Conflict

Caltest warrants that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract without immediate divulgence of such fact to the City. Caltest does not have any actual, apparent, direct, indirect, or potential conflicts of interest related to the services to be provided to the City

3. Section 10.7 — Insurance

Caltest meets all the standard indemnification and insurance requirements that are provided in the sample contract, included in **Attachment B**. All costs of complying with these insurance requirements are included in the proposed pricing. The City of Roseville is currently listed as an additional insured under the company's insurance policy.

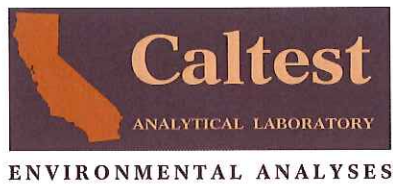
4. Section 10.23- Proprietary Information

Caltest agrees that nothing contained in this proposal will be proprietary.



6.9 TAB G
Exceptions

Caltest Analytical Laboratory

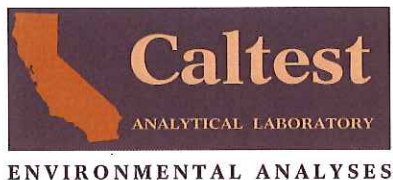


TAB G—Exceptions

Caltest attests that there are no proposed exceptions, alterations or amendments to the Scope of Services, Sample Contract (Attachment B) or other requirements of this RFP.



6.10 TAB H
Competency of Proposers
Caltest Analytical Laboratory

**TAB H—Competency of Proposer**

Caltest meets all the requirements of this RFP and has the necessary facilities, ability, experience and financial resources to provide the services specified in an exemplary and timely fashion. Other sections of this response provide additional documentation and details to further confirm meeting these requirements.

Caltest is financially stable and operates in a fiscally conservative fashion. We have been a family-owned and operated business for over 35 years. There are no pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. No client has ever terminated a contract with Caltest for breach.



6.11 TAB J
Cost Proposal

Caltest Analytical Laboratory

CITY OF ROSEVILLE
RFP 08-034
ATTACHMENT D-Analyses Pricing Sheet

Attachment D ANALYSES PRICING SHEET										
Parameters/ Test Packages (See Attachment B -constituent list, Methods,RL etc)										
Estimated Required- Annual	Estimated Required - Third year	Probable Special studies	Price (\$)			Turn Around Multipliers			Sub- Contract Lab	
			Each	Extended (includes Annual, Third Yr, and Spec. Studies		24-hour*	48-hour*	5-day*		
1. General Chemistry Inorganics										
Total organic Carbon (TOC)	24		24	\$ 67.50	\$ 3,240.00	3	2.5	1.5		
Nitrate (as N)- EPA 300	24	8	8	\$ 37.80	\$ 1,512.00	3	2.5	1.5		
Nitrite (as N)- EPA 354.1	24	8	8	\$ 32.40	\$ 1,296.00	3	2.5	1.5		
NO3-NO2 (as N)-EPA 353.2	24			\$ 37.80	\$ 907.20	3	2.5	1.5		
Fluoride EPA 300	12	4	8	\$ 37.80	\$ 907.20	3	2.5	1.5		
Boron	8			\$ 33.30	\$ 266.40	3	2.5	1.5		
Total Phosphorus (PO4 as P)	8			\$ 48.60	\$ 388.80	3	2.5	1.5		
Total Anion/Cation balance	2			\$ 189.00	\$ 378.00	3	2.5	1.5		
Water Suitability	2			\$ 350.00	\$ 700.00	3	2.5	1.5	EEA	
Inhibitory studies	2			\$ 350.00	\$ 700.00	3	2.5	1.5	EEA	
Oil and Grease-EPA1664-Stormwater	8			\$ 75.60	\$ 604.80	3	2.5	1.5		
TKN			8	\$ 58.50	\$ 468.00	3	2.5	1.5		
DOC			24	\$ 67.50	\$ 1,620.00	3	2.5	1.5		
Cyanide	16		16	\$ 76.50	\$ 1,224.00	3	2.5	1.5		
Phosphorus (as P)	16		16	\$ 48.60	\$ 777.60	3	2.5	1.5		
Sulfide-EPA376.2	16		16	\$ 52.20	\$ 835.20	3	2.5	1.5		
EPA218.6 -Cr VI	16		16	\$ 85.00	\$ 1,360.00	3	2.5	1.5	EEA	
TDS	16		16	\$ 34.20	\$ 547.20	3	2.5	1.5		
EC	16		16	\$ 28.80	\$ 460.80	3	2.5	1.5		
MBAS	16		16	\$ 82.80	\$ 1,324.80	3	2.5	1.5		
EPA 300-chloride and sulfate (as SO4)	16		16	\$ 75.60	\$ 1,209.60	3	2.5	1.5		
Sulfite (as SO3)- EPA 377.1	16		16	\$ 95.00	\$ 1,520.00	3	2.5	1.5	EEA	

CITY OF ROSEVILLE
RFP 08-034

ATTACHMENT D-Analyses Pricing Sheet

General Minerals-includes total anion, total cation and ion-balance. Please submit supplemental sheet for parameters included in this package.		8				\$ 310.50	\$ 2,484.00	3	2.5	1.5	
2. Metals Individual Analytes											
EPA 200.8		2				\$ 33.30	\$ 66.60	3	2.5	1.5	
Cu, Cr (III), Fe, Mo, Mn, Ni, Pb, Sb, Se, Ti, Zn		24				\$ 247.50	\$ 5,940.00	3	2.5	1.5	
3. Sample Preparation per Sample											
Digestion	as needed					\$ 25.20		3	2.5	1.5	
Filtering	as needed					\$ 40.50		3	2.5	1.5	
4. Organics											
EPA 504		16				\$ 150.00	\$ 2,400.00	3	2.5	1.5	EEA
EPA505		16				\$ 195.00	\$ 3,120.00	3	2.5	1.5	EEA
EPA515		16				\$ 225.00	\$ 3,600.00	3	2.5	1.5	EEA
EPA525		16				\$ 300.00	\$ 4,800.00	3	2.5	1.5	EEA
EPA531		16				\$ 170.00	\$ 2,720.00	3	2.5	1.5	EEA
EPA547		16				\$ 175.00	\$ 2,800.00	3	2.5	1.5	EEA
EPA548		16				\$ 170.00	\$ 2,720.00	3	2.5	1.5	EEA
EPA549		16				\$ 170.00	\$ 2,720.00	3	2.5	1.5	EEA
EPA 608		16				\$ 207.00	\$ 3,312.00	3	2.5	1.5	
EPA608 (Grab)-Methoxychlor		16				\$ 207.00	\$ 3,312.00	3	2.5	1.5	
EPA624 (with CEVE)		16				\$ 270.00	\$ 4,320.00	3	2.5	1.5	
EPA614 (Thiobencarb,Diazinon and chlorpyrifos)		16				\$ 189.00	\$ 3,024.00	3	2.5	1.5	
EPA 625		8				\$ 445.50	\$ 3,564.00	3	2.5	1.5	
EPA 625 (Grab)-Hexachlorobenzene, Hexachlorobutadiene, Hexachloroethane, Naphthalene, Bis(2-ethylhexyl)phthalate		16				\$ 445.50	\$ 7,128.00	3	2.5	1.5	

CITY OF ROSEVILLE
RFP 08-034

ATTACHMENT D-Analyses Pricing Sheet

Pyrethroids NCI(PYRD3Q-TripleQ)				24	\$	649.00	\$	15,576.00	3	2.5	1.5	
Fipronil				24	\$	360.00	\$	8,640.00	3	2.5	1.5	
Chlorpyrifos (ultra low MDL)				24	Incl w/ pyrethroids		Incl w/ pyrethroids		3	2.5	1.5	
Diazinon (ultra low MDL)				24	Incl w/ pyrethroids		Incl w/ pyrethroids		3	2.5	1.5	
5. Mercury and Methyl Mercury												
Hg-EPA1631	48	8	16	\$	87.30	\$	6,285.60	3	2.5	1.5		
Methyl Hg- EPA 1630	48	8	16	\$	189.00	\$	13,608.00	3	2.5	1.5		
Hg-EPA245.1	38			\$	72.00	\$	2,736.00	3	2.5	1.5		
6. Miscellaneous Tests												
Asbestos TEM-EMSL (EPA 600/R-94/134)		16		\$	250.00	\$	4,000.00	3	2.5	1.5	EMSL	
Tributyltin(Krone)		16		\$	350.00	\$	5,600.00	3	2.5	1.5	ENVIRONMENTAL	
TSS			24	\$	31.50	\$	756.00	3	2.5	1.5		
7. Biosolids												
CAM 17 Metals TTLC	8			\$	310.50	\$	2,484.00	3	2.5	1.5		
Cam 17 Metals STLC	8			\$	441.00	\$	3,528.00	3	2.5	1.5		
EPA 7471A - Mercury, Total	8			\$	58.50	\$	468.00	3	2.5	1.5		
EPA 8081A	8			\$	189.00	\$	1,512.00	3	2.5	1.5	BC LABS	
EPA 8082	8			\$	162.00	\$	1,296.00	3	2.5	1.5	BC LABS	
EPA 8260C	8			\$	261.00	\$	2,088.00	3	2.5	1.5	BC LABS	
EPA 8270B	8			\$	427.50	\$	3,420.00	3	2.5	1.5	BC LABS	
EPA 9012A - Cyanide	8			\$	82.80	\$	662.40	3	2.5	1.5	BC LABS	
%solids	8			\$	28.80	\$	230.40	3	2.5	1.5		

* Rush upon lab availability

ATTACHMENT C
Constituent List

Caltest Analytical Laboratory

CITY OF ROSEVILLE
RFP 08-034
ATTACHMENT C-Constituent List

Constituent	City of Roseville				Analytical Labs Capabilities			
	Desired Method	MDL	RL	Units	Method	Current MDL	Lowest RL	Subcontract Lab
Hardness Calculation	Calc	---	---	mg/l	Calculation	0.5	0.5	
Total Anions Calc	Calc	---	---	meq/l	Calculation	n/a	n/a	
Total Cations Calc	Calc	---	---	meq/l	Calculation	n/a	n/a	
Ion Balance Calc	Calc	---	---	meq/l	Calculation	n/a	n/a	
Mercury	EPA 1631E	0.0002	0.0005	ug/l	EPA 1631E	0.0002	0.0005	
Iron	EPA 200.7	5	50	mg/l	EPA 200.8-Collision Mode	0.005	0.05	
Manganese	EPA 200.7	0.1	5	mg/l	EPA 200.8-Collision Mode	0.1	0.5	
Aluminum	EPA 200.8	1.6	10	ug/l	EPA 200.8-Collision Mode	2	10	
Antimony	EPA 200.8	0.063	0.5	ug/l	EPA 200.8-Collision Mode	0.05	0.5	
Arsenic	EPA 200.8	0.008	0.5	ug/l	EPA 200.8-Collision Mode	0.06	0.5	
Barium	EPA 200.8	0.023	0.1	ug/l	EPA 200.8-Collision Mode	0.08	0.1	
Beryllium	EPA 200.8	0.041	0.1	ug/l	EPA 200.8-Collision Mode	0.09	0.1	
Cadmium	EPA 200.8	0.011	0.1	ug/l	EPA 200.8-Collision Mode	0.05	0.1	
Chromium, (Total)	EPA 200.8	0.02	0.5	ug/l	EPA 200.8-Collision Mode	0.05	0.5	
Copper	EPA 200.8	0.06	0.5	ug/l	EPA 200.8-Collision Mode	0.15	0.5	
Lead	EPA 200.8	0.071	0.25	ug/l	EPA 200.8-Collision Mode	0.06	0.25	
Nickel	EPA 200.8	0.01	0.5	ug/l	EPA 200.8-Collision Mode	0.06	0.5	
Selenium	EPA 200.8	0.13	1	ug/l	EPA 200.8-Collision Mode	0.4	1	
Silver	EPA 200.8	0.063	0.1	ug/l	EPA 200.8-Collision Mode	0.02	0.1	
Thallium	EPA 200.8	0.07	0.1	ug/l	EPA 200.8-Collision Mode	0.05	0.1	
Zinc	EPA 200.8	0.8	1	ug/l	EPA 200.8-Collision Mode	0.7	1	
Chloride	EPA 300.0	0.1	10	mg/l	EPA 300.0	0.2	1	
Fluoride	EPA 300.0	0.01	0.1	mg/l	EPA 300.0	0.02	0.1	
Nitrate, as N	EPA 300.0	0.01	2	mg/l	EPA 300.0	0.02	0.1	
Sulfate (as SO4)	EPA 300.0	0.1	5	mg/l	EPA 300.0	0.1	0.5	
Ammonia	EPA 350.1	0.1	0.5	mg/l	SM20-4500-NH3 C	0.05	0.1	
Sulfite	EPA 377.1	0.49	1	ug/l	EPA 377.1	2000	4000	Eurofins Eaton
2,4,5-TP (Silvex)	EPA 515.4	0.02	0.2	ug/l	EPA 515.4	0.022	0.2	Eurofins Eaton
2,4-D	EPA 515.4	0.03	0.1	ug/l	EPA 515.4	0.028	0.1	Eurofins Eaton
Bentazon	EPA 515.4	0.06	0.5	ug/l	EPA 515.4	0.063	0.5	Eurofins Eaton
Dalapon	EPA 515.4	0.1	1	ug/l	EPA 515.4	0.122	1	Eurofins Eaton
Dinoseb	EPA 515.4	0.02	0.2	ug/l	EPA 515.4	0.024	0.2	Eurofins Eaton
Picloram	EPA 515.4	0.02	0.1	ug/l	EPA 515.4	0.015	0.1	Eurofins Eaton
Alachlor	EPA 525.2	0.02	0.05	ug/l	EPA 525.2	0.022	0.05	Eurofins Eaton
Atrazine	EPA 525.2	0.05	0.05	ug/l	EPA 525.2	0.048	0.05	Eurofins Eaton
Bis (2-ethylhexyl) adipate	EPA 525.2	0.06	0.6	ug/l	EPA 525.2	0.063	0.6	Eurofins Eaton
Molinate	EPA 525.2	0.02	0.1	ug/l	EPA 525.2	0.015	0.1	Eurofins Eaton
Simazine	EPA 525.2	0.03	0.05	ug/l	EPA 525.2	0.028	0.05	Eurofins Eaton
Carbofuran	EPA 531.2	0.1	0.5	ug/l	EPA 531.2	0.104	0.5	Eurofins Eaton
Oxamyl	EPA 531.2	0.2	0.5	ug/l	EPA 531.2	0.173	0.5	Eurofins Eaton

CITY OF ROSEVILLE
RFP 08-034
ATTACHMENT C-Constituent List

Constituent	City of Roseville				Analytical Labs Capabilities			
	Desired Method	MDL	RL	Units	Method	Current MDL	Lowest RL	Subcontract Lab
Glyphosate	EPA 547	2	6	ug/l	EPA 547	1.6	6	Eurofins Eaton
Endothall	EPA 548.1	4	45	ug/l	EPA 548.1	2.635	5	Eurofins Eaton
Diquat	EPA 549.2	0.1	0.4	ug/l	EPA 549.2	0.344	0.4	Eurofins Eaton
Dibromochloropropane	EPA 551.1	0.008	0.01	ug/l	EPA 551.1	0.0084	0.01	Eurofins Eaton
Ethylene dibromide	EPA 551.1	0.006	0.01	ug/l	EPA 551.1	0.0057	0.01	Eurofins Eaton
4,4'-DDD	EPA 608	0.004	0.01	ug/l	EPA 608	0.004	0.01	
4,4'-DDE	EPA 608	0.003	0.01	ug/l	EPA 608	0.004	0.01	
4,4'-DDT	EPA 608	0.004	0.01	ug/l	EPA 608	0.003	0.01	
Aldrin	EPA 608	0.004	0.005	ug/l	EPA 608	0.002	0.005	
alpha-BHC	EPA 608	0.005	0.01	ug/l	EPA 608	0.003	0.01	
beta-BHC	EPA 608	0.004	0.005	ug/l	EPA 608	0.003	0.005	
Chlordane	EPA 608	0.005	0.05	ug/l	EPA 608	0.02	0.05	
delta-BHC	EPA 608	0.004	0.005	ug/l	EPA 608	0.003	0.005	
Dieldrin	EPA 608	0.004	0.01	ug/l	EPA 608	0.004	0.01	
Endosulfan I	EPA 608	0.004	0.01	ug/l	EPA 608	0.003	0.01	
Endosulfan II	EPA 608	0.005	0.01	ug/l	EPA 608	0.003	0.01	
Endosulfan sulfate	EPA 608	0.005	0.01	ug/l	EPA 608	0.004	0.01	
Endrin	EPA 608	0.005	0.01	ug/l	EPA 608	0.004	0.01	
Endrin aldehyde	EPA 608	0.005	0.01	ug/l	EPA 608	0.004	0.01	
gamma-BHC (Lindane)	EPA 608	0.004	0.01	ug/l	EPA 608	0.003	0.01	
Heptachlor	EPA 608	0.005	0.01	ug/l	EPA 608	0.003	0.01	
Heptachlor epoxide	EPA 608	0.004	0.01	ug/l	EPA 608	0.003	0.01	
Methoxychlor	EPA 608	0.005	0.01	ug/l	EPA 608	0.004	0.01	
PCB-1016	EPA 608	0.05	0.1	ug/l	EPA 608	0.05	0.1	
PCB-1221	EPA 608	0.05	0.1	ug/l	EPA 608	0.05	0.1	
PCB-1232	EPA 608	0.05	0.1	ug/l	EPA 608	0.05	0.1	
PCB-1242	EPA 608	0.04	0.1	ug/l	EPA 608	0.04	0.1	
PCB-1248	EPA 608	0.05	0.1	ug/l	EPA 608	0.05	0.1	
PCB-1254	EPA 608	0.05	0.1	ug/l	EPA 608	0.05	0.1	
PCB-1260	EPA 608	0.05	0.1	ug/l	EPA 608	0.05	0.1	
Toxaphene	EPA 608	0.2	0.5	ug/l	EPA 608	0.3	0.5	
Chlorpyrifos	EPA 614	0.03	0.05	ug/l	EPA 614	0.005	0.01	
Diazinon	EPA 614	0.02	0.05	ug/l	EPA 614	0.007	0.02	
Thiobencarb	EPA 614	0.18	0.2	ug/l	EPA 525	0.017	0.2	Eurofins Eaton
1,1,1-Trichloroethane (TCA)	EPA 624	0.19	0.5	ug/l	EPA 624	0.19	0.5	
1,1,2,2-Tetrachloroethane	EPA 624	0.1	0.5	ug/l	EPA 624	0.15	0.5	
1,1,2-Trichloroethane	EPA 624	0.16	0.5	ug/l	EPA 624	0.16	0.5	
1,1-Dichloroethane	EPA 624	0.19	0.5	ug/l	EPA 624	0.19	0.5	
1,1-Dichloroethene	EPA 624	0.21	0.5	ug/l	EPA 624	0.21	0.5	
1,2,4-Trichlorobenzene	EPA 624	0.19	0.5	ug/l	EPA 624	0.25	2.5	

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Constituent	Desired Method	MDL	RL	Units	Method	Current MDL	Lowest RL	Subcontract Lab
1,2-Dichlorobenzene	EPA 624	0.27	0.5	ug/l	EPA 624	0.27	0.5	
1,2-Dichloroethane (EDC)	EPA 624	0.18	0.5	ug/l	EPA 624	0.18	0.5	
1,2-Dichloropropane	EPA 624	0.18	0.5	ug/l	EPA 624	0.18	0.5	
1,3-Dichlorobenzene	EPA 624	0.18	0.5	ug/l	EPA 624	0.18	0.5	
1,3-Dichloropropene	EPA 624	0.16	0.5	ug/l	EPA 624	0.35	2.5	
1,4-Dichlorobenzene	EPA 624	0.18	0.5	ug/l	EPA 624	0.18	0.5	
2-Chloroethylvinyl ether	EPA 624	0.28	1	ug/l	EPA 624	0.28	1	
Acrolein	EPA 624	1.7	5	ug/l	EPA 624	1.7	2	
Acrylonitrile	EPA 624	0.69	2	ug/l	EPA 624	1.8	2	
Benzene	EPA 624	0.18	0.5	ug/l	EPA 624	0.18	0.5	
Bromodichloromethane	EPA 624	0.16	0.5	ug/l	EPA 624	0.16	0.5	
Bromoform	EPA 624	0.15	0.5	ug/l	EPA 624	0.15	0.5	
Bromomethane (Methyl Bromide)	EPA 624	0.17	0.5	ug/l	EPA 624	0.3	0.5	
Carbon tetrachloride	EPA 624	0.16	0.5	ug/l	EPA 624	0.16	0.5	
Chlorobenzene	EPA 624	0.18	0.5	ug/l	EPA 624	0.18	0.5	
Chloroethane (Ethyl Chloride)	EPA 624	0.38	0.5	ug/l	EPA 624	0.38	0.5	
Chloroform	EPA 624	0.19	0.5	ug/l	EPA 624	0.19	0.5	
Chloromethane (Methyl Chloride)	EPA 624	0.23	0.5	ug/l	EPA 624	0.3	0.5	
cis-1,2-Dichloroethene	EPA 624	0.2	0.5	ug/l	EPA 624	0.2	0.5	
Dibromochloromethane	EPA 624	0.17	0.5	ug/l	EPA 624	0.17	0.5	
Ethylbenzene	EPA 624	0.26	0.5	ug/l	EPA 624	0.26	0.5	
Methyl tert-butyl ether (MTBE)	EPA 624	0.15	0.5	ug/l	EPA 624	0.15	0.5	
Methylene chloride	EPA 624	0.2	0.5	ug/l	EPA 624	0.4	0.5	
Styrene	EPA 624	0.19	0.5	ug/l	EPA 624	0.19	2.5	
Tetrachloroethene (PCE)	EPA 624	0.19	0.5	ug/l	EPA 624	0.19	0.5	
Toluene	EPA 624	0.19	0.5	ug/l	EPA 624	0.19	0.5	
trans-1,2-Dichloroethene	EPA 624	0.22	0.5	ug/l	EPA 624	0.22	0.5	
Trichloroethene (TCE)	EPA 624	0.2	0.5	ug/l	EPA 624	0.2	0.5	
Trichlorofluoromethane (F-11)	EPA 624	0.29	0.5	ug/l	EPA 624	0.29	0.5	
Trichlorotrifluoroethane (F113)	EPA 624	0.11	1	ug/l	EPA 624	0.35	1	
Vinyl chloride	EPA 624	0.25	0.5	ug/l	EPA 624	0.25	0.5	
Xylenes, total	EPA 624	0.26	0.5	ug/l	EPA 624	0.47	0.5	
1,2-Diphenylhydrazine/Azo	EPA 625	0.9	1	ug/l	EPA 625	0.5	1	
2,4,6-Trichlorophenol	EPA 625	0.97	5	ug/l	EPA 625	0.5	5	
2,4-Dichlorophenol	EPA 625	0.99	1	ug/l	EPA 625	0.4	1	
2,4-Dimethylphenol	EPA 625	0.87	2	ug/l	EPA 625	0.4	2	
2,4-Dinitrophenol	EPA 625	0.83	5	ug/l	EPA 625	0.2	5	
2,4-Dinitrotoluene	EPA 625	0.96	5	ug/l	EPA 625	0.4	5	
2,6-Dinitrotoluene	EPA 625	0.98	5	ug/l	EPA 625	0.4	5	
2-Chloronaphthalene	EPA 625	0.98	5	ug/l	EPA 625	0.4	5	

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2-Chlorophenol	EPA 625	0.98	2	ug/l	EPA 625	0.4	2	
2-Methyl-4,6-dinitrophenol	EPA 625	0.91	5	ug/l	EPA 625	0.3	5	
2-Nitrophenol	EPA 625	0.89	5	ug/l	EPA 625	0.4	5	
3,3'-Dichlorobenzidine	EPA 625	5	5	ug/l	EPA 625	5	5	
4-Bromophenyl phenyl ether	EPA 625	0.97	5	ug/l	EPA 625	0.5	5	
4-Chloro-3-methylphenol	EPA 625	0.91	1	ug/l	EPA 625	0.5	1	
4-Chlorophenyl phenyl ether	EPA 625	0.99	5	ug/l	EPA 625	0.5	5	
4-Nitrophenol	EPA 625	0.83	5	ug/l	EPA 625	0.5	5	
Acenaphthene	EPA 625	0.03	0.3	ug/l	EPA 625	0.02	0.3	
Acenaphthylene	EPA 625	0.03	0.2	ug/l	EPA 625	0.02	0.2	
Anthracene	EPA 625	0.03	0.3	ug/l	EPA 625	0.01	0.3	
Benzdine	EPA 625	5	5	ug/l	EPA 625	4	5	
Benzo (a) anthracene	EPA 625	0.03	0.3	ug/l	EPA 625	0.02	0.3	
Benzo (a) pyrene	EPA 625	0.03	0.3	ug/l	EPA 625	0.02	0.3	
Benzo (b) fluoranthene	EPA 625	0.03	0.3	ug/l	EPA 625	0.02	0.3	
Benzo (g,h,i) perylene	EPA 625	0.03	0.1	ug/l	EPA 625	0.02	0.1	
Benzo (k) fluoranthene	EPA 625	0.03	0.3	ug/l	EPA 625	0.02	0.3	
Benzyl butyl phthalate	EPA 625	0.98	5	ug/l	EPA 625	0.5	5	
Bis (2-chloroethoxy) methane	EPA 625	0.93	5	ug/l	EPA 625	0.5	5	
Bis (2-chloroethyl) ether	EPA 625	0.95	1	ug/l	EPA 625	0.4	1	
Bis (2-chloroisopropyl) ether	EPA 625	0.81	2	ug/l	EPA 625	0.4	2	
Bis (2-ethylhexyl) phthalate	EPA 625	0.95	3	ug/l	EPA 625	0.5	3	
Chrysene	EPA 625	0.3	0.03	ug/l	EPA 625	0.02	0.3	
Dibenzo (a,h) anthracene	EPA 625	0.1	0.03	ug/l	EPA 625	0.02	0.1	
Diethyl Phthalate	EPA 625	0.86	2	ug/l	EPA 625	0.5	2	
Dimethyl Phthalate	EPA 625	0.97	2	ug/l	EPA 625	0.5	2	
Di-n-butyl phthalate	EPA 625	0.91	5	ug/l	EPA 625	0.4	5	
Di-n-octyl Phthalate	EPA 625	0.92	5	ug/l	EPA 625	0.4	5	
Fluoranthene	EPA 625	0.05	0.03	ug/l	EPA 625	0.02	0.05	
Fluorene	EPA 625	0.1	0.03	ug/l	EPA 625	0.01	0.1	
Hexachlorobenzene	EPA 625	0.91	1	ug/l	EPA 625	0.4	1	
Hexachlorobutadiene	EPA 625	0.92	1	ug/l	EPA 625	0.4	1	
Hexachlorocyclo-pentadiene	EPA 625	0.9	1	ug/l	EPA 625	0.3	1	
Hexachloroethane	EPA 625	0.94	1	ug/l	EPA 625	0.4	1	
Indeno(1,2,3-cd)pyrene	EPA 625	0.05	0.03	ug/l	EPA 625	0.02	0.05	
Isophorone	EPA 625	0.93	1	ug/l	EPA 625	0.5	1	
Naphthalene	EPA 625	0.2	0.03	ug/l	EPA 625	0.02	0.2	
Nitrobenzene	EPA 625	0.95	1	ug/l	EPA 625	0.5	1	
N-Nitrosodimethylamine	EPA 625	0.88	5	ug/l	EPA 625	0.3	5	
N-Nitroso-di-n-propylamine	EPA 625	0.97	5	ug/l	EPA 625	0.5	5	

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N-Nitrosodiphenylamine	EPA 625	0.83	1	ug/l	EPA 625	0.3	1	
Pentachlorophenol	EPA 625	0.81	1	ug/l	EPA 625	0.4	1	
Phenanthrene	EPA 625	0.05	0.03	ug/l	EPA 625	0.02	0.05	
Phenol	EPA 625	0.69	1	ug/l	EPA 625	0.3	1	
Pyrene	EPA 625	0.05	0.03	ug/l	EPA 625	0.02	0.05	
Asbestos	EPA 100.2	0.2	0.2	MFS	100.2 Method (EPA 600/R-94/134)	.	0.01	EMSL
Tributyltin	PSEP (GCMS)	0.00074	0.0021	ug/l	GC-FPD	0.004	0.005	Enviromatrix
Total Dissolved Solids	SM2540C	4000	10000	ug/l	SM20-2540 C	2000	2000	
Chromium-VI	SM3500 Cr	0.6	10	ug/l	SM 3500-Cr B-11	1.5	10	
Cyanide	SM4500CN	0.6	3	ug/l	SM20-4500-CN C&E	0.9	3	
TKN as N	SM4500NH3.C	0.07	0.1	mg/l	SM 4500-NH3 C-11	0.07	0.1	
Nitrite as N	SM4500NO2	0.002	0.03	ug/l	SM 4500-NO2 B-00/-11	7	30	
Phosphorus Total, as P	SM4500P	85	100	ug/l	SM 4500-P B/F-11	15	100	
Sulfide	SM4500 S	10	100	ug/l	SM20-4500-S D	30	100	
Surfactants (MBAS)	SM5540C	10	50	ug/l	SM5540C	50	100	
Antimony, Total R	EPA 6010B	0.5	2	mg/kg	EPA 6020-Collision Mode	0.01	0.4	
Arsenic, Total R	EPA 6010B	0.3	2	mg/kg	EPA 6020-Collision Mode	0.3	0.4	
Beryllium, Total (as Be)	EPA 6010B	0.15	0.2	mg/kg	EPA 6020-Collision Mode	0.03	0.4	
Cadmium, Total R	EPA 6010B	0.05	0.2	mg/kg	EPA 6020-Collision Mode	0.01	0.4	
Chromium, Total R	EPA 6010B	0.2	1	mg/kg	EPA 6020-Collision Mode	0.5	1	
Copper, Total R	EPA 6010B	0.2	2	mg/kg	EPA 6020-Collision Mode	0.075	2	
Lead, Total R	EPA 6010B	0.5	1	mg/kg	EPA 6020-Collision Mode	0.04	0.4	
Nickel, Total R	EPA 6010B	0.3	1	mg/kg	EPA 6020-Collision Mode	0.06	0.4	
Selenium, Total R	EPA 6010B	0.4	2	mg/kg	EPA 6020-Collision Mode	0.1	2	
Silver, Total R	EPA 6010B	0.081	1	mg/kg	EPA 6020-Collision Mode	0.004	0.4	
Thallium, Total R	EPA 6010B	0.71	2	mg/kg	EPA 6020-Collision Mode	0.012	0.4	
Zinc, Total R	EPA 6010B	0.5	4	mg/kg	EPA 6020-Collision Mode	0.4	4	
Mercury, Total R	EPA 7471A	0.0016	0.04	mg/kg	EPA 7471	0.0008	0.02	
4,4'-DDD (P,P'-DDD)	EPA 8081	0.0048	0.012	mg/kg	SW846 8081	0.0011	0.0026	BC Labs
4,4'-DDE (P,P'-DDE)	EPA 8081	0.0072	0.012	mg/kg	SW846 8081	0.0001	0.0026	BC Labs
4,4'-DDT (P,P'-DDT)	EPA 8081	0.0036	0.012	mg/kg	SW846 8081	0.00047	0.0026	BC Labs
Aldrin	EPA 8081	0.0054	0.012	mg/kg	SW846 8081	0.00017	0.0026	BC Labs
BHC-Delta	EPA 8081	0.0042	0.012	mg/kg	SW846 8081	0.00024	0.0026	BC Labs
BHC-alpha	EPA 8081	0.0054	0.012	mg/kg	SW846 8081	0.00066	0.0026	BC Labs
BHC-beta	EPA 8081	0.0054	0.012	mg/kg	SW846 8081	0.00077	0.0026	BC Labs
BHC-gamma	EPA 8081	0.0042	0.012	mg/kg	SW846 8081	0.00042	0.0026	BC Labs
Chlordane	EPA 8081	0.018	0.024	mg/kg	SW846 8081	0.0087	0.26	BC Labs
Dieldrin	EPA 8081	0.0072	0.012	mg/kg	SW846 8081	0.0004	0.0026	BC Labs
Endosulfan sulfate	EPA 8081	0.0054	0.012	mg/kg	SW846 8081	0.0017	0.0026	BC Labs
Endrin	EPA 8081	0.003	0.012	mg/kg	SW846 8081	0.00046	0.0026	BC Labs

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Endrin aldehyde	EPA 8081	0.0054	0.012	mg/kg	SW846 8081	0.0012	0.0026	BC Labs
Heptachlor	EPA 8081	0.0036	0.012	mg/kg	SW846 8081	0.00018	0.0026	BC Labs
Heptachlor epoxide	EPA 8081	0.0048	0.012	mg/kg	SW846 8081	0.000087	0.0026	BC Labs
Toxaphene	EPA 8081	0.12	0.24	mg/kg	SW846 8081	0.048	0.26	BC Labs
a-Endosulfan-Alpha	EPA 8081	0.0054	0.012	mg/kg	SW846 8081	0.00011	0.0026	BC Labs
b-Endosulfan-Beta	EPA 8081	0.0042	0.012	mg/kg	SW846 8081	0.00071	0.0026	BC Labs
PCB-1016 (arochlor 1016)	EPA 8082	0.006	0.021	mg/kg	SW846 8082	0.0039	0.01	BC Labs
PCB-1221 (arochlor 1221)	EPA 8082	0.009	0.021	mg/kg	SW846 8082	0.0071	0.01	BC Labs
PCB-1232 (arochlor 1232)	EPA 8082	0.006	0.021	mg/kg	SW846 8082	0.0073	0.01	BC Labs
PCB-1242 (arochlor 1242)	EPA 8082	0.012	0.021	mg/kg	SW846 8082	0.0042	0.01	BC Labs
PCB-1248 (arochlor 1248)	EPA 8082	0.006	0.021	mg/kg	SW846 8082	0.007	0.01	BC Labs
PCB-1254 (arochlor 1254)	EPA 8082	0.006	0.021	mg/kg	SW846 8082	0.0032	0.01	BC Labs
PCB-1260 (arochlor 1260)	EPA 8082	0.006	0.021	mg/kg	SW846 8082	0.0029	0.01	BC Labs
1,1,1-Trichloroethane	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.0011	0.005	BC Labs
1,1,2,2-Tetrachloroethane	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.0011	0.005	BC Labs
1,1,2-Trichloroethane	EPA 8260B	0.005	0.025	mg/kg	SW846 5030B/8260B	0.00077	0.005	BC Labs
1,1-Dichloroethane	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.0014	0.005	BC Labs
1,1-Dichloroethylene	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.0012	0.005	BC Labs
1,2,4-Trichlorobenzene	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.002	0.005	BC Labs
1,2-Dichlorobenzene	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.00081	0.005	BC Labs
1,2-Dichloroethane	EPA 8260B	0.005	0.025	mg/kg	SW846 5030B/8260B	0.00085	0.005	BC Labs
1,2-Dichloropropane	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.00081	0.005	BC Labs
1,2-trans-Dichloroethylene	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.0014	0.005	BC Labs
1,3-Dichlorobenzene	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.0014	0.005	BC Labs
1,3-Dichloropropene	EPA 8260B	NULL	0.025	mg/kg	SW846 5030B/8260B	0.002	0.01	BC Labs
1,4-Dichlorobenzene	EPA 8260B	0.005	0.025	mg/kg	SW846 5030B/8260B	0.0015	0.005	BC Labs
2-Chloroethyl vinyl ether (mixed)	EPA 8260B	0.025	0.1	mg/kg	SW846 5030B/8260B	0.025	0.05	BC Labs
Acrolein	EPA 8260B	0.02	1	mg/kg	SW846 5030B/8260B	0.0073	0.05	BC Labs
Acrylonitrile	EPA 8260B	0.02	0.5	mg/kg	SW846 5030B/8260B	0.0047	0.02	BC Labs
Benzene	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.0013	0.005	BC Labs
Bromoform	EPA 8260B	0.005	0.025	mg/kg	SW846 5030B/8260B	0.0015	0.005	BC Labs
Carbon Tetrachloride	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.0011	0.005	BC Labs
Chlorobenzene	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.0013	0.005	BC Labs
Chloroethane	EPA 8260B	0.015	0.1	mg/kg	SW846 5030B/8260B	0.0014	0.005	BC Labs
Chloroform	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.00063	0.005	BC Labs
Dibromochloromethane	EPA 8260B	0.005	0.025	mg/kg	SW846 5030B/8260B	0.00099	0.005	BC Labs
Dichlorobromomethane	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.00084	0.005	BC Labs
Ethylbenzene	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.0015	0.005	BC Labs
Hexachlorobutadiene	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.0017	0.005	BC Labs
Methyl bromide	EPA 8260B	0.02	0.1	mg/kg	SW846 5030B/8260B	0.0016	0.005	BC Labs

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Methyl chloride	EPA 8260B	0.01	0.1	mg/kg	SW846 5030B/8260B	0.0014	0.005	BC Labs
Methylene chloride	EPA 8260B	0.005	0.15	mg/kg	SW846 5030B/8260B	0.0024	0.01	BC Labs
Naphthalene	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.0014	0.005	BC Labs
Tetrachloroethylene	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.0011	0.005	BC Labs
Toluene	EPA 8260B	0.005	0.025	mg/kg	SW846 5030B/8260B	0.0012	0.005	BC Labs
Trichloroethylene	EPA 8260B	0.01	0.025	mg/kg	SW846 5030B/8260B	0.0011	0.005	BC Labs
Vinyl chloride	EPA 8260B	0.015	0.025	mg/kg	SW846 5030B/8260B	0.0016	0.005	BC Labs
1,2-Diphenylhydrazine	EPA 8270	2.1	9.9	mg/kg	SW846 8270C	0.16	0.97	BC Labs
2-Chloronaphthalene	EPA 8270	3	9.9	mg/kg	SW846 8270C	0.12	0.97	BC Labs
2-Chlorophenol	EPA 8270	2.4	9.9	mg/kg	SW846 8270C	0.15	0.97	BC Labs
2-Methyl-4,6-dinitrophenol	EPA 8270	2.4	9.9	mg/kg	SW846 8270C	0.29	4.9	BC Labs
2-Nitrophenol	EPA 8270	3	9.9	mg/kg	SW846 8270C	0.24	0.97	BC Labs
3,3'-Dichlorobenzidine	EPA 8270	9	9.9	mg/kg	SW846 8270C	0.23	1.9	BC Labs
4-Bromophenyl phenyl ether	EPA 8270	2.1	9.9	mg/kg	SW846 8270C	0.25	0.97	BC Labs
4-Chloro-3-methylphenol	EPA 8270	3.3	9.9	mg/kg	SW846 8270C	0.16	1.9	BC Labs
4-Chlorophenyl phenyl ether	EPA 8270	3	9.9	mg/kg	SW846 8270C	0.11	0.97	BC Labs
4-Nitrophenol	EPA 8270	2.7	9.9	mg/kg	SW846 8270C	0.33	1.9	BC Labs
Acenaphthene	EPA 8270	0.6	9.9	mg/kg	SW846 8270C	0.089	0.97	BC Labs
Acenaphthylene	EPA 8270	0.6	9.9	mg/kg	SW846 8270C	0.17	0.97	BC Labs
Anthracene	EPA 8270	0.3	9.9	mg/kg	SW846 8270C	0.49	0.97	BC Labs
Benzidine	EPA 8270	15	20	mg/kg	SW846 8270C	0.56	29	BC Labs
Benzo (a) anthracene	EPA 8270	0.6	9.9	mg/kg	SW846 8270C	0.4	0.97	BC Labs
Benzo (a) pyrene	EPA 8270	0.6	9.9	mg/kg	SW846 8270C	0.25	0.97	BC Labs
Benzo (b) fluoranthene	EPA 8270	0.3	9.9	mg/kg	SW846 8270C	0.091	0.97	BC Labs
Benzo (ghi) perylene	EPA 8270	0.6	9.9	mg/kg	SW846 8270C	0.11	0.97	BC Labs
Benzo (k) fluoranthene	EPA 8270	0.6	9.9	mg/kg	SW846 8270C	0.16	0.97	BC Labs
Bis (2-chloroethoxy) methane	EPA 8270	3	9.9	mg/kg	SW846 8270C	0.44	0.97	BC Labs
Bis (2-chloroethyl) ether	EPA 8270	2.4	9.9	mg/kg	SW846 8270C	0.25	0.97	BC Labs
Bis (2-chloroisopropyl) ether	EPA 8270	3	9.9	mg/kg	SW846 8270C	0.15	0.97	BC Labs
Bis (2-ethylhexyl) phthalate	EPA 8270	3	9.9	mg/kg	SW846 8270C	0.31	1.9	BC Labs
Butyl benzyl phthalate	EPA 8270	3	9.9	mg/kg	SW846 8270C	0.32	0.97	BC Labs
Chrysene	EPA 8270	0.6	9.9	mg/kg	SW846 8270C	0.16	0.97	BC Labs
Di-n-butyl phthalate	EPA 8270	1.8	9.9	mg/kg	SW846 8270C	0.18	0.97	BC Labs
Di-n-octyl phthalate	EPA 8270	2.1	9.9	mg/kg	SW846 8270C	0.13	0.97	BC Labs
Dibenzo (a,h) anthracene	EPA 8270	0.6	9.9	mg/kg	SW846 8270C	0.18	0.97	BC Labs
Diethyl Phthalate	EPA 8270	2.4	9.9	mg/kg	SW846 8270C	0.071	0.97	BC Labs
Dimethyl Phthalate	EPA 8270	2.1	9.9	mg/kg	SW846 8270C	0.088	0.97	BC Labs
Fluoranthene	EPA 8270	0.3	9.9	mg/kg	SW846 8270C	0.11	0.97	BC Labs
Fluorene	EPA 8270	0.6	9.9	mg/kg	SW846 8270C	0.13	0.97	BC Labs
Hexachlorobenzene	EPA 8270	1.8	9.9	mg/kg	SW846 8270C	0.12	0.97	BC Labs

CITY OF ROSEVILLE
RFP 08-034
ATTACHMENT C-Constituent List

	City of Roseville				Analytical Labs Capabilities			
Constituent	Desired Method	MDL	RL	Units	Method	Current MDL	Lowest RL	Subcontract Lab
Hexachlorocyclo-pentadiene	EPA 8270	3	9.9	mg/kg	SW846 8270C	0.28	0.97	BC Labs
Hexachloroethane	EPA 8270	2.4	9.9	mg/kg	SW846 8270C	0.31	0.97	BC Labs
Indeno(1,2,3-cd)pyrene	EPA 8270	0.6	9.9	mg/kg	SW846 8270C	0.13	0.97	BC Labs
Isophorone	EPA 8270	3	9.9	mg/kg	SW846 8270C	0.096	0.97	BC Labs
N-Nitrosodi-n-propylamine	EPA 8270	3	9.9	mg/kg	SW846 8270C	0.13	0.97	BC Labs
N-Nitrosodimethylamine	EPA 8270	3	9.9	mg/kg	SW846 8270C	0.75	0.97	BC Labs
N-Nitrosodiphenylamine	EPA 8270	2.1	9.9	mg/kg	SW846 8270C	0.17	0.97	BC Labs
Nitrobenzene	EPA 8270	2.4	9.9	mg/kg	SW846 8270C	0.095	0.97	BC Labs
Pentachlorophenol	EPA 8270	3	9.9	mg/kg	SW846 8270C	0.3	1.9	BC Labs
Phenanthrene	EPA 8270	0.6	9.9	mg/kg	SW846 8270C	0.33	0.97	BC Labs
Phenol, Single Compound	EPA 8270	2.7	9.9	mg/kg	SW846 8270C	0.15	0.97	BC Labs
Pyrene	EPA 8270	0.6	9.9	mg/kg	SW846 8270C	0.26	0.97	BC Labs
2,4,6-Trichlorophenol	EPA 8270C	2.4	9.9	mg/kg	SW846 8270C	0.27	1.9	BC Labs
2,4-Dichlorophenol	EPA 8270C	3	9.9	mg/kg	SW846 8270C	0.2	0.97	BC Labs
2,4-Dimethylphenol	EPA 8270C	3	9.9	mg/kg	SW846 8270C	0.18	0.97	BC Labs
2,4-Dinitrophenol	EPA 8270C	2.7	9.9	mg/kg	SW846 8270C	1.7	4.9	BC Labs
2,4-Dinitrotoluene	EPA 8270C	1.8	9.9	mg/kg	SW846 8270C	0.29	0.97	BC Labs
2,6-Dinitrotoluene	EPA 8270C	2.7	9.9	mg/kg	SW846 8270C	0.16	0.97	BC Labs
Cyanide	EPA 9012A	0.08	0.08	mg/kg	SW846 9012A	0.08	0.08	BC Labs

ATTACHMENT D
Analyses Pricing Sheet

Caltest Analytical Laboratory

Attachment D ANALYSES PRICING SHEET										
Parameters/ Test Packages (See Attachment B -constituent list, Methods,RL etc)		Estimated Required- Annual	Estimated Required - Third year	Probable Special studies	Price (\$)		Turn Around Multipliers			Sub- Contract Lab
					Each	Extended (includes Annual, Third Yr, and Spec. Studies	24-hour*	48-hour*	5-day*	
1. General Chemistry Inorganics										
Total organic Carbon (TOC)		24			24 \$	67.50 \$	3,240.00	3	2.5	1.5
Nitrate (as N)- EPA 300		24	8		8 \$	37.80 \$	1,512.00	3	2.5	1.5
Nitrite (as N)- EPA 354.1		24	8		8 \$	32.40 \$	1,296.00	3	2.5	1.5
NO3-NO2 (as N)-EPA 353.2		24				37.80 \$	907.20	3	2.5	1.5
Fluoride EPA 300		12	4		8 \$	37.80 \$	907.20	3	2.5	1.5
Boron		8				33.30 \$	266.40	3	2.5	1.5
Total Phosphorus (PO4 as P)		8				48.60 \$	388.80	3	2.5	1.5
Total Anion/Cation balance		2				189.00 \$	378.00	3	2.5	1.5
Water Suitability		2				350.00 \$	700.00	3	2.5	1.5 EEA
Inhibitory studies		2				350.00 \$	700.00	3	2.5	1.5 EEA
Oil and Grease-EPA1664-Stormwater		8				75.60 \$	604.80	3	2.5	1.5
TKN					8 \$	58.50 \$	468.00	3	2.5	1.5
DOC					24 \$	67.50 \$	1,620.00	3	2.5	1.5
Cyanide			16			76.50 \$	1,224.00	3	2.5	1.5
Phosphorus (as P)			16			48.60 \$	777.60	3	2.5	1.5
Sulfide-EPA376.2			16			52.20 \$	835.20	3	2.5	1.5
EPA218.6 -Cr VI			16			85.00 \$	1,360.00	3	2.5	1.5 EEA
TDS			16			34.20 \$	547.20	3	2.5	1.5
EC			16			28.80 \$	460.80	3	2.5	1.5
MBAS			16			82.80 \$	1,324.80	3	2.5	1.5
EPA 300-chloride and sulfate (as SO4)			16			75.60 \$	1,209.60	3	2.5	1.5
Sulfite (as SO3)- EPA 377.1			16			95.00 \$	1,520.00	3	2.5	1.5 EEA

CITY OF ROSEVILLE

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ATTACHMENT D-Analyses Pricing Sheet

General Minerals-includes total anion, total cation and ion-balance. Please submit supplemental sheet for parameters included in this package.		8			\$	310.50	\$	2,484.00	3	2.5	1.5
2. Metals Individual Analytes											
EPA 200.8		2			\$	33.30	\$	66.60	3	2.5	1.5
Cu, Cr (III), Fe, Mo, Mn, Ni, Pb, Sb, Se, Ti, Zn			24		\$	247.50	\$	5,940.00	3	2.5	1.5
3. Sample Preparation per Sample											
Digestion	as needed				\$	25.20			3	2.5	1.5
Filtering	as needed				\$	40.50			3	2.5	1.5
4. Organics											
EPA 504			16		\$	150.00	\$	2,400.00	3	2.5	1.5 EEA
EPA505			16		\$	195.00	\$	3,120.00	3	2.5	1.5 EEA
EPA515			16		\$	225.00	\$	3,600.00	3	2.5	1.5 EEA
EPA525			16		\$	300.00	\$	4,800.00	3	2.5	1.5 EEA
EPA531			16		\$	170.00	\$	2,720.00	3	2.5	1.5 EEA
EPA547			16		\$	175.00	\$	2,800.00	3	2.5	1.5 EEA
EPA548			16		\$	170.00	\$	2,720.00	3	2.5	1.5 EEA
EPA549			16		\$	170.00	\$	2,720.00	3	2.5	1.5 EEA
EPA 608			16		\$	207.00	\$	3,312.00	3	2.5	1.5
EPA608 (Grab)-Methoxychlor			16		\$	207.00	\$	3,312.00	3	2.5	1.5
EPA624 (with CEVE)			16		\$	270.00	\$	4,320.00	3	2.5	1.5
EPA614 (Thiobencarb,Diazinon and chlorpyrifos)			16		\$	189.00	\$	3,024.00	3	2.5	1.5
EPA 625			8		\$	445.50	\$	3,564.00	3	2.5	1.5
EPA 625 (Grab)-Hexachlorobenzene, Hexachlorobutadiene, Hexachloroethane, Naphthalene, Bis(2-ethylhexyl)phthalate			16		\$	445.50	\$	7,128.00	3	2.5	1.5

CITY OF ROSEVILLE

RFP 08-034

ATTACHMENT D-Analyses Pricing Sheet

Pyrethroids NCI(PYRD3Q-TripleQ)			24	\$	649.00	\$	15,576.00	3	2.5	1.5	
Fipronil			24	\$	360.00	\$	8,640.00	3	2.5	1.5	
Chlorpyrifos (ultra low MDL)			24	Incl w/ pyrethroids		Incl w/ pyrethroids		3	2.5	1.5	
Diazinon (ultra low MDL)			24	Incl w/ pyrethroids		Incl w/ pyrethroids		3	2.5	1.5	
5. Mercury and Methyl Mercury											
Hg-EPA1631	48	8	16	\$	87.30	\$	6,285.60	3	2.5	1.5	
Methyl Hg- EPA 1630	48	8	16	\$	189.00	\$	13,608.00	3	2.5	1.5	
Hg-EPA245.1	38			\$	72.00	\$	2,736.00	3	2.5	1.5	
6. Miscellaneous Tests											
Asbestos TEM-EMSL (EPA 600/R-94/134)		16		\$	250.00	\$	4,000.00	3	2.5	1.5	EMSL
Tributyltin(Krone)		16		\$	350.00	\$	5,600.00	3	2.5	1.5	ENVIROMATRIX
TSS			24	\$	31.50	\$	756.00	3	2.5	1.5	
7. Biosolids											
CAM 17 Metals TTLC	8			\$	310.50	\$	2,484.00	3	2.5	1.5	
Cam 17 Metals STLC	8			\$	441.00	\$	3,528.00	3	2.5	1.5	
EPA 7471A - Mercury, Total	8			\$	58.50	\$	468.00	3	2.5	1.5	
EPA 8081A	8			\$	189.00	\$	1,512.00	3	2.5	1.5	BC LABS
EPA 8082	8			\$	162.00	\$	1,296.00	3	2.5	1.5	BC LABS
EPA 8260C	8			\$	261.00	\$	2,088.00	3	2.5	1.5	BC LABS
EPA 8270B	8			\$	427.50	\$	3,420.00	3	2.5	1.5	BC LABS
EPA 9012A - Cyanide	8			\$	82.80	\$	662.40	3	2.5	1.5	BC LABS
%solids	8			\$	28.80	\$	230.40	3	2.5	1.5	
* Rush upon lab availability											

ATTACHMENT E
Electronic Data Download Template

Caltest Analytical Laboratory

LAB NUMB	SAMPLE DE MATRIX	DATE SAMPLED	TIME SAMPL	DATE RECEIVED	ANALYTE	N RESULT	REPORTING UNITS	METHOD	DATE ANALYZED
S10044200	PG RAW IN W	10/10/2017	10:06	10/10/2017	Fluoride	1.8	0.1 mg/L	EPA 300.0	10/21/2017 6:22
S10044200	PG RAW IN W	10/10/2017	8:09	10/10/2017	Mercury	0.057	0.05 ug/L	EPA 245.1 (	10/18/2017 14:59

CALTEST SAMPLE EDD

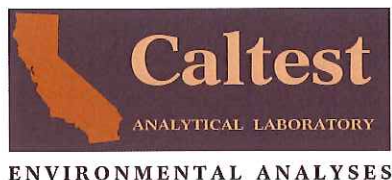
ANALYST	TEST BATC I MDL	DIL FACT OF PREP DATE	PREP INIT	PREP METH- PREP BATC REPORT NC BENCH	CAS NO	PROJECT I D SAMPLER	REPORT DATE
MYS	6058	0.02	1	WIC	F	PGWWTP INFLUENT OI	10/30/2017
LM	5712	0.01	1	10/17/2017 0:00 UKS	7439-97-6	PGWWTP INFLUENT OI	10/30/2017
				EPA 245.1			
				15434			

CALTEST SAMPLE EDD

APPENDIX

Caltest Analytical Laboratory

EXAMPLE REPORT



Friday, January 15, 2016



Re Lab Order: [REDACTED]
Project ID: MONTHLY-JANUARY 2016

Collected By: [REDACTED]
PO/Contract #: [REDACTED]

Dear [REDACTED]

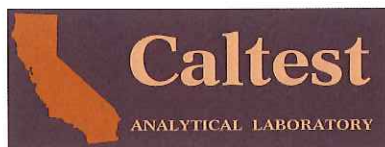
Enclosed are the analytical results for sample(s) received by the laboratory on Tuesday, January 05, 2016. Results reported herein conform to the most current NELAC standards, where applicable, unless otherwise narrated in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Enclosures

Project Manager: Melinda F. Kelley





ENVIRONMENTAL ANALYSES

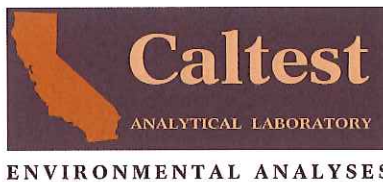
SAMPLE SUMMARY

Lab Order: [REDACTED]

Project ID: MONTHLY-JANUARY 2016

Lab ID	Sample ID	Matrix	Date Collected	Date Received
[REDACTED]	[REDACTED]	Water	01/05/2016 07:30	01/05/2016 15:54
[REDACTED]	[REDACTED]	Water	01/05/2016 08:15	01/05/2016 15:54
[REDACTED]	[REDACTED]	Water	01/05/2016 08:24	01/05/2016 15:54
[REDACTED]	[REDACTED]	Water	01/05/2016 08:30	01/05/2016 15:54
[REDACTED]	[REDACTED]	Water	01/05/2016 08:31	01/05/2016 15:54



**NARRATIVE**

Lab Order: [REDACTED]

Project ID: MONTHLY-JANUARY 2016

General Qualifiers and Notes

Caltest authorizes this report to be reproduced only in its entirety. Results are specific to the sample(s) as submitted and only to the parameter(s) reported.

Caltest certifies that all test results for wastewater and hazardous waste analyses meet all applicable NELAC requirements; all microbiology and drinking water testing meet applicable ELAP requirements, unless stated otherwise.

All analyses performed by EPA Methods or Standard Methods (SM) 20th Edition except where noted (SMOL=online edition).

Caltest collects samples in compliance with 40 CFR, EPA Methods, Cal. Title 22, and Standard Methods.

Dilution Factors (DF) reported greater than '1' have been used to adjust the result, Reporting Limit (RL), and Method Detection Limit (MDL).

All Solid, sludge, and/or biosolids data is reported in Wet Weight, unless otherwise specified.

Filtrations performed at Caltest for dissolved metals (excluding mercury) and/or pH analysis are not performed within the 15 minute holding time as specified by 40CFR 136.3 table II.

Results Qualifiers: Report fields may contain codes and non-numeric data correlating to one or more of the following definitions:

ND - Non Detect - indicates analytical result has not been detected.

RL - Reporting Limit is the quantitation limit at which the laboratory is able to detect an analyte. An analyte not detected at or above the RL is reported as ND unless otherwise noted or qualified. For analyses pertaining to the State Implementation Plan of the California Toxics Rule, the Caltest Reporting Limit (RL) is equivalent to the Minimum Level (ML). A standard is always run at or below the ML. Where Reporting Limits are elevated due to dilution, the ML calibration criteria has been met.

J - reflects estimated analytical result value detected below the Reporting Limit (RL) and above the Method Detection Limit (MDL). The 'J' flag is equivalent to the DNQ Estimated Concentration flag.

E - indicates an estimated analytical result value.

B - indicates the analyte has been detected in the blank associated with the sample.

NC - means not able to be calculated for RPD or Spike Recoveries.

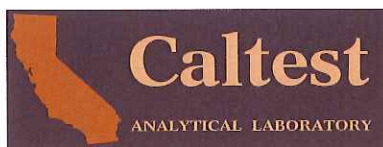
SS - compound is a Surrogate Spike used per laboratory quality assurance manual.

NOTE: This document represents a complete Analytical Report for the samples referenced herein and should be retained as a permanent record thereof.

Qualifiers and Compound Notes

1 Nitrate and/or Nitrite was detected in the sample. Sample was treated with Sulfamic Acid prior to analysis.





ENVIRONMENTAL ANALYSES

ANALYTICAL RESULTS

Lab Order: [REDACTED]
Project ID: MONTHLY-JANUARY 2016

Lab ID [REDACTED] Date Collected 1/5/2016 07:30 Matrix Water
Sample ID EFF-001 Date Received 1/5/2016 15:54

Parameters	Result Units	R. L.	MDL	DF Prepared	Batch	Analyzed	Batch	Qual
OrthoPhosphate Analysis, Diss, Low Level	Analytical Method:	SM 4500-P E-99 (filtrate/LL)				Analyzed by:	CLM	
Dissolved Ortho Phosphate as P	1.6 mg/L	0.1	0.060	10		01/06/16 11:40	WCO 11366	

Lab ID [REDACTED] Date Collected 1/5/2016 08:15 Matrix Water
Sample ID EFF-001 Date Received 1/5/2016 15:54

Parameters	Result Units	R. L.	MDL	DF Prepared	Batch	Analyzed	Batch	Qual
Cyanide, Total Analysis	Analytical Method:	SM 4500-CN C/E-99				Analyzed by:	BCP	
Cyanide	11.5 ug/L	3	0.90	1		01/08/16 16:18	WCO 11374	1

Lab ID [REDACTED] Date Collected 1/5/2016 08:24 Matrix Water
Sample ID EFF-001 Date Received 1/5/2016 15:54

Parameters	Result Units	R. L.	MDL	DF Prepared	Batch	Analyzed	Batch	Qual
Calculation, Total Nitrogen	Analytical Method:	Calculation				Analyzed by:	JDC	
Total Nitrogen	31 mg/L			1		01/13/16 18:01	CALC	
Metals by ICPMS Collision Mode, Total	Prep Method:	EPA 200.8			Prep by:	UK		
	Analytical Method:	EPA 200.8				Analyzed by:	LM	
Copper	23 ug/L	0.50	0.15	1	01/07/16 00:00 MPR 14048	01/12/16 02:36	MMS 7862	
Zinc	110 ug/L	1.0	0.70	1	01/07/16 00:00 MPR 14048	01/12/16 02:36	MMS 7862	
Nitrogen, Total Kjeldahl Analysis	Analytical Method:	SM 4500-Norg / NH3 C-97				Analyzed by:	JDC	
Total Kjeldahl Nitrogen	14 mg/L	0.1	0.070	1		01/13/16 18:01	WAT 3818	
Nitrogen, Ammonia (as N)	Analytical Method:	SM 4500-NH3 C-97				Analyzed by:	JDC	
Ammonia (as N)	9.1 mg/L	0.1	0.040	1		01/12/16 00:00	WAT 3817	
Phosphorus Analysis, Low Level	Analytical Method:	SM 4500-P B/F-99 (Low				Analyzed by:	CLM	
Total Phosphorus as P	5.0 mg/L	0.1	0.070	10		01/11/16 14:23	WCO 11372	
Nitrogen, Nitrate-Nitrite Analysis	Analytical Method:	EPA 353.2-93 / SM4500-NO3				Analyzed by:	CLM	
Nitrogen, Nitrate-Nitrite	17 mg/L	0.2	0.10	5		01/12/16 10:31	WCO 11383	

Lab ID [REDACTED] Date Collected 1/5/2016 08:30 Matrix Water
Sample ID INF-001 Date Received 1/5/2016 15:54

Parameters	Result Units	R. L.	MDL	DF Prepared	Batch	Analyzed	Batch	Qual
Cyanide, Total Analysis	Analytical Method:	SM 4500-CN C/E-99				Analyzed by:	BCP	
Cyanide	11.1 ug/L	3	0.90	1		01/08/16 16:18	WCO 11374	1

1/15/2016 12:13

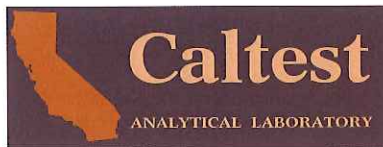
REPORT OF LABORATORY ANALYSIS

Page 4 of 12

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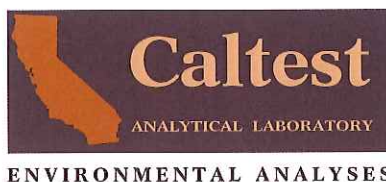
ENVIRONMENTAL ANALYSES

ANALYTICAL RESULTS

Lab Order: [REDACTED]
Project ID: MONTHLY-JANUARY 2016

Lab ID	[REDACTED]	Date Collected	1/5/2016 08:31	Matrix	Water				
Sample ID	INF-001	Date Received	1/5/2016 15:54						
Parameters	Result Units	R. L.	MDL	DF Prepared	Batch	Analyzed	Batch	Qual	
Mercury Analysis by FIMS, Low Level	Prep Method:	EPA 245.1		Prep by:	UK				
	Analytical Method:	EPA 245.1 (Low Level)				Analyzed by:	LM		
Mercury	0.13 ug/L	0.050	0.010	1 01/11/16 00:00	MPR 14055	01/12/16 12:46	MHG 5157		
Metals by ICPMS Collision Mode, Total	Prep Method:	EPA 200.8		Prep by:	UK				
	Analytical Method:	EPA 200.8				Analyzed by:	LM		
Copper	41 ug/L	0.50	0.15	1 01/07/16 00:00	MPR 14048	01/12/16 03:33	MMS 7862		





QUALITY CONTROL DATA

Lab Order: XXXXXXXXXX
 Project ID: MONTHLY-JANUARY 2016

Analysis Description: Metals by ICPMS Collision Mode, Total	QC Batch: MPR/14048
Analysis Method: EPA 200.8	QC Batch Method: EPA 200.8

METHOD BLANK: 675040

Parameter	Blank Result	Reporting Limit	MDL	Units	Qualifiers
Copper	ND	0.50	0.15	ug/L	
Zinc	ND	1.0	0.7	ug/L	

LABORATORY CONTROL SAMPLE: 675041

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% REC Limits	Qualifier
Copper	ug/L	20	17.8	89	85-115	
Zinc	ug/L	20	18.6	93	85-115	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 675043 675044

Parameter	Units	R010197002 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Copper	ug/L	4.9	20	22.6	22	89	86	70-130	2.7	20	
Zinc	ug/L	33	20	50.3	48.7	87	79	70-130	3.2	20	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 675045 675046

Parameter	Units	R010164006 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Copper	ug/L	7.7	20	27.2	25.8	98	91	70-130	5.3	20	
Zinc	ug/L	12	20	32	30.3	100	92	70-130	5.5	20	

Analysis Description: Mercury Analysis by FIMS, Low Level	QC Batch: MPR/14055
Analysis Method: EPA 245.1 (Low Level)	QC Batch Method: EPA 245.1

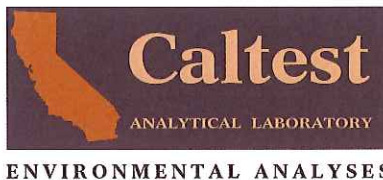
METHOD BLANK: 675779

Parameter	Blank Result	Reporting Limit	MDL	Units	Qualifiers
Mercury	ND	0.050	0.010	ug/L	

LABORATORY CONTROL SAMPLE: 675780

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% REC Limits	Qualifier
Mercury	ug/L	1	1.01	101	80-120	





QUALITY CONTROL DATA

Lab Order: XXXXXXXXXX
 Project ID: MONTHLY-JANUARY 2016

Analysis Description:	Mercury Analysis by FIMS, Low Level	QC Batch:	MPR/14055
Analysis Method:	EPA 245.1 (Low Level)	QC Batch Method:	EPA 245.1

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 675782 675783

Parameter	Units	R010209001 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Mercury	ug/L	0.17	1	1.1	1.07	93	90	80-120	2.8	20	

Analysis Description:	Nitrogen, Ammonia (as N)	QC Batch:	WAT/3817
Analysis Method:	SM 4500-NH3 C-97	QC Batch Method:	SM 4500-NH3 C-97

METHOD BLANK: 675999

Parameter	Blank Result	Reporting Limit	MDL	Units	Qualifiers
Ammonia (as N)	ND	0.1	0.04	mg/L	

LABORATORY CONTROL SAMPLE & LCSD: 676000 676002

Parameter	Units	Spike Conc.	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% REC Limits	RPD	Max RPD	Qualifier
Ammonia (as N)	mg/L	5	4.95	5.49	99	110	90-110	10	20	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 676017 676018

Parameter	Units	R010093001 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Ammonia (as N)	mg/L	1.3	5	6.33	6.26	101	99	70-130	1.1	20	

Analysis Description:	Nitrogen, Total Kjeldahl Analysis	QC Batch:	WAT/3818
Analysis Method:	SM 4500-Norg / NH3 C-97 (TKN)	QC Batch Method:	SM 4500-Norg / NH3 C-97 (TKN)

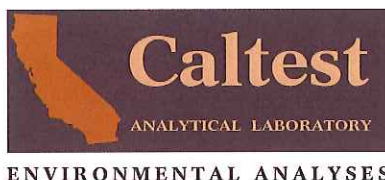
METHOD BLANK: 676179

Parameter	Blank Result	Reporting Limit	MDL	Units	Qualifiers
Total Kjeldahl Nitrogen	ND	0.1	0.07	mg/L	

LABORATORY CONTROL SAMPLE & LCSD: 676180 676181

Parameter	Units	Spike Conc.	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% REC Limits	RPD	Max RPD	Qualifier
Total Kjeldahl Nitrogen	mg/L	5	4.52	4.74	90	95	90-110	4.8	20	





QUALITY CONTROL DATA

Lab Order: XXXXXXXXXX
 Project ID: MONTHLY-JANUARY 2016

Analysis Description:	Nitrogen, Total Kjeldahl Analysis	QC Batch:	WAT/3818
Analysis Method:	SM 4500-Norg / NH3 C-97 (TKN)	QC Batch Method:	SM 4500-Norg / NH3 C-97 (TKN)

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 676272 676273

Parameter	Units	R010181001 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Total Kjeldahl Nitrogen	mg/L	0.35	5	4.74	5.23	88	98	80-120	9.8	20	

Analysis Description:	OrthoPhosphate Analysis, Diss, Low Level	QC Batch:	WCO/11366
Analysis Method:	SM 4500-P E-99 (filtrate/LL)	QC Batch Method:	SM 4500-P E-99 (filtrate/LL)

FILTER BLANK: 674761

Parameter	Blank Result	Reporting Limit	MDL	Units	Qualifiers
Ortho Phosphate as P	ND	0.01	0.006	mg/L	

METHOD BLANK: 674757

Parameter	Blank Result	Reporting Limit	MDL	Units	Qualifiers
Ortho Phosphate as P	ND	0.01	0.006	mg/L	

LABORATORY CONTROL SAMPLE: 674758

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% REC Limits	Qualifier
Ortho Phosphate as P	mg/L	0.2	0.203	102	90-110	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 674759 674760

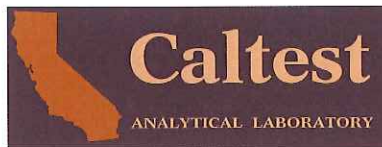
Parameter	Units	R010164001 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Ortho Phosphate as P	mg/L	0.13	0.2	0.336	0.333	103	102	90-110	0.9	20	

Analysis Description:	Phosphorus Analysis, Low Level	QC Batch:	WCO/11372
Analysis Method:	SM 4500-P B/F-99 (Low Level)	QC Batch Method:	SM 4500-P B/F-99 (Low Level)

METHOD BLANK: 675017

Parameter	Blank Result	Reporting Limit	MDL	Units	Qualifiers
Total Phosphorus as P	ND	0.01	0.007	mg/L	





ENVIRONMENTAL ANALYSES

QUALITY CONTROL DATA

Lab Order: XXXXXXXXXX
 Project ID: MONTHLY-JANUARY 2016

Analysis Description: Phosphorus Analysis, Low Level	QC Batch: WCO/11372
Analysis Method: SM 4500-P B/F-99 (Low Level)	QC Batch Method: SM 4500-P B/F-99 (Low Level)

LABORATORY CONTROL SAMPLE: 675018

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% REC Limits	Qualifier
Total Phosphorus as P	mg/L	1	1.06	106	90-110	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 675019 675020

Parameter	Units	R010154003 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Total Phosphorus as P	mg/L	5	1	6.16	6.12	116	112	90-110	0.7	20	2

Analysis Description: Cyanide, Total Analysis	QC Batch: WCO/11374
Analysis Method: SM 4500-CN C/E-99	QC Batch Method: SM 4500-CN C/E-99

METHOD BLANK: 675030

Parameter	Blank Result	Reporting Limit	MDL	Units	Qualifiers
Cyanide	ND	3	0.9	ug/L	

LABORATORY CONTROL SAMPLE: 675031

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% REC Limits	Qualifier
Cyanide	ug/L	20	19.3	97	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 675032 675033

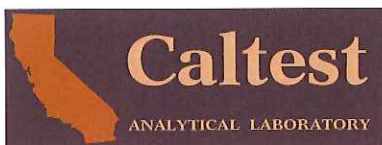
Parameter	Units	R010121001 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Cyanide	ug/L	0	40	39.2	39.8	98	100	80-120	1.5	20	

Analysis Description: Nitrogen, Nitrate-Nitrite Analysis	QC Batch: WCO/11383
Analysis Method: EPA 353.2-93 / SM4500-NO3 F-00	QC Batch Method: EPA 353.2-93 / SM4500-NO3 F-00

METHOD BLANK: 675823

Parameter	Blank Result	Reporting Limit	MDL	Units	Qualifiers
Nitrogen, Nitrate-Nitrite	ND	0.1	0.02	mg/L	





ENVIRONMENTAL ANALYSES

QUALITY CONTROL DATA

Lab Order: XXXXXXXXXX
 Project ID: MONTHLY-JANUARY 2016

Analysis Description:	Nitrogen, Nitrate-Nitrite Analysis	QC Batch:	WCO/11383
Analysis Method:	EPA 353.2-93 / SM4500-NO3 F-00	QC Batch Method:	EPA 353.2-93 / SM4500-NO3 F-00

LABORATORY CONTROL SAMPLE: 675824

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% REC Limits	Qualifier
Nitrogen, Nitrate-Nitrite	mg/L	1	0.975	98	90-110	

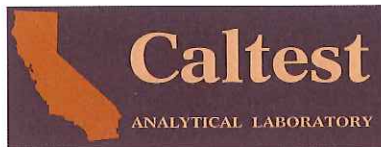
MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 675825 675826

Parameter	Units	R010106001 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Nitrogen, Nitrate-Nitrite	mg/L	0.35	1	1.36	1.34	101	99	90-110	1.5	20	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 675827 675828

Parameter	Units	R010272001 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Nitrogen, Nitrate-Nitrite	mg/L	0.12	1	1.11	1.08	99	96	90-110	2.7	20	





ENVIRONMENTAL ANALYSES

QUALITY CONTROL DATA QUALIFIERS

Lab Order: [REDACTED]
Project ID: MONTHLY-JANUARY 2016

QUALITY CONTROL PARAMETER QUALIFIERS

Results Qualifiers: Report fields may contain codes and non-numeric data correlating to one or more of the following definitions:

NS - means not spiked and will not have recoveries reported for Analyte Spike Amounts

QC Codes Keys: These descriptors are used to help identify the specific QC samples and clarify the report.

MB - Method Blank

Method Blanks are reported to the same Method Detection Limits (MDLs) or Reporting Limits (RLs) as the analytical samples in the corresponding QC batch.

LCS/LCSD - Laboratory Control Spike / Laboratory Control Spike Duplicate

DUP - Duplicate of Original Sample Matrix

MS/MSD - Matrix Spike / Matrix Spike Duplicate

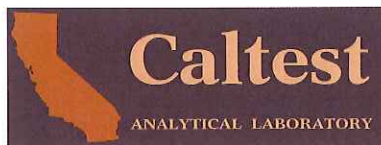
RPD - Relative Percent Difference

%Recovery - Spike Recovery stated as a percentage

2

High Matrix Spike recovery(ies) due to possible matrix interferences in the QC sample. QC batch accepted based on LCS and RPD results.





ENVIRONMENTAL ANALYSES

QUALITY CONTROL DATA CROSS REFERENCE TABLE

Lab Order: XXXXXXXXXX
 Project ID: MONTHLY-JANUARY 2016

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
R010154003	EFF-001	Calculation	CALC/	Calculation	CALC/
R010154005	INF-001	EPA 245.1	MPR/14055	EPA 245.1 (Low Level)	MHG/5157
R010154003	EFF-001	EPA 200.8	MPR/14048	EPA 200.8	MMS/7862
R010154005	INF-001	EPA 200.8	MPR/14048	EPA 200.8	MMS/7862
R010154003	EFF-001	SM 4500-NH3 C-97	WAT/3817		
R010154003	EFF-001	SM 4500-Norg / NH3	WAT/3818		
R010154001	EFF-001	SM 4500-P E-99	WCO/11366		
R010154003	EFF-001	SM 4500-P B/F-99 (Low	WCO/11372		
R010154002	EFF-001	SM 4500-CN C/E-99	WCO/11374		
R010154004	INF-001	SM 4500-CN C/E-99	WCO/11374		
R010154003	EFF-001	EPA 353.2-93 /	WCO/11383		



**2017 Caltest NELAP-ORELAP
Certification and FOAs**

Caltest Analytical Laboratory



OREGON

Environmental Laboratory Accreditation Program



CALTEST ANALYTICAL LABORATORY
4036

NELAP Recognized

1885 N. KELLY RD.
NAPA, CA 94558

IS GRANTED APPROVAL BY ORELAP UNDER THE 2009 TNI STANDARDS, TO PERFORM
ANALYSES ON ENVIRONMENTAL SAMPLES IN MATRICES AS LISTED BELOW :

<i>Air</i>	<i>Drinking Water</i>	<i>Non Potable Water</i>	<i>Solids and Chem. Waste</i>	<i>Tissue</i>
	Chemistry	Chemistry	Chemistry	

AND AS RECORDED IN THE LIST OF APPROVED ANALYTES, METHODS, ANALYTICAL
TECHNIQUES, AND FIELDS OF TESTING ISSUED CONCURRENTLY WITH THIS CERTIFICATE
AND REVISED AS NECESSARY.

ACCREDITED STATUS DEPENDS ON SUCCESSFUL ONGOING PARTICIPATION IN THE
PROGRAM AND CONTINUED COMPLIANCE WITH THE STANDARDS.

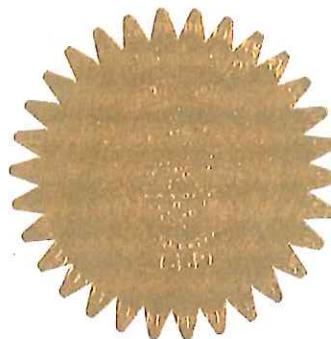
CUSTOMERS ARE URGED TO VERIFY THE LABORATORY'S CURRENT ACCREDITATION
STATUS IN OREGON.

Scott Hoatson
Oregon State Public Health Laboratory
Interim ORELAP Program Manager
3150 NW. 229th Ave, Suite 100
Hillsboro, OR 97124

EFFECTIVE DATE : 02/5/2017

EXPIRATION DATE : 02/4/2018

Certificate No : 4036 - 004





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Environmental Laboratory Accreditation Program

ORELAP Fields of Accreditation

ORELAP ID: 4036

EPA CODE: CA00112

Certificate: 4036 - 004

CALTEST ANALYTICAL LABORATORY

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NAPA, CA 94558

Issue Date: 2/5/2017 Expiration Date: 2/4/2018

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MATRIX	Reference	Code	Analyte	Code	Description
Drinking Water	EPA 314.0			10277006	Perchlorate in Drinking Water by Ion Chromatography
		1895	Perchlorate		
	EPA 524.2 4.1			10088809	Volatile Organic Compounds GC/MS Capillary Column
		5105	1,1,1,2-Tetrachloroethane		
		5160	1,1,1-Trichloroethane		
		5110	1,1,2,2-Tetrachloroethane		
		5185	1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)		
		5165	1,1,2-Trichloroethane		
		4630	1,1-Dichloroethane		
		4640	1,1-Dichloroethylene		
		4670	1,1-Dichloropropene		
		5150	1,2,3-Trichlorobenzene		
		5180	1,2,3-Trichloropropane		
		5155	1,2,4-Trichlorobenzene		
		5210	1,2,4-Trimethylbenzene		
		4570	1,2-Dibromo-3-chloropropane (DBCP)		
		4585	1,2-Dibromoethane (EDB, Ethylene dibromide)		
		4610	1,2-Dichlorobenzene		
		4635	1,2-Dichloroethane (Ethylene dichloride)		
		4655	1,2-Dichloropropane		
		5215	1,3,5-Trimethylbenzene		
		4615	1,3-Dichlorobenzene		
		4660	1,3-Dichloropropane		
		4620	1,4-Dichlorobenzene		
		4535	2-Chlorotoluene		
		4540	4-Chlorotoluene		
		4910	4-Isopropyltoluene (p-Cymene)		
		4375	Benzene		
		4385	Bromobenzene		
		4390	Bromochloromethane		
		4395	Bromodichloromethane		
		4400	Bromoform		
		4455	Carbon tetrachloride		
		4475	Chlorobenzene		
		4575	Chlorodibromomethane		
		4485	Chloroethane (Ethyl chloride)		
		4505	Chloroform		



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Drinking Water

EPA 524.2 4.1	4705	cis & trans-1,2-Dichloroethene
	4645	cis-1,2-Dichloroethylene
	4680	cis-1,3-Dichloropropene
	4595	Dibromomethane (Methylene bromide)
	4625	Dichlorodifluoromethane (Freon-12)
	4765	Ethylbenzene
	4835	Hexachlorobutadiene
	4900	Isopropylbenzene (Cumene)
	5240	m+p-xylene
	4950	Methyl bromide (Bromomethane)
	4960	Methyl chloride (Chloromethane)
	4975	Methylene chloride (Dichloromethane)
	5005	Naphthalene
	4435	n-Butylbenzene
	5090	n-Propylbenzene
	5250	o-Xylene
	4440	sec-Butylbenzene
	5100	Styrene
	4445	tert-Butylbenzene
	5115	Tetrachloroethylene (Perchloroethylene)
	5140	Toluene
	4700	trans-1,2-Dichloroethylene
	4685	trans-1,3-Dichloropropylene
	5170	Trichloroethene (Trichloroethylene)
	5175	Trichlorofluoromethane (Fluorotrichloromethane, Freon 11)
	5235	Vinyl chloride

Non-Potable Water

EPA 160.4	10010409	Total Volatile Solids, ignition @ 550 C.
	1970	Residue-volatile
	4075	Vol. residue, density, water & solids content of coatings
	2070	Volatile suspended solids
EPA 1630	10122608	Methyl Mercury by Purge & Trap Cold Vapor Atomic Fluorescence Spectrometry
	1205	Methyl Mercury
EPA 1631E	10237204	Mercury in Water by Oxidation, Purge & Trap, and Cold Vapor Atomic Fluorescence
	1095	Mercury
EPA 1638	10124002	Trace Elements by ICP/MS
	1005	Antimony
	1030	Cadmium



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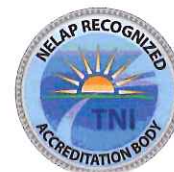
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Non-Potable Water

EPA 1638	1055	Copper	
	1075	Lead	
	1105	Nickel	
	1140	Selenium	
	1150	Silver	
	1165	Thallium	
	1190	Zinc	
EPA 1664A (HEM)	10127807	N-Hexane Extractable Material (Oil and Grease) by Extraction and Gravimetry	
	1803	n-Hexane Extractable Material (O&G)	
	2050	Total Petroleum Hydrocarbons (TPH)	
EPA 1664A (SGT-HEM)	10261606	Silica Gen Treated N-Hexane Extractable Material (Oil and Grease)	
	2050	Total Petroleum Hydrocarbons (TPH)	
EPA 180.1	10011402	Turbidity - Nephelometric	
	2055	Turbidity	
EPA 200.8 5.4	10014605	Metals by ICP-MS	
	1000	Aluminum	
	1005	Antimony	
	1010	Arsenic	
	1015	Barium	
	1020	Beryllium	
	1025	Boron	
	1030	Cadmium	
	1035	Calcium	
	1040	Chromium	
	1050	Cobalt	
	1055	Copper	
	1070	Iron	
	1075	Lead	
	1080	Lithium	
	1085	Magnesium	
	1090	Manganese	
	1100	Molybdenum	
	1105	Nickel	
	1125	Potassium	
	1140	Selenium	
	1150	Silver	
	1155	Sodium	
	1160	Strontium	
	1165	Thallium	
	1175	Tin	
	1180	Titanium	



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Non-Potable Water

EPA 200.8 5.4	1185	Vanadium		
	1190	Zinc		
EPA 245.1 3			10036609	Mercury by Cold Vapor Atomic Absorption
	1095	Mercury		
EPA 300.0 2.1			10053200	Methods for the Determination of Inorganic Substances in Environmental Samples
	1540	Bromide		
	1575	Chloride		
	1730	Fluoride		
	1810	Nitrate as N		
	2000	Sulfate		
EPA 3010A			10133605	Acid Digestion of Aqueous samples and Extracts for Total Metals
	8031	Extraction/Preparation		
EPA 3510C			10138202	Separatory Funnel Liquid-liquid extraction
	8031	Extraction/Preparation		
EPA 353.2 2			10067604	Nitrate/Nitrite Nitrogen - Automated, Cadmium
	1820	Nitrate-nitrite		
EPA 410.4			10077006	Chemical Oxygen Demand - Colorimetric, Automated.
	1565	Chemical oxygen demand		
EPA 420.4			10080203	Phenolics, Total Recoverable by Semi-Automated Colorimetry
	1905	Total phenolics		
EPA 525.2 2			10090003	Semi-Volatile by SPE extraction and GC/MS
	6400	2-Methylphenol (o-Cresol)		
EPA 6020			10156000	Inductively Coupled Plasma-Mass Spectrometry
	1000	Aluminum		
	1005	Antimony		
	1010	Arsenic		
	1015	Barium		
	1020	Beryllium		
	1030	Cadmium		
	1035	Calcium		
	1040	Chromium		
	1050	Cobalt		
	1055	Copper		
	1070	Iron		
	1075	Lead		
	1080	Lithium		



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Non-Potable Water

EPA 6020

1085 Magnesium
1090 Manganese
1100 Molybdenum
1105 Nickel
1125 Potassium
1140 Selenium
1150 Silver
1155 Sodium
1160 Strontium
1165 Thallium
1175 Tin
1180 Titanium
1185 Vanadium
1190 Zinc

EPA 608

10103603

Organochlorine Pesticides & PCBs by GC/ECD

7355 4,4'-DDD
7360 4,4'-DDE
7365 4,4'-DDT
7025 Aldrin
7110 alpha-BHC (alpha-Hexachlorocyclohexane)
8880 Aroclor-1016 (PCB-1016)
8885 Aroclor-1221 (PCB-1221)
8890 Aroclor-1232 (PCB-1232)
8895 Aroclor-1242 (PCB-1242)
8900 Aroclor-1248 (PCB-1248)
8905 Aroclor-1254 (PCB-1254)
8910 Aroclor-1260 (PCB-1260)
7115 beta-BHC (beta-Hexachlorocyclohexane)
7250 Chlordane (tech.)
7105 delta-BHC
7470 Dieldrin
7510 Endosulfan I
7515 Endosulfan II
7520 Endosulfan sulfate
7540 Endrin
7530 Endrin aldehyde
7535 Endrin ketone
7120 gamma-BHC (Lindane, gamma-Hexachlorocyclohexane)
7685 Heptachlor
7690 Heptachlor epoxide
7810 Methoxychlor



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Non-Potable Water

EPA 608	8250	Toxaphene (Chlorinated camphene)
EPA 614	10105201	Organophosphorous Pesticides by Liquid/Liquid Extraction and GC/NPD
	7075	Azinphos-methyl (Guthion)
	7390	Demeton
	7395	Demeton-o
	7385	Demeton-s
	7410	Diazinon
	8625	Disulfoton
	7565	Ethion
	7770	Malathion
	7825	Methyl parathion (Parathion, methyl)
	7955	Parathion, ethyl
EPA 624	10107207	Volatile Organic Compounds by purge and trap GC/MS
	5160	1,1,1-Trichloroethane
	5110	1,1,2,2-Tetrachloroethane
	5185	1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)
	5165	1,1,2-Trichloroethane
	4630	1,1-Dichloroethane
	4640	1,1-Dichloroethylene
	4610	1,2-Dichlorobenzene
	4635	1,2-Dichloroethane (Ethylene dichloride)
	4655	1,2-Dichloropropane
	4615	1,3-Dichlorobenzene
	4620	1,4-Dichlorobenzene
	5222	2,2-Dichloro-1,1,1-trifluoroethane (Freon 123)
	4410	2-Butanone (Methyl ethyl ketone, MEK)
	4500	2-Chloroethyl vinyl ether
	4860	2-Hexanone (MBK)
	4995	4-Methyl-2-pentanone (MIBK)
	4315	Acetone
	4325	Acrolein (Propenal)
	4340	Acrylonitrile
	4375	Benzene
	4395	Bromodichloromethane
	4400	Bromoform
	4450	Carbon disulfide
	4455	Carbon tetrachloride
	4475	Chlorobenzene
	4575	Chlorodibromomethane

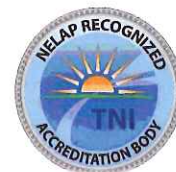


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CALTEST ANALYTICAL LABORATORY

EPA CODE: CA00112

1885 N. KELLY RD.

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NAPA, CA 94558

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Non-Potable Water

EPA 624

- 4485 Chloroethane (Ethyl chloride)
- 4505 Chloroform
- 4705 cis & trans-1,2-Dichloroethene
- 4645 cis-1,2-Dichloroethylene
- 4680 cis-1,3-Dichloropropene
- 4595 Dibromomethane (Methylene bromide)
- 4625 Dichlorodifluoromethane (Freon-12)
- 4765 Ethylbenzene
- 5240 m+p-xylene
- 4950 Methyl bromide (Bromomethane)
- 4960 Methyl chloride (Chloromethane)
- 5000 Methyl tert-butyl ether (MTBE)
- 4975 Methylene chloride (Dichloromethane)
- 5250 o-Xylene
- 5100 Styrene
- 5115 Tetrachloroethylene (Perchloroethylene)
- 5120 Tetrahydrofuran (THF)
- 5140 Toluene
- 4700 trans-1,2-Dichloroethylene
- 4685 trans-1,3-Dichloropropylene
- 5170 Trichloroethene (Trichloroethylene)
- 5175 Trichlorofluoromethane (Fluorotrichloromethane, Freon 11)
- 5225 Vinyl acetate
- 5235 Vinyl chloride
- 5260 Xylene (total)

EPA 625

10300002

Base/Neutrals and Acids by GC/MS

- 5155 1,2,4-Trichlorobenzene
- 6221 1,2-Diphenylhydrazine
- 4659 2,2-Oxybis(1-chloropropane)
- 6835 2,4,5-Trichlorophenol
- 6840 2,4,6-Trichlorophenol
- 6000 2,4-Dichlorophenol
- 6130 2,4-Dimethylphenol
- 6175 2,4-Dinitrophenol
- 6185 2,4-Dinitrotoluene (2,4-DNT)
- 6190 2,6-Dinitrotoluene (2,6-DNT)
- 5795 2-Chloronaphthalene
- 5800 2-Chlorophenol
- 6360 2-Methyl-4,6-dinitrophenol (4,6-Dinitro-2-methylphenol)
- 6385 2-Methylnaphthalene
- 6400 2-Methylphenol (o-Cresol)
- 6460 2-Nitroaniline



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Non-Potable Water

EPA 625

6490 2-Nitrophenol
5945 3,3'-Dichlorobenzidine
6405 3-Methylphenol (m-Cresol)
5660 4-Bromophenyl phenyl ether (BDE-3)
5700 4-Chloro-3-methylphenol
5745 4-Chloroaniline
5825 4-Chlorophenyl phenylether
6470 4-Nitroaniline
6500 4-Nitrophenol
5500 Acenaphthene
5505 Acenaphthylene
5555 Anthracene
5595 Benzidine
5575 Benzo(a)anthracene
5580 Benzo(a)pyrene
5590 Benzo(g,h,i)perylene
5600 Benzo(k)fluoranthene
5585 Benzo[b]fluoranthene
5610 Benzoic acid
5630 Benzyl alcohol
5760 bis(2-Chloroethoxy)methane
5765 bis(2-Chloroethyl) ether
5780 bis(2-Chloroisopropyl) ether
5670 Butyl benzyl phthalate
5855 Chrysene
5862 Cresols, Total
6065 Di(2-ethylhexyl) phthalate (bis(2-Ethylhexyl)phthalate, DEHP)
5895 Dibenz(a,h) anthracene
5905 Dibenzofuran
6070 Diethyl phthalate
6135 Dimethyl phthalate
5925 Di-n-butyl phthalate
6200 Di-n-octyl phthalate
6265 Fluoranthene
6270 Fluorene
6275 Hexachlorobenzene
4835 Hexachlorobutadiene
6285 Hexachlorocyclopentadiene
4840 Hexachloroethane
6315 Indeno(1,2,3-cd) pyrene
6320 Isophorone
5005 Naphthalene
5015 Nitrobenzene





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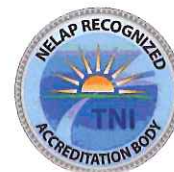
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EPA 625	6530	n-Nitrosodimethylamine	
	6545	n-Nitrosodi-n-propylamine	
	6535	n-Nitrosodiphenylamine	
	6605	Pentachlorophenol	
	6615	Phenanthrene	
	6625	Phenol	
	6665	Pyrene	
EPA 632			10108608 Carbamate and Urea Pesticides by Liquid/Liquid Extraction and HPLC/UV-VIS
	7080	Barban	
	7195	Carbaryl (Sevin)	
	7205	Carbofuran (Furaden)	
	7275	Chloropropham	
	7505	Diuron	
	7610	Fenuron	
	7630	Fluometuron	
	7765	Linuron (Lorox)	
	7800	Methiocarb (Mesurol)	
	7805	Methomyl (Lannate)	
	7885	Monuron	
	7915	Neburon	
	7940	Oxamyl	
	8075	Propham	
	8080	Propoxur (Baygon)	
	8120	Siduron	
	8165	SWEP	
EPA 7196A			10162400 Chromium Hexavalent colorimetric
	1045	Chromium VI	
EPA 7470A			10165807 Mercury in Liquid Waste by Cold Vapor Atomic Absorption
	1095	Mercury	
EPA 8015B			10173601 Non-halogenated organics using GC/FID
	9369	Diesel range organics (DRO)	
EPA 8081A			10178606 Organochlorine Pesticides by GC/ECD
	7355	4,4'-DDD	
	7360	4,4'-DDE	
	7365	4,4'-DDT	
	7025	Aldrin	
	7110	alpha-BHC (alpha-Hexachlorocyclohexane)	
	7240	alpha-Chlordane	



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EPA 8081A	7115	beta-BHC (beta-Hexachlorocyclohexane)	
	7250	Chlordane (tech.)	
	7105	delta-BHC	
	7470	Dieldrin	
	7510	Endosulfan I	
	7515	Endosulfan II	
	7520	Endosulfan sulfate	
	7540	Endrin	
	7530	Endrin aldehyde	
	7535	Endrin ketone	
	7120	gamma-BHC (Lindane, gamma-HexachlorocyclohexanE)	
	7245	gamma-Chlordane	
	7685	Heptachlor	
	7690	Heptachlor epoxide	
	7810	Methoxychlor	
	8250	Toxaphene (Chlorinated camphene)	
EPA 8082			10179007 Polychlorinated Biphenyls (PCBs) by GC/ECD
	8880	Aroclor-1016 (PCB-1016)	
	8885	Aroclor-1221 (PCB-1221)	
	8890	Aroclor-1232 (PCB-1232)	
	8895	Aroclor-1242 (PCB-1242)	
	8900	Aroclor-1248 (PCB-1248)	
	8905	Aroclor-1254 (PCB-1254)	
	8910	Aroclor-1260 (PCB-1260)	
EPA 8141A			10182000 Organophosphorous Pesticides by GC/NPD
	7075	Azinphos-methyl (Guthion)	
	7125	Bolstar (Sulprofos)	
	7300	Chlorpyrifos	
	7315	Coumaphos	
	7390	Demeton	
	7395	Demeton-o	
	7385	Demeton-s	
	7410	Diazinon	
	8610	Dichlorvos (DDVP, Dichlorvos)	
	7475	Dimethoate	
	8625	Disulfoton	
	7550	EPN	
	7565	Ethion	
	7580	Famphur	
	7600	Fensulfothion	
	7605	Fenthion	



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EPA 8141A

7770	Malathion
7785	Merphos
7825	Methyl parathion (Parathion, methyl)
7850	Mevinphos
7905	Naled
7955	Parathion, ethyl
7985	Phorate
8110	Ronnel
8200	Tetrachlorvinphos (Stirophos, Gardona) Z-isomer
8245	Tokuthion (Prothiophos)
8275	Trichloronate

EPA 8260B

10184802

Volatile Organic Compounds by purge and trap GC/MS

5105	1,1,1,2-Tetrachloroethane
5160	1,1,1-Trichloroethane
5110	1,1,2,2-Tetrachloroethane
5185	1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)
5165	1,1,2-Trichloroethane
4630	1,1-Dichloroethane
4640	1,1-Dichloroethylene
4670	1,1-Dichloropropene
5150	1,2,3-Trichlorobenzene
5180	1,2,3-Trichloropropane
5155	1,2,4-Trichlorobenzene
5210	1,2,4-Trimethylbenzene
4570	1,2-Dibromo-3-chloropropane (DBCP)
4585	1,2-Dibromoethane (EDB, Ethylene dibromide)
4610	1,2-Dichlorobenzene
4635	1,2-Dichloroethane (Ethylene dichloride)
4655	1,2-Dichloropropane
5215	1,3,5-Trimethylbenzene
4615	1,3-Dichlorobenzene
4660	1,3-Dichloropropane
4620	1,4-Dichlorobenzene
5222	2,2-Dichloro-1,1,1-trifluoroethane (Freon 123)
4665	2,2-Dichloropropane
4410	2-Butanone (Methyl ethyl ketone, MEK)
4500	2-Chloroethyl vinyl ether
4535	2-Chlorotoluene
4860	2-Hexanone (MBK)
4540	4-Chlorotoluene



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Non-Potable Water

EPA 8260B

- 4910 4-Isopropyltoluene (p-Cymene)
- 4995 4-Methyl-2-pentanone (MIBK)
- 4315 Acetone
- 4320 Acetonitrile
- 4325 Acrolein (Propenal)
- 4340 Acrylonitrile
- 4375 Benzene
- 4385 Bromobenzene
- 4390 Bromochloromethane
- 4395 Bromodichloromethane
- 4400 Bromoform
- 4450 Carbon disulfide
- 4455 Carbon tetrachloride
- 4475 Chlorobenzene
- 4575 Chlorodibromomethane
- 4485 Chloroethane (Ethyl chloride)
- 4505 Chloroform
- 4705 cis & trans-1,2-Dichloroethene
- 4645 cis-1,2-Dichloroethylene
- 4680 cis-1,3-Dichloropropene
- 4595 Dibromomethane (Methylene bromide)
- 4625 Dichlorodifluoromethane (Freon-12)
- 4765 Ethylbenzene
- 4770 Ethyl-t-butylether (ETBE) (2-Ethoxy-2-methylpropane)
- 9408 Gasoline range organics (GRO)
- 4835 Hexachlorobutadiene
- 4870 Iodomethane (Methyl iodide)
- 4900 Isopropylbenzene (Cumene)
- 5240 m+p-xylene
- 4950 Methyl bromide (Bromomethane)
- 4960 Methyl chloride (Chloromethane)
- 5000 Methyl tert-butyl ether (MTBE)
- 4975 Methylene chloride (Dichloromethane)
- 5005 Naphthalene
- 4435 n-Butylbenzene
- 5090 n-Propylbenzene
- 5250 o-Xylene
- 4440 sec-Butylbenzene
- 5100 Styrene
- 4370 T-amylmethylether (TAME)
- 4420 tert-Butyl alcohol
- 4445 tert-Butylbenzene
- 5115 Tetrachloroethylene (Perchloroethylene)



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Non-Potable Water

EPA 8260B

- 5140 Toluene
- 4700 trans-1,2-Dichloroethylene
- 4685 trans-1,3-Dichloropropylene
- 5170 Trichloroethene (Trichloroethylene)
- 5175 Trichlorofluoromethane (Fluorotrichloromethane, Freon 11)
- 5225 Vinyl acetate
- 5235 Vinyl chloride
- 5260 Xylene (total)

EPA 8270C

10185805

Semivolatile Organic compounds by GC/MS

- 5155 1,2,4-Trichlorobenzene
- 4610 1,2-Dichlorobenzene
- 6221 1,2-Diphenylhydrazine
- 4615 1,3-Dichlorobenzene
- 4620 1,4-Dichlorobenzene
- 4659 2,2-Oxybis(1-chloropropane)
- 6840 2,4,6-Trichlorophenol
- 6000 2,4-Dichlorophenol
- 6130 2,4-Dimethylphenol
- 6175 2,4-Dinitrophenol
- 6185 2,4-Dinitrotoluene (2,4-DNT)
- 6190 2,6-Dinitrotoluene (2,6-DNT)
- 5795 2-Chloronaphthalene
- 5800 2-Chlorophenol
- 6360 2-Methyl-4,6-dinitrophenol (4,6-Dinitro-2-methylphenol)
- 6385 2-Methylnaphthalene
- 6400 2-Methylphenol (o-Cresol)
- 6460 2-Nitroaniline
- 6490 2-Nitrophenol
- 5945 3,3'-Dichlorobenzidine
- 6405 3-Methylphenol (m-Cresol)
- 6465 3-Nitroaniline
- 5660 4-Bromophenyl phenyl ether (BDE-3)
- 5700 4-Chloro-3-methylphenol
- 5745 4-Chloroaniline
- 5825 4-Chlorophenyl phenylether
- 6410 4-Methylphenol (p-Cresol)
- 6470 4-Nitroaniline
- 6500 4-Nitrophenol
- 5500 Acenaphthene
- 5505 Acenaphthylene
- 5545 Aniline



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Non-Potable Water

EPA 8270C

5555 Anthracene
5595 Benzidine
5575 Benzo(a)anthracene
5580 Benzo(a)pyrene
5590 Benzo(g,h,i)perylene
5600 Benzo(k)fluoranthene
5585 Benzo[b]fluoranthene
5610 Benzoic acid
5630 Benzyl alcohol
5760 bis(2-Chloroethoxy)methane
5765 bis(2-Chloroethyl) ether
5780 bis(2-Chloroisopropyl) ether
5670 Butyl benzyl phthalate
5680 Carbazole
5855 Chrysene
6065 Di(2-ethylhexyl) phthalate (bis(2-Ethylhexyl)phthalate, DEHP)
5895 Dibenz(a,h) anthracene
5905 Dibenzofuran
6070 Diethyl phthalate
6135 Dimethyl phthalate
5925 Di-n-butyl phthalate
6200 Di-n-octyl phthalate
6265 Fluoranthene
6270 Fluorene
6275 Hexachlorobenzene
4835 Hexachlorobutadiene
6285 Hexachlorocyclopentadiene
4840 Hexachloroethane
6315 Indeno(1,2,3-cd) pyrene
6320 Isophorone
5005 Naphthalene
5015 Nitrobenzene
6530 n-Nitrosodimethylamine
6545 n-Nitrosodi-n-propylamine
6535 n-Nitrosodiphenylamine
6605 Pentachlorophenol
6615 Phenanthrene
6625 Phenol
6665 Pyrene
5095 Pyridine

EPA 8321A

10189001

Solvent Extractable non-volatile compounds by HPLC/TS/MS

7080 Barban



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Non-Potable Water

EPA 8321A

7130 Bromacil
7195 Carbaryl (Sevin)
7205 Carbofuran (Furaden)
7275 Chloropropham
7505 Diuron
7610 Fenuron
7630 Fluometuron
7765 Linuron (Lorox)
7800 Methiocarb (Mesuroil)
7805 Methomyl (Lannate)
7885 Monuron
7915 Neburon
7940 Oxamyl
8075 Propham
8080 Propoxur (Baygon)
8120 Siduron

EPA 8330

10189807

Nitroaromatics and Nitramines by HPLC/UV-VIS

6885 1,3,5-Trinitrobenzene (1,3,5-TNB)
6160 1,3-Dinitrobenzene (1,3-DNB)
9651 2,4,6-Trinitrotoluene (2,4,6-TNT)
6185 2,4-Dinitrotoluene (2,4-DNT)
6190 2,6-Dinitrotoluene (2,6-DNT)
9303 2-Amino-4,6-dinitrotoluene (2-am-dnt)
9507 2-Nitrotoluene
9510 3-Nitrotoluene
9306 4-Amino-2,6-dinitrotoluene (4-am-dnt)
9513 4-Nitrotoluene
6415 Methyl-2,4,6-trinitrophenylnitramine (tetryl)
5015 Nitrobenzene
9522 Octahydro-1,3,5,7-tetranitro-1,3,5,7-tetrazocine (HMX)
9558 Pentaerythritoltetranitrate (PETN)
9432 RDX (hexahydro-1,3,5-trinitro-1,3,5-triazine)

SM 2120 B-2001 online

20039309

Color by Visual Comparison

1605 Color

SM 2130 B 21st ED

20042608

Turbidity by Nephelometric Method

2055 Turbidity

SM 2320 B-97 online

20045607

Alkalinity by Titration Method

1505 Alkalinity as CaCO₃



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SM 2340 B-97 online	20046600	Hardness by calculation
1755 Total hardness as CaCO ₃		
SM 2340 C-97 online	20047603	Hardness by EDTA Titration Method
1755 Total hardness as CaCO ₃		
SM 2510 B-97 online	20048606	Conductivity by Probe
1610 Conductivity		
SM 2540 B-97 online	20049405	Total Solids Dried at 103 - 105C
1950 Residue-total		
SM 2540 C-97 online	20050402	Total Dissolved Solids Dried at 180C
1955 Residue-filterable (TDS)		
SM 2540 D-97 online	20051201	Total Suspended Solids Dried at 103 - 105C
1960 Residue-nonfilterable (TSS)		
SM 2540 F-97 online	20052204	Settleable Solids
1965 Residue-settleable		
SM 3500-Cr B- 2009 online	20066255	Chromium by Colorimetric Method
1045 Chromium VI		
SM 4110 B- 2000	20076908	Anions by Ion Chromatography
1540 Bromide		
1575 Chloride		
1730 Fluoride		
1810 Nitrate as N		
2000 Sulfate		
SM 4500-CN B 20th ED	20091207	Preliminary Treatment of Samples
1635 Cyanide		
SM 4500-CN E- 1999	20096417	Cyanide by Colorimetric Method
1635 Cyanide		
1645 Total cyanide		
SM 4500-H+ B- 2000 online	20105219	pH Value by Electrometric Method .
1900 pH		
SM 4500-NH ₃ B-97 online	20106007	Ammonia by Preliminary Distillation Step
1515 Ammonia as N		
SM 4500-NH ₃ C-97 online	20108401	Ammonia by Titrimetric Method
1515 Ammonia as N		
SM 4500-NH ₃ G-97 online	20111404	Ammonia by Automated Phenate Method
1515 Ammonia as N		



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SM 4500-NH3 H-97 online	20112203	Ammonia by Flow Injection Analysis
1515 Ammonia as N		
SM 4500-NO2 ⁻ B-2000 online	20113104	Nitrite by Colorimetric Determination
1840 Nitrite as N		
SM 4500-NO3 ⁻ F 21st ED	20116409	Nitrate by Automated Cadmium Reduction Method
1820 Nitrate-nitrite		
SM 4500-Norg C-97 online	20120007	Nitrogen (Organic) by Semi-Micro-Kjeldahl Method
1795 Kjeldahl nitrogen - total		
SM 4500-O G- 2001 online	20121657	Dissolved Oxygen by Membrane Electrode Method
1880 Oxygen, dissolved		
SM 4500-P B 21st ED	20122809	Phosphorus by Sample Preparation
1910 Phosphorus, total		
SM 4500-P E- 1999	20124214	Phosphorous by Ascorbic Acid Method
1870 Orthophosphate as P		
1910 Phosphorus, total		
SM 4500-P F 21st ED	20124805	Phosphorus by Automated Ascorbic Acid Reduction Method
1910 Phosphorus, total		
SM 4500-S2 ⁻ D 21st ED	20125604	Sulfide by Methylene Blue Method
2005 Sulfide		
SM 5210 B- 2001 online	20135255	Biochemical Oxygen Demand (BOD), 5-Day
1530 Biochemical oxygen demand		
1555 Carbonaceous BOD, CBOD		
SM 5220 D-97 online	20136805	COD by Closed Reflux, Colorimetric Method
1565 Chemical oxygen demand		
SM 5310 B- 2000	20137819	Total Organic Carbon (TOC) by Combustion Infra-red Method
2040 Total organic carbon		

Solids

EPA 1311	10118806	Toxicity Characteristic Leaching Procedure
8031 Extraction/Preparation		
EPA 1312	10119003	Synthetic Precipitation Leaching Procedure
8031 Extraction/Preparation		
EPA 3050B	10135601	Acid Digestion of Sediments, Sludges, and soils
8031 Extraction/Preparation		



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Solids	EPA 3540C		10140202	Soxhlet Extraction
		8031 Extraction/Preparation		
	EPA 3541		10140406	Automated Soxhlet Extraction
		8031 Extraction/Preparation		
	EPA 6020		10156000	Inductively Coupled Plasma-Mass Spectrometry
		1000 Aluminum		
		1005 Antimony		
		1010 Arsenic		
		1015 Barium		
		1020 Beryllium		
		1025 Boron		
		1030 Cadmium		
		1035 Calcium		
		1040 Chromium		
		1050 Cobalt		
		1055 Copper		
		1070 Iron		
		1075 Lead		
		1085 Magnesium		
		1090 Manganese		
		1100 Molybdenum		
		1105 Nickel		
		1125 Potassium		
		1140 Selenium		
		1150 Silver		
		1155 Sodium		
		1160 Strontium		
		1165 Thallium		
		1175 Tin		
		1180 Titanium		
		1185 Vanadium		
		1190 Zinc		
	EPA 7470A		10165807	Mercury in Liquid Waste by Cold Vapor Atomic Absorption
		1095 Mercury		
	EPA 7471A		10166208	Mercury in Solid Waste by Cold Vapor Atomic Absorption
		1095 Mercury		
	EPA 8015B		10173601	Non-halogenated organics using GC/FID
		9369 Diesel range organics (DRO)		



OREGON

Environmental Laboratory Accreditation Program

ORELAP Fields of Accreditation

ORELAP ID: 4036

EPA CODE: CA00112

Certificate: 4036 - 004

CALTEST ANALYTICAL LABORATORY

1885 N. KELLY RD.

NAPA, CA 94558

Issue Date: 2/5/2017 Expiration Date: 2/4/2018

As of 2/5/2017 this list supersedes all previous lists for this certificate number.

Solids

EPA 8081A

10178606

Organochlorine Pesticides by GC/ECD

7355 4,4'-DDD
7360 4,4'-DDE
7365 4,4'-DDT
7025 Aldrin
7110 alpha-BHC (alpha-Hexachlorocyclohexane)
7240 alpha-Chlordane
7115 beta-BHC (beta-Hexachlorocyclohexane)
7250 Chlordane (tech.)
7105 delta-BHC
7470 Dieldrin
7510 Endosulfan I
7515 Endosulfan II
7520 Endosulfan sulfate
7540 Endrin
7530 Endrin aldehyde
7535 Endrin ketone
7120 gamma-BHC (Lindane, gamma-Hexachlorocyclohexane)
7245 gamma-Chlordane
7685 Heptachlor
7690 Heptachlor epoxide
7810 Methoxychlor
8250 Toxaphene (Chlorinated camphene)

EPA 8082

10179007

Polychlorinated Biphenyls (PCBs) by GC/ECD

8880 Aroclor-1016 (PCB-1016)
8885 Aroclor-1221 (PCB-1221)
8890 Aroclor-1232 (PCB-1232)
8895 Aroclor-1242 (PCB-1242)
8900 Aroclor-1248 (PCB-1248)
8905 Aroclor-1254 (PCB-1254)
8910 Aroclor-1260 (PCB-1260)

EPA 8141A

10182000

Organophosphorous Pesticides by GC/NPD

7075 Azinphos-methyl (Guthion)
7125 Bolstar (Sulprofos)
7300 Chlorpyrifos
7315 Coumaphos
7390 Demeton
7395 Demeton-o
7385 Demeton-s
7410 Diazinon



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CALTEST ANALYTICAL LABORATORY

1885 N. KELLY RD.

NAPA, CA 94558

Issue Date: 2/5/2017 Expiration Date: 2/4/2018

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Solids

EPA 8141A

8610	Dichlorovos (DDVP, Dichlorvos)
7475	Dimethoate
8625	Disulfoton
7550	EPN
7565	Ethion
7600	Fensulfothion
7605	Fenthion
7770	Malathion
7785	Merphos
7825	Methyl parathion (Parathion, methyl)
7850	Mevinphos
7905	Naled
7955	Parathion, ethyl
7985	Phorate
8110	Ronnel
8200	Tetrachlorvinphos (Stirophos, Gardona) Z-isomer
8245	Tokuthion (Prothiophos)
8275	Trichloronate

EPA 8260B

10184802

Volatile Organic Compounds by purge
and trap GC/MS

5105	1,1,1,2-Tetrachloroethane
5160	1,1,1-Trichloroethane
5110	1,1,2,2-Tetrachloroethane
5185	1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)
5165	1,1,2-Trichloroethane
4630	1,1-Dichloroethane
4640	1,1-Dichloroethylene
4670	1,1-Dichloropropene
5150	1,2,3-Trichlorobenzene
5180	1,2,3-Trichloropropane
5155	1,2,4-Trichlorobenzene
5210	1,2,4-Trimethylbenzene
4570	1,2-Dibromo-3-chloropropane (DBCP)
4585	1,2-Dibromoethane (EDB, Ethylene dibromide)
4610	1,2-Dichlorobenzene
4635	1,2-Dichloroethane (Ethylene dichloride)
4655	1,2-Dichloropropane
5215	1,3,5-Trimethylbenzene
4615	1,3-Dichlorobenzene
4660	1,3-Dichloropropane
4620	1,4-Dichlorobenzene



OREGON

Environmental Laboratory Accreditation Program

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CALTEST ANALYTICAL LABORATORY

1885 N. KELLY RD.

NAPA, CA 94558

Issue Date: 2/5/2017 Expiration Date: 2/4/2018

As of 2/5/2017 this list supersedes all previous lists for this certificate number.

Solids

EPA 8260B

- | | |
|------|--|
| 5222 | 2,2-Dichloro-1,1,1-trifluoroethane (Freon 123) |
| 4665 | 2,2-Dichloropropane |
| 4410 | 2-Butanone (Methyl ethyl ketone, MEK) |
| 4500 | 2-Chloroethyl vinyl ether |
| 4535 | 2-Chlorotoluene |
| 4860 | 2-Hexanone (MBK) |
| 4540 | 4-Chlorotoluene |
| 4910 | 4-Isopropyltoluene (p-Cymene) |
| 4995 | 4-Methyl-2-pentanone (MIBK) |
| 4315 | Acetone |
| 4320 | Acetonitrile |
| 4325 | Acrolein (Propenal) |
| 4340 | Acrylonitrile |
| 4375 | Benzene |
| 4385 | Bromobenzene |
| 4390 | Bromochloromethane |
| 4395 | Bromodichloromethane |
| 4400 | Bromoform |
| 4450 | Carbon disulfide |
| 4455 | Carbon tetrachloride |
| 4475 | Chlorobenzene |
| 4575 | Chlorodibromomethane |
| 4485 | Chloroethane (Ethyl chloride) |
| 4505 | Chloroform |
| 4705 | cis & trans-1,2-Dichloroethene |
| 4645 | cis-1,2-Dichloroethylene |
| 4680 | cis-1,3-Dichloropropene |
| 4595 | Dibromomethane (Methylene bromide) |
| 4625 | Dichlorodifluoromethane (Freon-12) |
| 4765 | Ethylbenzene |
| 4770 | Ethyl-t-butylether (ETBE) (2-Ethoxy-2-methylpropane) |
| 9408 | Gasoline range organics (GRO) |
| 4835 | Hexachlorobutadiene |
| 4870 | Iodomethane (Methyl iodide) |
| 5240 | m+p-xylene |
| 4950 | Methyl bromide (Bromomethane) |
| 4960 | Methyl chloride (Chloromethane) |
| 5000 | Methyl tert-butyl ether (MTBE) |
| 4975 | Methylene chloride (Dichloromethane) |
| 5005 | Naphthalene |
| 4435 | n-Butylbenzene |
| 5090 | n-Propylbenzene |





OREGON

Environmental Laboratory Accreditation Program

ORELAP Fields of Accreditation

ORELAP ID: 4036

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CALTEST ANALYTICAL LABORATORY

1885 N. KELLY RD.

NAPA, CA 94558

Issue Date: 2/5/2017 Expiration Date: 2/4/2018

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Solids

EPA 8260B

5250 o-Xylene
4440 sec-Butylbenzene
5100 Styrene
4370 T-amylmethylether (TAME)
4420 tert-Butyl alcohol
4445 tert-Butylbenzene
5115 Tetrachloroethylene (Perchloroethylene)
5140 Toluene
4700 trans-1,2-Dichloroethylene
4685 trans-1,3-Dichloropropylene
5170 Trichloroethene (Trichloroethylene)
5175 Trichlorofluoromethane
(Fluorotrichloromethane, Freon 11)
5225 Vinyl acetate
5235 Vinyl chloride
5260 Xylene (total)

EPA 8270C

10185805

Semivolatile Organic compounds by
GC/MS

5155 1,2,4-Trichlorobenzene
4610 1,2-Dichlorobenzene
6221 1,2-Diphenylhydrazine
4615 1,3-Dichlorobenzene
4620 1,4-Dichlorobenzene
4659 2,2-Oxybis(1-chloropropane)
6835 2,4,5-Trichlorophenol
6840 2,4,6-Trichlorophenol
6000 2,4-Dichlorophenol
6130 2,4-Dimethylphenol
6175 2,4-Dinitrophenol
6185 2,4-Dinitrotoluene (2,4-DNT)
6190 2,6-Dinitrotoluene (2,6-DNT)
5795 2-Chloronaphthalene
5800 2-Chlorophenol
6360 2-Methyl-4,6-dinitrophenol (4,6-Dinitro-2-methylphenol)
6385 2-Methylnaphthalene
6400 2-Methylphenol (o-Cresol)
6460 2-Nitroaniline
6490 2-Nitrophenol
5945 3,3'-Dichlorobenzidine
6405 3-Methylphenol (m-Cresol)
6465 3-Nitroaniline
5660 4-Bromophenyl phenyl ether (BDE-3)
5700 4-Chloro-3-methylphenol



OREGON

Environmental Laboratory Accreditation Program

ORELAP Fields of Accreditation

ORELAP ID: 4036

EPA CODE: CA00112

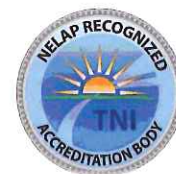
Certificate: 4036 - 004

CALTEST ANALYTICAL LABORATORY

1885 N. KELLY RD.

NAPA, CA 94558

Issue Date: 2/5/2017 Expiration Date: 2/4/2018



As of 2/5/2017 this list supersedes all previous lists for this certificate number.

Solids

EPA 8270C

5745 4-Chloroaniline
5825 4-Chlorophenyl phenylether
6410 4-Methylphenol (p-Cresol)
6470 4-Nitroaniline
6500 4-Nitrophenol
5500 Acenaphthene
5505 Acenaphthylene
5545 Aniline
5555 Anthracene
5595 Benzidine
5575 Benzo(a)anthracene
5580 Benzo(a)pyrene
5590 Benzo(g,h,i)perylene
5600 Benzo(k)fluoranthene
5585 Benzo[b]fluoranthene
5610 Benzoic acid
5630 Benzyl alcohol
5760 bis(2-Chloroethoxy)methane
5765 bis(2-Chloroethyl) ether
5670 Butyl benzyl phthalate
5680 Carbazole
5855 Chrysene
6065 Di(2-ethylhexyl) phthalate (bis(2-Ethylhexyl)phthalate, DEHP)
5895 Dibenz(a,h) anthracene
5905 Dibenzofuran
6070 Diethyl phthalate
6135 Dimethyl phthalate
5925 Di-n-butyl phthalate
6200 Di-n-octyl phthalate
6265 Fluoranthene
6270 Fluorene
6275 Hexachlorobenzene
4835 Hexachlorobutadiene
6285 Hexachlorocyclopentadiene
4840 Hexachloroethane
6315 Indeno(1,2,3-cd) pyrene
6320 Isophorone
5005 Naphthalene
5015 Nitrobenzene
6530 n-Nitrosodimethylamine
6545 n-Nitrosodi-n-propylamine
6535 n-Nitrosodiphenylamine
6605 Pentachlorophenol



OREGON

Environmental Laboratory Accreditation Program

ORELAP Fields of Accreditation

ORELAP ID: 4036

EPA CODE: CA00112

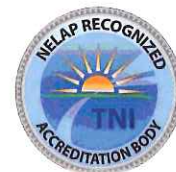
Certificate: 4036 - 004

CALTEST ANALYTICAL LABORATORY

1885 N. KELLY RD.

NAPA, CA 94558

Issue Date: 2/5/2017 Expiration Date: 2/4/2018



As of 2/5/2017 this list supersedes all previous lists for this certificate number.

Solids

EPA 8270C

6615 Phenanthrene
6625 Phenol
6665 Pyrene
5095 Pyridine

EPA 8321A

10189001

Solvent Extractable non-volatile compounds by HPLC/TS/MS

7080 Barban
7130 Bromacil
7195 Carbaryl (Sevin)
7205 Carbofuran (Furaden)
7275 Chloropropham
7505 Diuron
7610 Fenuron
7630 Fluometuron
7765 Linuron (Lorox)
7800 Methiocarb (Mesurol)
7805 Methomyl (Lannate)
7885 Monuron
7915 Neburon
7940 Oxamyl
8075 Propham
8080 Propoxur (Baygon)
8120 Siduron

EPA 8330

10189807

Nitroaromatics and Nitramines by HPLC/UV-VIS

6885 1,3,5-Trinitrobenzene (1,3,5-TNB)
6160 1,3-Dinitrobenzene (1,3-DNB)
9651 2,4,6-Trinitrotoluene (2,4,6-TNT)
6185 2,4-Dinitrotoluene (2,4-DNT)
6190 2,6-Dinitrotoluene (2,6-DNT)
9303 2-Amino-4,6-dinitrotoluene (2-am-dnt)
9507 2-Nitrotoluene
9510 3-Nitrotoluene
9306 4-Amino-2,6-dinitrotoluene (4-am-dnt)
9513 4-Nitrotoluene
6415 Methyl-2,4,6-trinitrophenylnitramine (tetryl)
5015 Nitrobenzene
9522 Octahydro-1,3,5,7-tetranitro-1,3,5,7-tetrazocine (HMX)
9558 Pentaerythritoltetranitrate (PETN)
9432 RDX (hexahydro-1,3,5-trinitro-1,3,5-triazine)

Solids

EPA 9012A		10193405	Total and Amenable Cyanide (automated colorimetric with off-line distillation)
	1645	Total cyanide	
EPA 9040B		10197203	pH Electrometric Measurement
	1900	pH	
EPA 9045C		10198400	Soil and Waste pH
	1900	pH	





COUNCIL COMMUNICATION

CC #: 9073
File #: 0203-05

Title: Public Safety Radio Equipment - Purchase Order
Contact: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends Council approval to utilize the companies authorized for public safety radio equipment from RELM Wireless Corporation, through the use of the State of Washington NASPO ValuePoint Cooperative Purchasing Organization Master Price Agreement (# 06913) pursuant to Participating Addendum Number 7-16-58-15 between the State of California Department of General Services and RELM Wireless.

The initial contract was for two year with two optional two-year renewals. The contract is in its first renewal period which expires June 30, 2018. The estimated cost of the purchases for FY2017-18 is approximately \$60,000.

BACKGROUND

The Roseville Fire Department continues to upgrade its fleet of public safety radios used while receiving and providing mutual aid resources with agencies inside Placer County, as well as state-wide. These radios are required for common communications between engines, trucks, and individual members while operating on fires, medical responses, hazardous materials incidents, rescues, floods, and other emergencies. The Roseville Fire Department continues to convert its mutual aid radios to state-of-the-art RELM equipment specified by State and Federal partners to take advantage of common programming, maintenance, training, and competitive pricing provided by utilizing the same radio platform as larger partner agencies.

The City will piggyback onto the State of Washington NASPO Value Point Cooperative Purchasing Organization Master Price Agreement (# 06913) and Participating Addendum Number 7-16-58-15. The contract is in its first renewal period which expires June 30, 2018, and has an option for one additional two-year renewal period to June 30, 2020. Section 4.12.105 of the Roseville Municipal Code authorizes the Purchasing Officer to use cooperative contracts offered by other public entities and specifically allows purchases under NASPO Value Point. The contract includes a RELM Wireless dealer list of suppliers that can assist in meeting the fire agency's supply requirements. Staff requests authorization to utilize the companies authorized through the NASPO Value Point Contract #06913 for purchases.

FISCAL IMPACT

Funding is included in the Fire Department Support Services budget for FY 17/18 budget for communications equipment.

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

ENVIRONMENTAL REVIEW

The purchase of communications equipment is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378), and consequently no CEQA action is required.

Respectfully Submitted,

Brian Diemer, Assistant Fire Chief

Rick Bartee, Fire Chief



Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 9059
File #: 0203-06

Title: Accela e-PlanCheck Software Licenses and Annual Maintenance - Purchase Order
Contact: Art Vogtlin 916-774-5111 avogtlin@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Recommend Council authorize the extension of purchasing authority for Council Communication #7691 approved on 6/1/2016 (Accela e-PlanCheck Software Licenses and Annual Maintenance – Purchase Order) into FY 2017/18. The vendor required a major system upgrade that extended the e-PlanCheck project; and purchase authority for CC#7691 lapsed before licenses were needed. The vendor has agreed to extend the same pricing from the same State of California DGS contract (SLP-16-70-0027L) used for CC #7691.

BACKGROUND

In June 2016 Council approved purchase for the Accela e-PlanCheck software module to improve the City's permit plan check process using electronic plan submittal. CC #7691 authorized purchase for licensing and maintenance during FY 2017. During the project, the vendor required a major system upgrade be performed to maintain full system support. The system upgrade extended the e-PlanCheck project timeline, and Council authorization for purchase lapsed before the licenses were needed. The vendor has agreed to extend the same pricing from the same State of California DGS contract (SLP-16-70-0027L) used for CC #7691 until March 8, 2018.

FISCAL IMPACT

The total cost of the licenses and first-year maintenance is \$83,070.00 in FY2018. Funding is included in the Accela System CIP and Development Services Operating Budget. The total on-going annual maintenance cost is \$17,040.00 and will be funded through the Technology Replacement Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of the proposed software purchase is not expected to result in measurable job creation

or economic development 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 (CEQA Guidelines §15061(b)(3)). The purchase of software and software maintenance does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Art Vogtlin, IT Program Manager

Hong Sae, Chief Information Officer

A handwritten signature in blue ink, appearing to be 'Rob Jensen', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

invoice from ANS



Allied Network Solutions, Inc.
 5718 Lonetree Blvd.
 Rocklin, CA 95765
 Phone: 916-774-2670
 Fax: 916-774-2654
 FEIN# 68-0480187

QUOTE #:	ANSQ89765-01
Date:	02/01/2018
DVBE Certification# 24852	
CA Seller Permit# SR KH 97-902196	

Prepared For:

Holly Heffernan Krelle
 City of Roseville
 316 Vernan Street
 Suite 300
 Roseville, CA 95678

Phone (916)774-5171

Ship To:

Holly Heffernan Krelle
 City of Roseville
 316 Vernan Street
 Suite 300
 Roseville, CA 95678

Phone (916)774-5171

Prepared By:

Jen Olson
 Inside Sales Rep
 jolson@ans-it.com

(916) 774-2670 x115

Contract Number	Payment Terms	FOB	Valid Through
SLP-16-70-0027L	NET 30	Destination, Freight PPD	03/08/2018

Part Number	Manufacturer	Qty	Unit Price	Extended Price	Taxable?
Product Description					
LCEPCEPCUSR3P51 ePlanCheck Named User License	ACCELA	65	\$1,065.00	\$69,225.00	N
MIEPCEPCUSR3P51 ePlanCheck Maintenance and Supp Initial	ACCELA	65	\$213.00	\$13,845.00	N

SubTotal	\$83,070.00
Sales Tax 0.08250	\$0.00
Shipping	\$0.00
TOTAL	\$83,070.00

Thank you for the opportunity to provide this quote. Please reference quote number in the upper right hand corner on any purchase order resulting from this quote. Prices quoted are contingent upon contract award of all items. Quotes are valid for 30 days from original quote date.



COUNCIL COMMUNICATION

CC #: 9050

File #: 0323

Title: Electronic Citation System - Contract Amendment
Contact: Claudia Harlan 916-774-5003 charlan@roseville.ca.us

Meeting Date: 2/21/2018

Item #: 6.7.

RECOMMENDATION TO COUNCIL

Authorize an amendment to an agreement with Tyler Technologies Inc. to provide electronic citation software, hardware and related interfaces and services, and authorize the City Manager to execute the amendment on behalf of the City.

BACKGROUND

On November 6, 2014, the City entered into a software licensing agreement with Tyler Technologies Inc., formerly known as New World Systems, to provide and maintain a public safety computer system. The system includes police records, police and fire computer aided dispatch and police automated field reporting systems. The police department would like to add an electronic citation module to the system. The module will allow officers to scan drivers licenses using their department-issued phones or mobile devices to automatically populate fields, print out citations, and transfer the information into the police records management system. The module can also be used during subject stops and field interviews, to scan drivers license or ID cards and transfer that information along with officer notes about the contact to the records system field interview system. The module will also help collect and store demographic information as required by California Assembly Bill 953 (Racial & Identity Profiling Act).

The new module will be more efficient than the current system of having officers write out paper citations by hand, and having staff key information from the citations into the police records system. By transferring information directly from drivers licenses and other government-issued identification, it will reduce errors and staff time spent on writing and data entry.

FISCAL IMPACT

The module, including software, hardware, interfaces and services will cost \$163,592. After the first year of service, the annual maintenance fee will be \$21,840 plus a \$7,280 hosting fee. Of the first year amount, \$67,000 will come from one-time funds from Fiscal Year 2017's ending fund balance, allocated to the General Capital Equipment Fund, and the remainder will be taken from

available funds in the Computer Aided Dispatch/Records Management System Capital Improvement Program.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this purchase.

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)). Approval of the Amendment to the software maintenance agreement and acquisition of software, printers and services do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Claudia Harlan, Police Administrator

James Maccoun, Police Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-54

signed contract amendment

RESOLUTION NO. 18-54

APPROVING AMENDMENT #1767-18A2A TO THE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND TYLER TECHNOLOGIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, amendment #1767-18A2A to the agreement regarding the addition of electronic citation software to the existing public safety computer system, by and between the City of Roseville and Tyler Technologies, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that amendment #1767-18A2A is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Roseville, a municipal corporation, with offices at 1051 Junction Blvd., Roseville, CA 95678 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of November 6, 2014 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and/or professional services set forth Amendment Exhibit 1, are hereby added to the Agreement.
2. Amendment Exhibits 2 through 3 are hereby added to the Agreement and shall apply only to the Brazos Components added by this Amendment.
3. The following payment terms, as applicable, shall apply:
 - a. *License Fees*: License fees are invoiced upon the Amendment Effective Date.
 - b. *Maintenance and Support Fees*: Maintenance and support fees for the first annual term are included in the license fees. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of the Amendment Effective Date.
 - c. *Professional Services*: 100% of the Professional Services fees shown on the Amendment Investment Summary shall be invoiced on July 1, 2018.
 - d. *Hosting Fees*: Hosting Fees, if any, for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Amendment Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
 - e. *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.
 - Third Party Services*: Third Party Services fees are invoiced upon delivery.
 - f. Payment for undisputed invoices is due within forty-five (45) days of invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A.
	420 Montgomery
	San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating
 - g. *Expenses*: The service rates in the Investment Summary include travel expenses.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Roseville, CA

By: Sherry Clark

By: _____

Name: Sherry Clark

Name: _____

Title: Senior Corporate Attorney

Title: _____

Date: 1-19-18

Date: _____



Amendment Exhibit 1 Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Amendment Effective Date

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ROSEVILLE POLICE DEPARTMENT, CA

Investment Summary

December 20, 2017

A. LICENSE FEES		
ITEM	DESCRIPTION	INVESTMENT

LAW ENFORCEMENT RECORDS

1. New World Third Party LE Records Interface Software

- Ticket Writer Interface No Charge

2. BRAZOS \$104,000

RMS Interface - New World 0 ea. 0

Task - Field Interview 3,000 ea. 3,000

CMS Interface - Journal 3,000 ea. 3,000

REF License - PDA (140 Licenses) 700 ea. 98,000

STANDARD BRAZOS SOFTWARE LICENSE FEE **\$104,000**

LESS DISCOUNT **(24,500)**

TOTAL TYLER SOFTWARE LICENSE FEES DUE **\$79,500**

B. PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	INVESTMENT

PROFESSIONAL SERVICES

1. Fixed Installation Service Fees: **\$2,320**

- Ticket Writer Interface 2,320

2. Brazos eCitation Implementation and Services **\$57,969**

- Set-Up and Configuration 37,969 ea. 37,969

- Training (Train-the-Trainer) 1,000 ea. 8,000

- Project Management 1,000 ea. 5,000

- Set-Up Fees - Third Party Hardware 50 ea. 7,000

TOTAL IMPLEMENTATION SERVICES **\$60,289**

C. THIRD PARTY PRODUCTS AND SERVICES		
ITEM	DESCRIPTION	INVESTMENT

1. THIRD PARTY PRODUCTS AND SERVICES

THIRD PARTY HARDWARE

Brazos eCitation Third Party Hardware 23,803

Zebra, Printer, ZQ520 588 ea. 17,633

Zebra, Acc-Printer, ZQ520, Battery 64 ea. 1,912

Zebra, Acc-Printer, ZQ500/RW QUAD Battery Charger 302 ea. 2,420

Zebra, Acc-Printer, ZQ520/RW420, Paper, 36 Rolls Per Case 92 ea. 1,838

TOTAL THIRD PARTY PRODUCTS AND SERVICES **\$23,803**

TOTAL ONE TIME COST **\$163,592**

D. MAINTENANCE AND SUPPORT FEES		
ITEM	DESCRIPTION	INVESTMENT
1. BRAZOS ECITATION MAINTENANCE		
	Year 1 Maintenance:	No Charge
	Year 2 Maintenance:	\$21,840
2. BRAZOS ANNUAL HOSTING FEE		
		\$7,280

PRICING VALID THROUGH FEBRUARY 28, 2018.



Amendment Exhibit 2

Additional Terms for Brazos Components

We will provide you with the Brazos components of Tyler Software indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. **Additional Definitions.** The following definitions shall apply to this Exhibit:

- 1.1. **"Brazos Components"** means the Brazos software components of Tyler Software identified in the Investment Summary.
- 1.2. **"Hosting Services"** means the hosting services Tyler will provide for the Brazos Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
- 1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the Brazos Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.
- 1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.

2. **Hosting Terms for Brazos Components.**

- 2.1. We will either host or engage Third Party Services in order to host the Brazos Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
- 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Brazos Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
- 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
- 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



Amendment Exhibit 2 Schedule 1 Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide

approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



Amendment Exhibit 3 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the

specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.*

Breakfast, lunch and
dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



COUNCIL COMMUNICATION

CC #: 9047
File #: 0203-09

Title: 65 and 95 Gallon Waste Containers - Purchase Order
Contact: Shelly Tilley 916-774-5785 stilley@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve purchase orders to Rehrig Pacific Company utilizing the US Communities contract RFP-00254 for the purchase of automated residential waste containers on an as needed basis. The total estimated cost for the annual cost of the waste containers, including tax and delivery is 330,000.00, or not to exceed departmental budgeted amounts. Funding of \$165,000 for FY2017-18 is included in the Solid Waste Division's Capital Purchases approved budget.

Staff requests authorization for three optional one-year renewals without further Council approval utilizing the US Communities contract, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Environmental Utilities Solid Waste Division has an ongoing requirement for residential 95-gallon black waste containers, 65-gallon black waste containers, and 95-gallon green (recycling) waste containers. The Solid Waste Division estimates that they will need approximately 3,600 of the 95-gallon black cans and a quantity of 2,400 of the 95-gallon green cans. These quantities include new service and replacement waste containers to be purchased throughout the 2018 calendar year. The quantities are an estimate based on previous years' historical data and knowledge of future requirements. Approximately 2,400 of the 3,600 black cans will be used for replacement of existing cans that are or have already reached the end of their service life, and the remaining 1,200 will be purchased for placement at new homes. The cans will be purchased on an as needed basis throughout the year.

The City will be piggybacking off of a US Communities contract. The City will be utilizing the US Communities contract number RFP-00254 with Rehrig Pacific Company. US Communities works with public and non-profit agencies, who as principal procurement agency competitively solicits national master agreements for aggregated use. This cooperative purchasing strategy offers lower costs, plus time and resource savings to participating agencies such as the City of Roseville. This contract was competitively bid and allows for any participating agency in the United

States to benefit from the substantial savings realized from the overall volume of sales.

FISCAL IMPACT

Estimated annual cost is 330,000.00. The dollars will be encumbered as each truckload order is placed. Projected spending is \$165,000 for FY2017-18 and is included in the Solid Waste Divisions approved budget.

Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the optional renewal years is as follows: FY2018-19, \$330,000, FY2019-20, \$330,000.00; FY2020-21, \$330,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

The purchase of a waste containers is not anticipated to result in measurable job creation or economic development.

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 purchase of waste containers does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Shelly Tilley, Refuse Superintendent

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-52

RESOLUTION NO. 18-52

APPROVING A PURCHASE ORDER FOR WASTE CONTAINERS

WHEREAS, a purchase order for 65 and 95 gallon waste containers, between the City of Roseville and Rehrig Pacific Company, has been reviewed by the Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9049
File #: 0203-09

Title: Dumpster Repair (RFQ 01-3160) - Purchase Order
Contact: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve purchase orders to McLaughlin Waste Equipment, Inc. for dumpster repairs. The purchase orders will be issued on an as-needed basis. The total estimated cost from date of contract award through 6/30/19 is \$90,000.00 or not to exceed department budgeted amounts. \$30,000.00 will be the estimated amount for the remainder of FY2017-18 and \$60,000.00 for FY2018-19 pending Council approval of budgets.

The bid allowed for four optional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the bid contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Environmental Utilities Solid Waste Division has a recurring demand to refurbish dumpsters for reuse. The division incorporated a process of replacing the rotted bottom of dumpsters in lieu of recycling them for scrap. Returning the dumpsters to near new condition is saving approximately \$25,000.00 per year in capital purchase costs.

Bidders were asked to quote various types of dumpster repairs, in addition to replacing the worn out bin bottoms, including: channel repairs, patching, replacing and/or straightening lock bars, and replacing and/or repairing lids.

A formal bid was issued with the following vendor responses:

<u>Vendor</u>	<u>Total Weighted Price</u>
Stockton Tri Industries, Inc. Stockton, CA	\$3,099.88
McLaughlin Waste Equipment, Inc. Lockeford, CA	\$2,155.00

The contract award is based on the combined total unit cost of the various repairs utilizing a weighting formula that was provided on the pricing worksheet. The weighting formula represents the estimated percentage of work that will be performed for each type of repair. The percentages are not intended to be an exact amount. They were solely for the purpose of evaluating and awarding the bid.

FISCAL IMPACT

The total estimated cost from date of contract award through 6/30/19 is \$90,000.00 or not to exceed department budgeted amounts. Funding of \$30,000.00 is included in the Environmental Utilities Solid Waste Division's FY2017-18 Budget. Spending for future years will be contingent upon Council approval of budgets. Projected spending is \$60,000.00 per fiscal year or up to department budgeted amounts.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tiffany Valdez, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-53

RESOLUTION NO. 18-53

APPROVING A PURCHASE ORDER FOR DUMPSTER REPAIR

WHEREAS, a purchase order for dumpster repair, between the City of Roseville and McLaughlin Waste Equipment, Inc., has been reviewed by the Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9063
File #: 0203-01

Title: Vehicle Purchase
Contact: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends City Council authorize a purchase order to Oroville Ford, Inc. for two Ford F250 utility body trucks utilizing RFQ 01-3163 as replacements for 06-266 and 06-397 approved in the FY2017-18 Auto Replacement Budget. The total cost including options and sales tax is \$78,476.23.

BACKGROUND

The Parks, Recreation & Libraries Parks Maintenance Division is purchasing one Ford F250 utility body as a replacement for 06-266. This vehicle is used by the park maintenance crew for general maintenance, repair work and towing within the Roseville parks system.

The Environmental Utilities Water Distribution Division is purchasing one Ford F250 utility body as a replacement for 06-397. The vehicle is used to meet state regulatory requirements such as weekly water sample collections, testing prevention devices, as well as the maintenance of water meters and the City's emergency back-up ground water pumping facilities.

Bidders were asked to quote Ford F250 trucks using two different diamond truck bodies with the following model numbers: 16-42-96-OT-B49 (Truck A) and 19-42-96-OT-B43 (Truck B.) The bid specified that the contract would be awarded by line item according to each truck type.

A formal bid was issued with the following vendor response:

<u>Vendor</u>	<u>Unit Price (base vehicle price with utility body)</u>	
	<u>Truck A</u>	<u>Truck B</u>
Oroville Ford, Inc. Oroville, CA	\$35,241.84	\$38,276.24

Vehicle replacements are based on the Fleet Scoring System which considers factors such as age, miles, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores.

Vehicle ID	Replacement Score	Vehicle Condition
06-266	26	Meets City replacement

		criteria
06-397	27	Meets City replacement criteria

FISCAL IMPACT

The total cost of two Ford F250 utility body trucks including options and sales tax is \$78,476.23. Funding is included in the FY2017-18 Auto Replacement Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Craighead, Fleet Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 9060
File #: 0800-05

Title: Asset Management Consulting Services - Service Agreement Amendment
Contact: Duke Arakaki 916-774-5212 darakaki@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to sign the second amendment to contract number S1708232 with Sixty Seven Solutions for professional services to accommodate Chart of Account change in Maximo Asset Management in the amount of \$60,000.00 and to extend the term of the agreement by one year to expire on 6/30/19.

BACKGROUND

The Enterprise Resource Planning (ERP) project will completely change the City's Chart of Account to improve financial tracking and reporting. Due to the Chart of Account change, Maximo Asset Management system needs to be configured to comply with new chart. Sixty Seven Solutions is currently helping the City by resolving production support issues, improving system performance, and advancing project tasks. They have also provided valuable hands-on training, a necessary component to maintain the system long-term. Sixty Seven Solutions has the experience and knowledge to configure Maximo with the new Chart of Account.

To best support the program and provide specialized technical skills, the Information Technology (IT) department released an Informal Request for Quotes (RFQ) in March 2017 to three certified IBM consultants. Three proposals were reviewed and interviews with the respective firms were performed. Sixty Seven Solutions was selected because their proposal best aligned with the business needs, were the lowest cost proposal, and were a local firm willing to work onsite with no additional travel expenses.

Upon amendment, Sixty Seven Solutions will reformat the Chart of Account structure within Maximo and update data with the revised Chart of Account values.

FISCAL IMPACT

Cost for the second amendment is \$60,000.00 and the total amount not to exceed \$279,800.00. Funding is included in the ERP Project CIP-Capital Improvement Project budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no economic development or job creation from this amendment.

ENVIRONMENTAL REVIEW

The services provided by Sixty Seven Solutions are not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Duke Arakaki, IT Programs Manager - Enterprise Solutions

Hong Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-59

S1708232 Amendment 2

RESOLUTION NO. 18-59

APPROVING AMENDMENT NO. 2 TO SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND SIXTY SEVEN SOLUTIONS, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, Amendment No. 2 to Service Agreement (S1708232), for additional Maximo System development and operational support, between the City of Roseville and Sixty Seven Solutions, Inc., has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

SIXTY SEVEN SOLUTIONS

6940 COUNTRY CT, GRANITE BAY, CA 95746
(916) 539-0865



CITY OF ROSEVILLE CONTRACT ADDENDUM PROPOSAL

November 14, 2017

Description

Provide Maximo system development and operational support for the city's project implementation of the Oracle ERP system. The project scope as follows:

1. Development:
 - a. Reformat the Chart of Accounts (COA) structure within the city's Maximo system. The COA format will need to be changed in all modules within the application.
 - b. Update data with the revised COA values as defined by the City of Roseville.
 - c. As part of Go-Live efforts, the data between Maximo and Oracle ERP will need to be aligned. A one-time data sync process will be required include, but not limited to the following applications:
 - i. Purchase Order Numbers
 - ii. Item Master attributes
 - iii. Labor/Craft records
 - iv. Suppliers
 - v. Fixed Assets
 - d. Provide design documentation referencing any changes made to the application and/or database.
 - e. Any other assignments as a result of the ERP project.
2. Testing:
 - a. Provide technical support during User Acceptance Testing. This include, but not limited to, providing technical support, data validation, development re-work in order to meet the defined requirements.
3. Implementation:
 - a. Implement required changes (as referenced above) as part of the Oracle ERP Go-Live effort. This includes, but not limited to, the COA changes and data synchronization between Maximo and Oracle ERP.

Compensation

Sixty Seven Solutions, Inc. will be compensated at a rate of \$110 per labor hour where the maximum total is not to exceed \$60,000 for efforts of this project. An invoice of services will submitted by Sixty Seven Solutions for the prior month's services. Payment of services will be due within 15 calendar days of the invoice date.



COUNCIL COMMUNICATION

CC #: 9051

File #: 0600

Title: Labor Relations Consulting Services - Professional Services Agreement

Contact: Susan Schinnerer 916-774-5204 sschinnerer@roseville.ca.us

Meeting Date: 2/21/2018

Item #: 6.12.

RECOMMENDATION TO COUNCIL

To adopt a resolution authorizing the City Manager to sign a Professional Services Agreement with Burke, Williams & Sorensen, LLP in an amount not to exceed \$200,000.

BACKGROUND

The City utilizes professional labor relations providers for negotiations and other labor relations issues as needed. The firm of Burke, Williams & Sorensen, LLP is recommended to assist the City in this capacity for the remainder of FY 2017/2018 and for FY 2018/2019.

FISCAL IMPACT

Human Resources requests to authorize this contract in the amount of \$200,000. For the remainder of FY 2017/2018, Human Resources has \$50,000 budgeted for this purpose. For FY 2018/2019, funding will be requested and will only be utilized if approved.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

ENVIRONMENTAL REVIEW

Labor Relations Consulting Services are not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Susan Schinnerer, Human Resources Analyst

Gayle Satchwell, Human Resources Manager



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-55

Burke Williams Sorenson PSA_Signed

RESOLUTION NO. 18-55

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND BURKE, WILLIAMS & SORENSEN, LLP,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding labor relations consulting services, by and between the City of Roseville and Burke, Williams & Sorensen, LLP, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Labor Relations Consulting Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Burke, Williams &
Sorensen, LLP, a limited liability partnership ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of labor relations consulting
services; and

WHEREAS, CONSULTANT has prepared a proposal which describes the scope of work
to be performed by CONSULTANT; 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.
CONSULTANT shall provide no legal advice or services. CITY shall be responsible for the
legal ramifications of all advice and/or documentation generated by CONSULTANT for CITY's
use, provided such advice and/or documentation was generated by CONSULTANT at the
CITY's request and in accordance with the CITY's direction.

2. Definitions.

- a. "Labor Relations": Labor Relations includes, but is not limited to, activities such as those listed in EXHIBIT "A."
- b. "Labor Relations Program": Any effort, or collection of efforts, focused on Labor Relations, as defined above.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated in accordance with EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed two hundred thousand dollars (\$200,000).

CONSULTANT shall submit monthly invoices for its services. Such invoices shall be delineated by task in time increments of not greater than one quarter (1/4) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. Each party shall indemnify the other as follows: Indemnitor shall defend, indemnify, and save and hold harmless Indemnatee, its officers, agents, and employees against any and all costs, losses, liabilities, expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with any claims arising out of the performance of this Agreement, unless the claim arises from the gross negligence or willful misconduct of Indemnatee as determined by a court or other forum of competent jurisdiction. The Indemnitor's duty to defend, indemnify, and save and hold harmless Indemnatee shall arise immediately upon tender of any matter or claim potentially covered by the Indemnitor's obligation to defend, indemnify, and save and hold harmless Indemnatee under this Agreement.

Notwithstanding the forgoing, the following shall apply. CONSULTANT's services under this Agreement include professional services associated with the CITY's Labor Relations Program (as that term is defined in Section 2 of this Agreement) with its employees and their bargaining agents. The parties understand that Labor Relations (as that term is defined in Section 2 of this Agreement) involves an inherent and significant risk of conflict and legal dispute. It is not the intention of the parties to shift from CITY to CONSULTANT any responsibility for the defense or liability of the CITY's Labor Relations Program. Therefore, CITY shall indemnify, defend and hold harmless CONSULTANT, its officers, agents, employees, independent contractors, volunteers, and servants ("CONSULTANT Indemnitees") from any and all claims, demands, causes of action, and damages, including costs and attorney's fees, related to the CITY's Labor relations or Labor Relations Program. For such actions, notwithstanding any other provision of this Agreement, CITY shall be responsible for funding the defense of any matter or claim related to CITY's Labor Relations Program, immediately upon tender of any such matter or claim, through to its conclusion, whether or not CONSULTANT is specifically named in the action. However, CONSULTANT shall reimburse CITY for the costs of such defense, up to the extent any CONSULTANT Indemnitees are determined to have been grossly negligent, or to have engaged in intentional misconduct or actual malice, by PERB, a court of competent jurisdiction, or whatever other forum of competent jurisdiction has decided the matter.

These provisions shall be in addition to any rights to defense, being held harmless, and/or indemnification that parties may have under the law and shall survive and remain in effect following the termination of this Agreement. Should any part of this section be determined to be unenforceable, the parties agree that the remainder of the provision shall apply to the maximum extent permitted by law.

5. 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.

6. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

7. Time is of the Essence. Time is of the essence of this Agreement.

8. Compliance with Laws. CONSULTANT will 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. 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.

11. 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.

12. Independent Contractor. CONSULTANT 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.

13. Representation 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.

14. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

15. Copyright, Ownership and Use of Materials. All tangible materials ("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 copyright and all copyright rights, 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, 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 any individual who is not a full-time employee of CONSULTANT, or entity to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said individual or entity to sign an agreement containing identical wording as the foregoing.

16. Termination of Agreement. The City Manager may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice. 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.

17. Mediation of Disputes. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to Judicial Arbitration & Mediation Services, Inc. (JAMS), or its successor, for mediation. Either party may commence mediation by providing to JAMS and the other party a written request for mediation setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. The provisions of this Section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

18. Attorneys' Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

20. Severability. In case any one or more of the provisions contained in this Agreement is 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.

21. 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

Gayle Satchwell
Human Resources Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Timothy L. Davis
Burke, Williams & Sorensen LLP
2440 West El Camino Real, Ste. 620
Mountain View, CA 94040

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

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has 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

BURKE, WILLIAMS & SORENSEN, LLP,
a limited liability partnership

BY: _____
ROB JENSEN
Acting City Manager

BY:  _____
TIMOTHY L. DAVIS

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
GAYLE SATCHWELL
Human Resources Director

EXHIBIT "A"

EXHIBIT "A"

SCOPE OF WORK

The Scope of Work for this Agreement includes, without limitation, the following tasks:

1. Under the direction of the Human Resources Director and/or a duly authorized designee, serving as the City's Chief Labor Negotiator.
2. Under the direction of the Human Resources Director and/or a duly authorized designee, to allow the City Council the opportunity to create the guidelines and parameters for ensuing discussions with the City's recognized employee group(s).
3. Meeting with the Negotiation Committee and the City Council to ensure proper relations with the City Council and to formulate the City's position for forthcoming meetings with the City's recognized employee group(s).
4. In cooperation with City negotiation team members, and without limitation the City Council, developing guidelines, proposals, counter-proposals, strategies, financial information, and human resource and labor relations documents as are necessary to negotiations.
5. At the direction of the Negotiation Committee and the City Council, drafting the contractual language for tentative agreement statements and, ultimately, the final language for the collectively bargained agreement itself. Final contract language to be reviewed and approved by City Attorney or special counsel prior to adoption by the City Council.
6. Any other project as required by the Human Resources Director, City Council or the Negotiations Committee.

EXHIBIT "B"

EXHIBIT "B"

CCURRENT FEE SCHEDULE

- All hours worked shall be paid at the Consultants normal hourly rate of
Associate - \$295.00 per hour, in increments of 15 minutes
Partner - \$310.00 per hour, in increments of 15 minutes
- Drive time shall be considered time worked



COUNCIL COMMUNICATION

CC #: 9057
File #: 0109-02

Title: Street Closure Request - Revolution Run - March 10, 2018
Contact: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.13.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager or his designee to approve the following street closures from 7:30am – 12:00pm on Saturday, March 10, 2018 for the Revolution Run hosted by John Adams Academy.
Northbound lane number two of Harding Boulevard, between Lead Hill Boulevard and Wills Road.

BACKGROUND

Staff from John Adams Academy have submitted a special event permit application to host their 3rd annual Revolution Run on Saturday, March 10, 2018. This year's event is running the same course as it did in 2017.
City staff require the applicant to drop off a flier to all businesses within the complex that this event may impact.
Although staff is requesting the lane closure until 12:00pm, Public Works staff will monitor the flow of the event and will reopen the lane earlier, if possible.

FISCAL IMPACT

There will be no fiscal impact to the City budgets for this event. The applicant has agreed to reimburse the City for staff time and resources.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable

ENVIRONMENTAL REVIEW

The proposed Street Closure Agreement outlines applicant and City responsibilities for proposed temporary street closures required to safely accommodate the event. 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). Because the request for approval of the Temporary Street Closure Agreement does not include the potential for a significant environmental effect, it is not subject to CEQA and no further action is required.

Respectfully Submitted,

Jeff Nereson, Recreation Superintendent

Dion Louthan, Park, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-57

Street Closure Agreement

RESOLUTION NO. 18-57

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
JOHN ADAMS ACADEMIES, INC. AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding the Reveolution Run event, between the City of Roseville and John Adams Academies, Inc., has been reviewed by the City Council; and

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

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

AGREEMENT FOR SPECIAL EVENT AND
TEMPORARY STREET CLOSURE

Event: Revolution Run

THIS AGREEMENT is made and entered into this: 1 day of 20 by
and between the City of Roseville, a municipal corporation ("CITY"), and John Adams
Academies, Inc., a California corporation ("PROMOTER"); and

W I T N E S S E T H:

WHEREAS, PROMOTER has requested the closure of certain public streets for the
Revolution Run ("Event") to be held on Saturday, March 10, 2018; and

WHEREAS, CITY approves said request subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. PROMOTER shall comply with all applicable provisions of the Roseville
Municipal Code.
2. The following streets may be closed to traffic between 7:30 a.m.; and 12:00 p.m.
on Saturday, March 10, 2018:
 - a. Northbound lane number two of Harding Boulevard, between Lead Hill
Boulevard and Wills Road.
3. Adequate barriers and warning signs, as requested by the Public Works
Director/City Engineer, shall be placed by City personnel at all street entrances and alleys

leading into the closed area. No markings of any kind will be permitted on the street, street lights, or electrical poles.

4. All debris, booths, exhibits, or other materials resulting from the Event shall be completely removed and all streets and alleyways shall be reopened to traffic by 12:00 p.m. on the date of the Event.

5. PROMOTER shall notify in writing all businesses, located on the streets to be closed, of the Event and planned street closure not later than five (5) days in advance of the Event.

6. To the fullest extent allowed by law, PROMOTER 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, arising out of or in connection with the Event or the attendant street and/or garage closures, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

PROMOTER'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.

7. The PROMOTER shall obtain insurance covering the Event in accordance with the attached insurance requirements, which are incorporated herein by this reference.

8. CITY reserves the right to cancel this Agreement if PROMOTER has knowingly made a false statement of material fact or has knowingly omitted to state a material fact to CITY.

9. No alcoholic beverages shall be sold on City streets or property.
10. PROMOTER shall reimburse CITY for all staff costs incurred relating to the Event including, but not limited to, street closure costs.
11. Either party may terminate this Agreement by giving the other party ten (10) days advance written notice.

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 PROMOTER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

JOHN ADAMS ACADEMIES, INC.,
a California corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: Chairman of the Board

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: Executive Director

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Parks, Recreation & Libraries Director



COUNCIL COMMUNICATION

CC #: 9075
File #: 0203-09

Title: Well #6 Pump Repair Project - Service Agreement Amendment
Contact: Luz "Nina" Buelna 916-774-5688 nbuelna@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the first amendment to the service agreement with Eaton Pumps for construction services supporting the City's annual Pump Maintenance Project, extend the term of the agreement by one year to February 29, 2019, and adopt a resolution to authorize the City Manager to execute the amendment on behalf of the City. This is a sole source amendment and includes an increase of \$55,873.77, bringing the total service agreement amount to \$77,618.77.

BACKGROUND

The City of Roseville has six (6) production wells which the Environmental Utilities Department (EU) operates and maintains. EU has a Service Agreement in place with Eaton Drilling Company, Inc. as part of the annual Pump Maintenance Project.

City staff discovered that the Well #6 pump shaft had seized and was not functioning properly. EU requested Eaton to investigate and it was found the pump shaft had seized because the bearings had been compromised. The amount of work required to fix Well #6 exceeds the original contract limit by \$55,873.33. Since Eaton had already begun the repair work, a sole source amendment was prepared because Eaton is the only contractor in the region that can perform this specific type of well repair work.

Construction for the well repair is anticipated to begin in February 2018 with completion in April 2018.

FISCAL IMPACT

This \$77,618.77 is fully funded through the Water Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this contract will create approximately 1 job.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Luz "Nina" Buelna, Senior Engineer

Richard Plecker, Environmental Utilities Director

A handwritten signature in blue ink, appearing to be 'Rob Jensen', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-65

Service Agreement

RESOLUTION NO. 18-65

APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND EATON DRILLING COMPANY, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, Amendment No. 1 to Service Agreement (S1703241), for construction services supporting the City's annual pump maintenance project, between the City of Roseville and Eaton Drilling Company, Inc., has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1703241
AMENDMENT No: 1

SERVICE LOCATION:

Duke Davis Park
1490 Northpark Drive
Roseville, CA 95747

Contractor No.: V40863

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor License No.: 133783
Business License No.:

Telephone No.: (530) 662-6795

Fax:

Department: EU – WATER DISTRIBUTION

Email address: evincent@eatonpumps.net
Contractor: EATON DRILLING COMPANY, INC.
ATTN: ERIC VINCENT
10 WEST KENTUCKY AVE
WOODLAND, CA 95695

Acct. Code: 08431-5101

Buyer: BABETTE OWENS
Phone: (916) 774-5704

Service Agreement Number S1703241 ("Agreement"), which was executed on, February 24, 2017, is hereby modified as follows:

The Total Cost of Service payable under this Agreement is modified from \$21,745.00 to \$77,618.77; and to extend the term of the Agreement by one year – from 2/29/18 to 2/29/19. The purpose of this modification is to allow lead time to order specialty items to complete the repair on the pumping equipment that has seized up at Well #6 located at Duke Davis Park.

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

CONTRACTOR:

By: _____

Title: _____

By: _____

Title: _____

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____

Rob Jensen
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept.



COUNCIL COMMUNICATION

CC #: 9068

File #: 0113-02 & 0709

Title: Community Development Block Grant Agreement with Advocates for Mentally Ill Housing, Inc

Contact: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Meeting Date: 2/21/2018

Item #: 6.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the City Manager's execution of the attached Regulatory Agreement and corresponding Deed of Trust documents that are required by the federal department of Housing and Urban Development (HUD) for use of previously-approved Community Development Block Grant (CDBG) funding in the rehabilitation of a local transitional housing home owned by AMIH Housing.

BACKGROUND

In May 2017 the City Council approved use of approximately \$60,000 in Community Development Block Grant (CDBG) funding for the rehabilitation of a local transitional housing unit owned and operated by AMIH Housing. The house serves six high-functioning extremely low income residents with mental illness who were previously homeless or at-risk of homelessness. AMIH has demonstrated this to be a proven model in transitioning individuals out of homelessness and integrating them back into the community, while also being a good neighbor. Based on their success with this model, the City assisted AMIH in purchasing the home in 2016 and is currently assisting with rehabilitation of the house through the federal CDBG grant program, as approved by Council.

Use of CDBG funding for facilities that serve low and very low income populations in this way, requires the recordation of a regulatory agreement that ensures some ongoing affordability to the residents. The City has drafted an agreement that is consistent with HUD requirements that holds a 15 year term in serving extremely low-income residents through this program. Completion of this agreement both serves the local community and ensures compliance with federal program requirements. The recommended Regulatory Agreement and corresponding Deed of Trust are attached for your consideration.

FISCAL IMPACT

This item has no impact on the General Fund. The AMIH Housing rehabilitation work is funded

using approximately \$60,000 of federal Community Development Block Grant (CDBG) funding that is set aside specifically for this purpose of assisting low-income members of the community.

ECONOMIC DEVELOPMENT / JOBS CREATED

The federal Community Development Block Grant (CDBG) funds brought into the City through housing and low/moderate neighborhood programs creates local jobs. Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisors (CEA), a three member council that analyzes and interprets economic developments and advises the President of the United States on national economic policy.

Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending. Using this estimate, there is a yield of approximately 0.65 job year through this project.

ENVIRONMENTAL REVIEW

The federal environmental review required under the National Environmental Protection Act (NEPA) was completed as part of the project review. The project scope was deemed exempt under the California Environmental Quality Act (CEQA). This item is not subject to environmental review since the item before the City Council is regarding the regulatory documents.

Respectfully Submitted,

Danielle Foster, Housing Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-64

Regulatory Agreement - AMIH Housing

Deed of Trust - AMIH Housing

RESOLUTION NO. 18-64

APPROVING A REGULATORY AGREEMENT, BY AND BETWEEN THE CITY OF
ROSEVILLE AND ADVOCATES FOR MENTALLY ILL HOUSING, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, in May 2017, the City Council approved use of approximately \$60,000 in Community Development Block Grant (CDBG) funding for the rehabilitation of Maureen's House Transitional Housing, a local transitional housing unit located at 1112 William Way, owned and operated by Advocates for Mentally Ill Housing, Inc. (AMIH); and

WHEREAS, a Regulatory Agreement and Deed of Trust are necessary for the City to ensure compliance with federal requirements at Maureen's House Transitional Housing located at 1112 William Way; and

WHEREAS, the Regulatory Agreement, by and between the City of Roseville and Advocates for Mentally Ill Housing, Inc. and the corresponding Deed of Trust, have been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Regulatory Agreement and Deed of Trust are hereby approved and that the City Manager is authorized to execute them on behalf of the City of Roseville; and

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY,
MAIL TAX STATEMENTS TO
AND WHEN RECORDED MAIL TO:

City of Roseville
316 Vernon Street, Suite 150
Roseville, CA 95678
Attn: Housing Program Manager

Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

REGULATORY AGREEMENT
Maureen's House Transitional Housing
1112 William Way, Roseville, CA

This Regulatory Agreement ("Regulatory Agreement") is made as of _____, by and between the CITY OF ROSEVILLE, a California municipal corporation ("City"), and ADVOCATES FOR MENTALLY ILL HOUSING, INC. (AMIH), a California nonprofit corporation ("Owner").

RECITALS

A. Owner proposes to maintain one (1) Transitional Housing project (the "Project") at a site located in Roseville, California, at 1112 William Way and APN 012-046-034-000, (as more particularly described in Exhibit A, attached hereto and incorporated herein by reference) (the "Property"), which shall be used as transitional housing for a maximum of 6 extremely low income residents, previously homeless or at-risk of homelessness, or such other number of residents as may be permitted by the Zoning Code in effect at the time.

B. The Project shall serve as a community resource by providing decent, safe, and sanitary transitional housing for households who would otherwise be unable to obtain such housing. The City has assisted the Owner with the purchase of the Property at which to operate the Project by allocating Community Development Block Grant (CDBG) funds in accordance with the CDBG regulations at 24 CFR 570 (CDBG regulations) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 (Uniform Administrative Requirements). A Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing has been recorded to secure the City's interest in the property; these documents and this Regulatory Agreement are collectively referred to as the "City Documents."

C. As further consideration for this funding and to further the public interests of the City in seeing the Project provided and maintained as Transitional Housing, Owner has agreed to enter into and record this Regulatory Agreement. The purpose of this Regulatory Agreement is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Project for the benefit of Project occupants, the residents of the City of Roseville, and in accordance with CDBG regulations and Uniform Administrative Requirements. The covenants in this Regulatory Agreement shall run with the land and be binding on Owner and successors to the land for the full term of this Regulatory Agreement.

NOW, THEREFORE, Owner and the City hereby agree as follows:

The foregoing Recitals are true and correct and incorporated into this Regulatory Agreement.

DEFINITIONS

The following terms have the meanings set forth in this section wherever used in this Regulatory Agreement or attached exhibits. Capitalized terms not defined in this Regulatory Agreement shall have the same meaning as defined in the City Documents.

1. **City** means the City of Roseville, California, a municipal corporation.
2. **City Documents** means collectively this Regulatory Agreement, the Deed of Trust, and any other document required for the transfer of the Property, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.
3. **City Manager** means the City of Roseville City Manager or his or her designee.
4. **Deed of Trust** means the Deed of Trust, Assignment of Rents and Security Agreement and Fixture Filing placed on the Property as security for this Regulatory Agreement with Owner as trustor and the City as beneficiary, as well as any amendments to, modifications of, and restatements of said Deed of Trust.
5. **Event of Default** means a breach of or default in a party's obligations under the Regulatory Agreement, and any other instrument which is incorporated in the City Documents.

An Event of Default includes, without limitation, the following:

- A. City discovers that Owner has made any misrepresentations or has intentionally withheld any fact in the making of this Grant, the knowledge of which could have affected the decision of City to make this Grant.
- B. Owner defaults or breaches any of the terms of the Trust Deed or the Regulatory Agreement.
- C. Owner fails to perform any covenant, term or condition in any instrument creating a lien upon the Property which is the security under the Trust Deed, or any part thereof.
- D. The sale, transfer of title, conveyance or further encumbrance of the Property, whether by sale, exchange, gift, inheritance or other means, without prior written consent of City.
- E. The occurrence of any of the following:
 - i. Owner becoming insolvent or bankrupt or being unable or admitting, in writing, Owner's inability to pay debts as they mature or making a general

assignment of or entering into any restructure payment arrangement with creditors.

- ii. Proceedings for the appointment of a receiver, trustee, or liquidator of the assets of Owner or a substantial part of such assets, being authorized or instituted by or against the Owner.
- iii. Proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction being authorized or instituted against Owner.

6. **Owner** means the fee title owner of the Property, defined above as Advocates for Mentally Ill Housing (AMIH), Inc. The term "Owner" includes any person or entity acquiring fee title to the Property.

7. **Project** means the one (1) single-family home, acquired and operated as transitional housing, which is situated on the Property and used according to the terms of this Regulatory Agreement.

8. **Property** means the real property described in the attached Exhibit A, which is hereby incorporated into this Regulatory Agreement by this reference, and any buildings or improvements now or hereafter situated on such real property.

9. **Qualifying Household** means an individual or household meeting the federal definition of extremely low-income having a household income at or below 30% of area median household income (AMI), as adjusted for household size as published by the Department of Housing and Urban Development (HUD). Income limits are published at <https://www.huduser.gov/portal/datasets/il.html>. The current income limits based on the effective date must be used when qualifying a household.

10. **Qualifying Program Fee** means the maximum amount charged to and paid by a resident for the occupancy of the Project and benefit of services provided each month. This shall be calculated using the income limits published by HUD for the CDBG program for very low-income households (50% of area median household income, adjusted for household size). The Qualifying Program Fee shall not exceed 30% of 1/12 of the annual income limit for a very low-income household (50% of area median income, adjusted for household size). Income limits are published at <https://www.huduser.gov/portal/datasets/il.html>. The current income limits based on the effective date must be used when calculating the qualifying program fee.

11. **Transitional Housing** means housing available for a period of up to twenty-four (24) months in order to allow residents to obtain permanent housing. Extensions to the twenty-four-month timeframe must be approved by the City in writing, and in no event may any individual or household occupy the Property for longer than eighteen (18) months.

REPRESENTATIONS

12. **Representations.** As an entitlement community under the federal Community Development Block Grant (CDBG) program, the City has provided Federal CDBG funding in the amount of one hundred thirty four thousand eight hundred nine dollars (\$134,809) to acquire the Property. This Regulatory Agreement is a substantial part of the consideration to City for making the CDBG funding

available to Owner for the purpose of operating a Transitional Housing program. The funds used by the City are federal pass through funds administered by the City and their use is subject to certain requirements, some of which are embodied in this Regulatory Agreement and subrecipient grant agreement executed on October 9th, 2015. Therefore, the City has made the transfer conditioned upon Owner's agreement, for itself and its successors and assigns, to comply with all provisions of this Regulatory Agreement and other documents. Owner has had full opportunity to make itself independently familiar with such limitations and restrictions, and Owner accepts them and agrees to comply fully with them.

OWNER'S OBLIGATIONS

13. **Compliance with City Documents.** Owner's actions with respect to the Property shall at all times be in full conformity with the requirements of the City Documents.

14. **Term of Agreement.** This Regulatory Agreement shall commence upon execution and shall remain in full force and effect until fifteen (15) years from the recordation date of this Agreement. The obligations in this Regulatory Agreement shall remain effective and fully binding on Owner, and its successors, assigns and heirs, and any subsequent owner of the Property, for this full term regardless of any payment, any reconveyance of a Deed of Trust, or any sale, assignment, transfer, or conveyance of the Property, unless terminated earlier by the City in a recorded document or extended by mutual consent of the parties.

PROJECT OCCUPANCY AND RENTS

15. **Occupancy of Project.** Owner shall limit, for the full term of this Regulatory Agreement, limit the occupancy of a minimum of four beds in the Project to Qualifying Households. The qualifications of applicants shall be certified by Owner prior to initial occupancy in conformance with the Management Plan, as these rules may be amended from time to time.

The Project shall be owned, managed, and operated as a transitional residential facility comprised of complete facilities for living, sleeping, eating, cooking, and sanitation for a minimum of four (4) Qualifying Households, or such other number of Qualifying Households as may be permitted by the Zoning Code in effect at the time, including sleeping area, bathing and sanitation facilities, and cooking facilities equipped with a cooking range, refrigerator, and sink. The Project shall never be used as hotel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home, or trailer park or court.

Additional bedrooms beyond the existing four (4) bedrooms may not be added to the home, either within the existing home or on the existing lot, without the written permission of the City.

16. **Project Program Fees.** Fees charged to occupants shall be limited to the Qualifying Program Fee. Owner may charge a fee lower than the Qualifying Program Fee, as long as the Owner has adequate funding to pay the costs associated with the Project, including property taxes, utilities, and a reasonable contribution to replacement and operating reserves.

Income received by Owner may be subject to the CDBG rules on program income. CDBG regulations define program income at 24 CFR 570.500 (a). The Owner is subject to the requirements on agreements with subrecipients at 24 CFR 570.503 "Agreements with subrecipients" including those related to program

income. The disposition of program income is subject to the requirements found at 24 CFR 570.504(c) "Disposition of Program Income Received by Subrecipients."

Program income is that gross income generated by the use of Project property less costs [expenses] incidental to generation of the income. The program income generated by the Project will be determined by deducting operating expenses of Project property and the provision of services to occupants from gross income generated by its use. Payments of principal or interest cannot be deducted from gross income for the purpose of determining program income.

Program income must be returned to City annually within 30 days of the end of the fiscal year (ending June 30). Any program income on hand when this Agreement expires, or received after the expiration of this Agreement, shall be returned to the City.

17. **Lead-Based Paint and Asbestos.** Owner shall comply with the requirements of 24 CFR Part 35 "Lead-based Paint Poisoning Prevention in Certain Residential Structures" and 40 CFR Part 745 "Lead-based Paint Poisoning Prevention in Certain Residential Structures". Owner, and contractors and subcontractors hired by Owner shall not use lead-based paint, asbestos, or asbestos-containing materials in the construction, design, or maintenance of the Property. Owner, and contractors and subcontractors hired by Owner shall comply with the general lead-based paint requirements of 24 CFR 35 and the requirements related to rehabilitation (Subpart J) including lead hazard evaluation, notices to residents, and ongoing lead-based paint maintenance activities. Lead-based paint hazard evaluation and reduction shall only be performed using HUD-approved methods (Subpart R). Owner, and contractors and subcontractors hired by Owner shall comply with the standards for renovation, requirements for disclosure, and training and accreditation requirements at 40 CFR Part 745. All workers and supervisors must be appropriately certified in the lead-paint hazards and safe work practices at 24 CFR 745 to perform the work they are doing. Owner, and contractors and subcontractors hired by Owner shall comply with the standards for demolition and renovation of asbestos-containing materials at 40 CFR 61.145 including appropriate survey, notifications, containment, and worker protection. Owner shall cause this provision to be inserted in all contracts and subcontracts for all work performed on the Project.

18. **Nondiscrimination.** Owner shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of Project on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, or any other arbitrary basis. Owner shall include a statement in all advertisements, notices, and signs for the availability of the Project for occupancy and participation in the programs offered to the effect that Owner is an Equal Housing Opportunity Provider, as that term is defined by State and Federal law.

Further, Owner shall not cause and shall not permit discrimination on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the sale, lease, or rental or in the use or occupancy of the Property. Owner covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. This covenant against discrimination shall continue in perpetuity.

19. **Personal Responsibility and Work Opportunity Act.** Owner shall assure compliance with the obligations imposed by the federal Personal Responsibility and Work Opportunity Act (Public Law 104-193, commonly known as the Welfare Reform Act), which restrict the City funding of federal benefits to persons who are not citizens or qualified aliens as defined in such act.

20. **Operation and Management of Project.** Owner and each of Owner's officers, agents, and/or employees shall diligently operate and manage the Project in substantial conformance with the covenants contained in this Agreement, which shall run with the land and bind all successors-in-interest to the Property, and with the terms of the Management Plan as defined below.

A. **Management Entity.**

City and Owner agree that Owner shall manage the Property in accordance with the following Management Plan.

Management Plan

Owner will have weekly house meetings conducted by Placer County Adult System of Care (ASOC) and Advocates for Mentally Ill Housing, Inc. (AMIH) staff members with all of the Qualifying Household residents. During the meeting, the owner will address household chores and grocery shopping, maintenance issues and any interpersonal issues that may be occurring between the residents, as well as any other household business or resident needs. The residents will also have the opportunity to meet with AMIH staff after the meeting in order to coordinate transportation and request assistance with long-term housing plans when needed. The Owner will also have a peer counselor who transports clients to the grocery store once per week and checks in at the house over the weekends, when needed. When an emergency situation arises, residents will contact the Placer County Housing Coordinator during regular business hours and AMIH staff after hours or on the weekends, when necessary.

B. **Management Responsibilities.** The Owner shall perform and provide the following:

i. A major maintenance schedule, prepared by Owner, which specifies maintenance work to be performed on a periodic basis over the estimated lifetime of the housing unit that comprises the Project. The annual schedule must be submitted to the City by March 31 of each calendar year, or a multi-year schedule may be submitted to meet this requirement.

ii. Evidence of the establishment of a replacement reserve account, identifying the manner in which the maintenance schedule described in item C.i. above, and projected replacement activities will be funded from monthly project income and other sources. The schedule for deposits and withdrawals from the replacement reserve account shall be submitted to the City by March 31 of each calendar year, or in multi-year increments that complies with the March 31st deadline for the current year.

iii. Annual inspections of the Project to ensure continued compliance with state and local housing codes. Results of the inspections must be documented in a report, and copies may be requested by the City. The City may also independently schedule during a calendar year, one or more property inspections upon 5 business days' advance written notice by City to Owner.

iv. Annual reporting to the City regarding compliance with the deferred maintenance schedule and the results, findings, and any corrective measures taken or to be undertaken arising from the annual inspections of units.

v. Audited annual financial statements prepared by a certified public accountant, approved in advance, in writing, by City, which reflect the status of the reserve fund for maintenance and replacement activities. Copies of audited annual financial statements must be provided to the City within ninety (90) calendar days of the fiscal year-end date.

vi. A plan for certifying the eligibility of each person or household, including annual verification of tenant income and measures to take in the event a tenant exceeds the maximum income.

vii. A tenant selection process that includes, but is not limited to, the following:

a. Review of the following criteria:

- i. Potential for securing permanent housing within a timeframe of six to twelve months;
- ii. History of drug or alcohol abuse;
- iii. History of criminal or drug related offenses, including, but not limited to: assault, battery, abuse, destructive or violent behavior.

b. Prospective tenants must be required to fill out an application form, verify income/employment, attend a private interview with Owner or a selected property management firm, and agree to abide by property management rules for Property.

c. Selected tenants must be given a set of "rules and regulations" for the Property.

d. Leases with tenants must provide that non-compliance with building rules shall be an event of default on the lease and grounds for eviction.

viii. Provide to the City and keep on file the following information:

a. The duties of the property manager regarding operation of the Property.

b. A sample lease form.

c. Plan for handling terminations with cause, including providing tenant with due process (notice and opportunity to be heard) by a court prior to eviction.

Owner shall provide and maintain the Project in a safe and sanitary manner and shall comply with all Federal, State, and local housing codes, licensing requirements, and other requirements regarding the condition of the Property and the operation of rental housing in the City of Roseville, including, but not limited to, laws related to terminating a lease, due process, and evictions.

Owner shall be specifically responsible, subject to its obligations herein, for all management functions with respect to the Property, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. Except as otherwise provided herein, the City shall have no responsibility over management of the Property.

21. **Maintenance and Security.** Owner shall, at its own expense, maintain the Property in good condition, in good repair, and in a safe, sanitary, and habitable, living condition for the benefit of the Project's occupants. Owner shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. Owner shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan; however, Owner's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the Owner fails to maintain the Property in accordance with these standards and after thirty (30) calendar days prior written notice to Owner, the City or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in City's reasonable discretion, and provide for payment thereof. Any amount advanced by City to make such repairs, together with interest thereon at the legal rate (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the rate then allowed by applicable law), shall become an additional obligation of Owner to City and shall be secured by the Deed of Trust.

Nothing contained in this Section shall be interpreted to place any restriction or limitation on the City's right to take such actions as it deems necessary or proper to protect the health and safety of the public in the proper exercise of the City's authority under federal, state, and local laws.

22. **Unit Vacancies.** Owner shall use its best efforts to fill vacancies in the Project as quickly as possible.

23. **Inspection and Records.** Owner shall maintain records which clearly document Owner's performance of its obligations to operate the Property under the terms of the City Documents. Owner shall submit any records to the City within ten (10) business days of City's request. Owner shall permit City to enter and inspect the Property for compliance with obligations under the City Documents upon five (5) days advance written notice of such visit by City to Owner or Owner's property manager and to tenants of any inspected part/bedroom of Project unit, subject to the provisions of the lease regarding inspection and entry rights, a copy of the notice to tenant by the Owner must be provided to City upon request.

Further, at the written request of the City, Owner shall, within ten (10) business days following receipt of such request, furnish reports and shall give specific answers to questions upon which information is desired from time to time relative to the income, assets, liabilities, contracts, operations, and condition of the property and the status of the Deed of Trust.

24. **Audit and Inspection.** The Property and all related equipment, buildings, plans, offices, books, contracts, records, documents and other related papers shall at all times be maintained in

reasonable condition for audit and shall be subject to examination by the City or its agents. The books and accounts of the operations of the Project and of the Property shall be kept in accordance with generally accepted accounting principles.

25. **Annual Report.** Owner shall submit an annual report to City, which shall include, at a minimum, the initial and current rental rates and the income and household size of the occupants at the time such occupants initially take occupancy and annually thereafter. The income information required under this report shall be supplied by the tenant in a certified statement in compliance with all applicable rules and regulations of the U.S. Department of Housing and Urban Development. City may require additional information to be included in the annual report.

26. **Fees, Taxes, and Other Levies.** Owner shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority, utility company, or homeowner or condominium association with respect to the Property, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge as long as (a) the legality thereof is being contested in good faith and by appropriate proceedings, and (b) Owner maintains reserves adequate to pay any contested liabilities.

27. **Insurance Coverage.** Owner shall cause to have in full force and effect during the term of this Regulatory Agreement insurance coverage as required in Exhibit B.

28. **Property Damage or Destruction.** If any part of the Property is damaged or destroyed, Owner shall, at its own cost and expense, repair or restore the Property consistent with the original condition of the Project. Such work shall be commenced within thirty (30) calendar days, or up to one hundred eighty (180) calendar days with written approval of City, after the damage or loss occurs and shall be completed within three hundred sixty (360) calendar days thereafter. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if insurance proceeds are insufficient for such purpose, Owner shall make up the deficiency.

29. **Property Improvements.** Owner shall not cause and shall not permit expansion, reconstruction, or demolition of any part of improvements on the Property, except as provided by the City Documents or as otherwise approved in writing by the City.

GENERAL PROVISIONS

30. **Transfer and Encumbrance of Property.** Owner shall not transfer the Property, in whole or in part, without the prior written consent of the City and the approval of the Roseville City Council in the form of a resolution. Requests to transfer the Property shall be considered for approval only if the following conditions are satisfied: (A) the receipt by the City of evidence acceptable to the City that (1) the Owner shall not be in default hereunder or the transferee undertakes to cure any defaults of the Owner to the reasonable satisfaction of the City; (2) the continued operation of the Project shall comply with the provisions of the City Documents; (3) either (a) the transferee or its property manager has at least three (3) years' experience in the ownership, operation, and management of similar housing projects, and at least five (5) years' experience in the ownership, operation and management of transitional housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local government requirements applicable to such projects, or (b) the transferee agrees to retain a property management firm with the experience and record described in subclause (a) above, or (c) the transferring Owner or its management company will continue to manage the Project, or another management company reasonably acceptable to the City will manage,

for at least one (1) year following such transfer and, if applicable, during such period the transferring Owner or its management company will provide training to the transferee and its manager in the responsibilities relating to the Project; and (4) the person or entity that is to acquire the Project does not have relevant pending litigation against it, and does not have a history of significant and material building code violations or complaints concerning the maintenance, upkeep, operation, and Regulatory Agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies; (B) the execution by the transferee of any document reasonably requested by the City to evidence the assumption of the Owner's obligations under this Regulatory Agreement.

Owner shall not transfer or encumber any of the Property or permit the conveyance, transfer, or encumbrance of the Property unless such assignee, transferee or encumbrancer has agreed, in writing and in a form suitable for recordation, to be bound by the terms of this Regulatory Agreement.

31. **Revival of Covenants after Foreclosure.** The affordability restrictions shall be revived after foreclosure, or deed in lieu of foreclosure according to the original terms if, during the original term of this Regulatory Agreement, if the Owner, who was owner of record before the termination event, or a party related to the Owner obtains an ownership interest in the Property or Project, as the case may be. For purposes of these provisions, a related party is anyone with whom the Owner has or had family or business ties; provided that such interest would not be considered a "remote interest" in the usual and customary use of the term.

32. **Default and Remedies.** In the event of any breach or violation of any agreement, obligation, or warranty under the City Documents, City shall give written notice to Owner by specifying: (a) the nature of the breach or violation, (b) the action required to cure the breach or violation, if an action to cure is possible, and (c) a date, which shall not be less than ninety (90) calendar days from the mailing of the notice, by which such action to cure must be taken, if an action to cure is possible. If Owner fails to cure the breach or violation within the timeframe specified in the notice, or if a cure is not possible, City may proceed with any of the following remedies:

A. Bring an action for equitable relief seeking the specific performance by Owner of the terms and conditions of the City Documents, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Enter upon, take possession of, and manage the Property, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property, and continue in possession until such time as City determines that Owner is in a position to operate the Property in compliance with this Regulatory Agreement;

C. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof; or

D. For violations of Owner's obligations with respect to occupancy restrictions, Project maintenance, and unit vacancies, there shall be imposed, as liquidated damages, a charge upon Owner in an amount of ONE HUNDRED DOLLARS (\$100) per day for each component of the Project that is not operated in compliance with this Regulatory Agreement, commencing after the expiration of any applicable notice and cure period. The parties to this Regulatory Agreement expressly agree that this charge of ONE HUNDRED DOLLARS (\$100) per day is reasonable under the circumstances existing at the time this Regulatory Agreement was entered into and represents a reasonable attempt by the parties to estimate the damaged to be suffered by the City in the event of Owner's breach; these damages include,

but are not limited to, the City's loss of use of funds that were granted to Owner pursuant to the City Documents, including this Regulatory Agreement, and that could have been used to support other projects but for City's commitment to fund Owner's Project pursuant to the City Documents.

E. Foreclose by Power of Sale to recover the Federal CDBG funding in the amount of one hundred thirty four thousand eight hundred nine dollars (\$134,809) used to acquire the Property, in the event Owner fails to use the Property to further the national objectives set out in 24 CFR Part 570.208.

F. For violations of Owner's obligations with respect to Project program fees, which shall be imposed as liquidated damages, a charge upon Owner in an amount equal to three (3) times the actual amount Owner has collected from any Qualifying Household in excess of the Qualifying Program Fee; or

G. Pursue any other remedy allowed at law or in equity.

The parties agree that the sums and formulas designated herein as liquidated damages represent a reasonable approximation of the damages City is likely to suffer from violations of the respective terms. Owner agrees to pay in full any accrued liquidated damages to City within ten (10) business days of a written demand by City for such payment.

33. **Non-Liability of Officials, Employees, and Agents.** No member, official, director, employee, or agent of City shall be personally liable to Owner or third party beneficiaries for any obligation created under the terms of the City Documents.

34. **Indemnity.** Notwithstanding the insurance coverage required herein, Owner, its successors, assigns and heirs shall defend, indemnify and hold City, its members, officials, directors, employees, and agents, harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorney's fees) which City may incur as a result of (a) Owner's failure to reasonably perform any material obligations as required by the City Documents; (b) a failure of any of Owner's representations or warranties under the City Documents to be true and complete in any material respect; (c) any material breach, act or omission by Owner, management agent, Owner's contractors, subcontractors, or suppliers with respect to the Project or the Property, and/or (d) any claim related to the Project or Property, except if the loss is caused by the sole negligence or willful misconduct of the City. Owner shall pay immediately upon City's demand any amounts owing under this indemnity. The duty of the Owner to indemnify includes the duty to defend City in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. Owner's duty to indemnify City shall survive the term of this Regulatory Agreement.

35. **Governing Law.** This Regulatory Agreement shall be interpreted under and governed by the laws of the State of California, except for those provisions preempted by federal law. However, the laws of the State of California shall not be applied to the extent that they would require or allow the court to use the laws of another state or jurisdiction. Owner agrees that all actions or proceedings arising in connection with this Regulatory Agreement shall be tried and litigated only in the Superior Court in and for the County of Placer.

36. **Attorneys' Fees and Costs.** In the event that a legal or administrative action is brought to interpret or enforce the terms of the City Documents, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

37. **Time.** Time is of the essence in this Regulatory Agreement.

38. **Consents and Approvals.** Any consent or approval required under the Regulatory Agreement shall not be unreasonably withheld.

39. **Changes without Consent of Tenants, Lessees, or Others.** Only City and its successors and assigns, and Owner shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants or restrictions contained in this Regulatory Agreement without the consent of any easement holder, licensee, other mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property.

40. **Notices, Demands, and Communications.** Formal notices, demands, and communications between Owner and City shall be given by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Owner and City as follows, or if any such office is relocated, to the new address specified by the relocated party:

CITY:	ATTN: Economic Development Direct City of Roseville 316 Vernon Street, Suite 150 Roseville, California 95678
WITH A COPY TO:	ATTN: City Attorney's Office City of Roseville 311 Vernon Street Roseville, California 95678
OWNER:	ATTN: President Advocates for Mentally Ill Housing, Inc. PO Box 5216 Auburn, CA 95604

If the recipient refuses or rejects delivery, notice is deemed complete as of the date on which the Notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or such express courier service.

41. **Binding upon Successors.** All provisions of this Regulatory Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of Owner and City, and shall run with the land for the full term of this Regulatory Agreement, regardless of any reconveyance of the Deed of Trust, or any conveyance or transfer of the Property. Any successor-in-interest to Owner and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on Owner under this Regulatory Agreement for the full term of this Regulatory Agreement. The term "Owner" as used in this Regulatory Agreement shall include all such assigns, successors-in-interest, and transferees.

42. **Relationship of Parties.** The relationship of Owner and City for this Project during the term of this Regulatory Agreement shall not be construed as a joint venture, equity venture, or partnership. City neither undertakes nor assumes any responsibility or duty to Owner or to any third party with respect to

the operation of the Property or the actions of Owner. Except as City may specify in writing, Owner shall have no authority to act as an agent of City or to bind City to any obligation.

43. **Waiver.** Any waiver by City of any obligation in this Regulatory Agreement must be in writing. No waiver will be implied from any delay or failure by City to take action on any breach or default of Owner or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to Owner to perform any obligation under this Regulatory Agreement shall not operate as a waiver or release from any of its obligations under this Regulatory Agreement. Consent by City to any act or omission by Owner shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for City's written consent to future waivers.

44. **Other Agreements.** Owner represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this Regulatory Agreement or City Documents. Owner shall not enter into any agreements that are inconsistent with the terms of this Regulatory Agreement without a written waiver by City, which shall not be unreasonably withheld.

45. **Amendments and Modifications.** Any amendments or modifications to this Regulatory Agreement must be in writing, and shall be effective only if executed by both Owner and City.

46. **Severability.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

47. **Agreement and Acknowledgement of Agreement.** City and Owner acknowledge and agree that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and/or has had an opportunity to consult with and be represented by independent counsel, that this Agreement is deemed to be drafted by both parties, that no one party shall be construed as the drafter of this Agreement, and that any rule of construction that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement.

48. **Authority.** The person(s) signing this Regulatory Agreement hereby represents and warrants that he/she is fully authorized to sign this Regulatory Agreement on behalf of their respective party and to legally bind such party to the performance of its obligations hereunder.

[Remainder of Page Intentionally Left Blank]

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 Owner has caused this Agreement to be executed.

CITY:

CITY OF ROSEVILLE,
a California municipal corporation

By: _____
Rob Jensen
City Manager

Approved as to form:

By: _____
Robert R. Schmitt
City Attorney

Attest:

By: _____
Sonia Orozco
City Clerk

Approved as to substance:

By:  _____
Chris Robles
Economic Development Director

ALL SIGNATURES MUST BE NOTARIZED

OWNER:

ADVOCATES FOR MENTALLY ILL HOUSING, INC., a
California nonprofit corporation

By: 
George Palma, President

Approved as to form:

By: 
Jennifer Price, Executive Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189

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

State of California)
 County of Placer)
 On 11/15/17 before me, Michael Allen Anglada, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared George Arthur Palma
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189

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

State of California)
 County of Placer)
 On 11/15/17 before me, Michael Allen Anglada, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Jennifer Price
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

EXHIBIT A

Legal Description

Real property in the City of Roseville, Placer County, State of California, described as follows:

LOT 51, AS SHOWN AND DESIGNATED ON THAT MAP ENTITLED "PORTER ESTATES UNIT NO. 2", FIELD IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, ON APRIL 27, 1972, IN BOOK "J" OF MAPS, AT PAGE 52.

APN: 012-046-034-000

EXHIBIT B
Insurance Requirements

ATTACHMENT A

HUMAN RESOURCES/RISK MANAGEMENT DIVISION INSURANCE REQUIREMENTS – SERVICE AGREEMENT GENERAL

Required Coverage:

- General Liability: \$1,000,000 per occurrence
\$2,000,000 aggregate
Personal Injury:
\$1,000,000 per occurrence
\$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Workers' Compensation: Statutory

- *Policies must be primary and non-contributory
- *Policies must contain a waiver of subrogation
- *A 10 day notice of cancellation must be provided
- *The policies may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible
- *All Self Insured Retentions must be listed on the certificate

Required Documentation:

- A certificate(s) of insurance listing the required coverage naming as certificate holder:

The City of Roseville
Insurance Compliance
PO Box 100085-R1
Duluth, GA 30096
(951) 652-4239

- Additional Insured Endorsement- General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Waiver of Subrogation Endorsements
- Primary and Non-Contributory Coverage Endorsement – CG 20 01 04 13 or an equivalent

All documentation needs to be provided using one of the following methods:

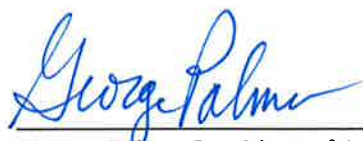
- A. By email to roseville@ebix.com
- B. By fax to (770) 325-5727

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

EXHIBIT C
Certificate of Compliance with Labor Code § 3700

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 have complied or will comply with such provisions before commencing the performance of the work of this Agreement. (Cal. Labor Code §§1860, 1861.)

OWNER



George Palma, President of Advocates
for Mentally Ill Housing, Inc.

EXHIBIT D

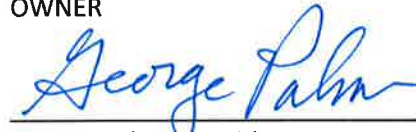
Owner Release from Liability and Indemnification for Worker's Compensation Coverage

I declare under penalty of perjury that I am a sole proprietor, partnership, or non-profit and, as such, I do not employ any employees. I fully understand that if I hire any employees during the term of this contract, that I must abide by the laws and regulations of the State of California regarding Workers' Compensation insurance. At such time, I will provide the City of Roseville evidence of such Workers' Compensation coverage in compliance with the terms of this contract.

Should I fail to secure Workers' Compensation coverage as required by the State of California, I will release, hold harmless, defend and indemnify the City of Roseville from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this contract.

It is further understood and agreed that this release and assumption of risk is to be binding on my heirs and assigns.

OWNER



George Palma, President

**RECORDING REQUESTED BY,
MAIL TAX STATEMENTS TO
AND WHEN RECORDED MAIL TO:**

City of Roseville
316 Vernon Street, Suite 150
Roseville, CA 95678
Attn: Housing Program Manager

Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT ("Deed of Trust") is made this _____ day of _____, by Advocates for Mentally Ill Housing, Inc., a California nonprofit corporation ("Trustor"), to Placer Title Company, a California corporation, as trustee ("Trustee"), for the benefit of the CITY OF ROSEVILLE, a municipal corporation ("Beneficiary"). Trustor is sometimes referred to herein as "Transferee." Trustor is granting this Deed of Trust on Trustor's property located at 1112 William Way, Roseville, CA 95678 and APN 012-046-034-000 (the "Property") to provide collateral for, among other things, Beneficiary's financial assistance in the transfer of the Property to Trustor in connection with the acquisition and maintenance of one (1) single-family home to be used as transitional housing (the "Project"), to be governed by a Regulatory Agreement ("Regulatory Agreement") and the Regulatory Agreement executed by Beneficiary and Trustor, and to secure the promises made under said Regulatory Agreement. The one (1) single-family home shall be operated as Transitional Housing, as defined in the Regulatory Agreement. This Deed of Trust is being executed in order to secure Beneficiary's interest as a governmental agency in ensuring both that Community Development Block Grant (CDBG) funds granted for the acquisition of the Project are used in accordance with 2 CFR Part 200 regulations and CDBG Guidelines, maintaining the property for the purpose of affordable housing and that the Project is rehabilitated and operated in a manner that is consistent with the use of federal funds and public interest.

GRANT IN TRUST

1. **Grant.** Trustor, in consideration of the financial assistance referred to below, hereby irrevocably grants and conveys to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, all of Trustor's interest in the Property, more particularly described in the attached Exhibit A, and incorporated herein by this reference.

TOGETHER WITH all interest, estates, or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property; all buildings, structures, fixtures, improvements, signs, and landscaping now or hereafter erected or located on the Property, including all equipment and machinery used for supplying or distributing heating, cooling, electricity, gas, water, air, and light, all kitchen and laundry appliances such as washers, dryers, refrigerators, garbage disposals, ovens, ranges, dishwashers, all plumbing and bathroom fixtures, all security and access control equipment, fire prevention and extinguishment equipment, elevators, floor coverings, window coverings, paneling, cabinets, (provided, however, that Trustor shall have the right to remove, if necessary, such fixtures, furnishings, and

equipment for the purpose of replacement with similar items of the same quality performing the same functions, which replacements shall themselves become part of this grant); all building material and equipment either now or hereafter delivered to the Property and intended to be installed therein or any such material and equipment purchased with grant proceeds whether or not located on the Property; all reserves, accounts, deferred payments, and refunds relating to development on the Property; all rents and income generated by the property or improvements thereon; all leases, subleases and rental agreements covering the Property or any portion thereof now existing or hereafter entered into, and all interests of Trustor in security deposits, advance rentals, accounts, or payments of similar nature with respect to such leases, subleases, or rental agreements; all easements and rights-of-way appurtenant to the Property, including parking and recreational easements, and all interests of Trustor in any land lying within the right-of-way of any street, sidewalks, and areas of land adjacent to or used in connection with the Property; all development rights and credits, air rights, water rights, and oil, gas, or mineral rights with respect to the Property; all claims or demands with respect to insurance proceeds, and all awards made for a taking by eminent domain; all interests and rights in any private or government grants, subsidies, loans, or other financing with respect to development on the Property; all interests in personal property used in and about the Property (except furniture and other personal property of occupants of dwelling units on the Property); all intangible property and rights relating to the Property or operations on the Property, including trade names, goodwill, trademarks, and service marks; all government permits, approvals, and map rights related to construction on the Property; all architectural, structural, and mechanical plans, specifications, designs, studies, and data with respect to construction of improvements on the Property; all environmental tests, studies and reports with respect to the Property; all current and future claims and rights of action of Trustor against prior owners and operators of the Property, neighboring property owners and operators, tenants and former tenants, consultants, advisors, and other third parties with respect to environmental or Hazardous Materials contamination and cleanup of the Property under any federal, state, or local ordinances, statutes, regulations, or administrative decisions or common law.

All of the foregoing, together with the Property, is herein referred to as the "Security."

OBLIGATIONS SECURED

2. Trustor makes this grant for the purpose of securing the following obligations:

A. Performance of every obligation, condition, covenant, or agreement of Trustor contained in the Regulatory Agreement, including all modifications, extensions, and renewals of these obligations; and

B. Performance of any other obligation or repayment of any other indebtedness of Trustor or Transferee to Beneficiary, where such evidence of obligation or indebtedness specifically recites that it is secured by this Deed of Trust; and the Security, whether or not Beneficiary is a party to such agreements.

ABSOLUTE ASSIGNMENT OF RENTS AND RIGHT TO POSSESSION

3. **Assignment.** Trustor hereby assigns to Beneficiary: (a) all of the rents, revenues, profits, and income from the Security, any deposits now or hereafter in Trustor's possession which have been collected with respect to the Security, and any reserve or capital funds now or hereafter held by Trustor with respect to construction or operation of the Security (collectively, the "Rents"); and (b) the right to

enter, take possession of and manage the Security; provided however that Trustor shall have, before an Event of Default, the exclusive right to possess the Security and to collect Rents and use them in accordance with the Regulatory Agreement. This assignment is intended to be an absolute and present transfer of Trustor's interest in existing and future Rents, effective as of the date of this Deed of Trust.

4. **Enforcement.** Upon the happening of an Event of Default which has not been cured within sixty (60) calendar days, Beneficiary may, in addition to other rights and remedies permitted by the Regulatory Agreement, including this Deed of Trust, or applicable law: (a) enter upon, take possession of, and manage the Security, either in person as a mortgagee-in-possession, by agent, or by a receiver appointed by a court, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Security; (b) collect all Rents, including those past due and unpaid, and apply the same to pay for the costs and expenses of operation of the Security, including attorneys' fees, and pay off any indebtedness secured by this Deed of Trust, all in such order as Beneficiary may determine; and/or (c) enter upon and take possession of the Security, and complete construction of any improvements on the Security that Beneficiary, in its sole discretion, believes is appropriate. Beneficiary may make, cancel, enforce, and modify leases and rental agreements, obtain and evict tenants, set and modify rent terms, sue for rents due, enter into, modify, or terminate any contracts or agreements, or take any legal action, as it deems necessary with respect to the Rents or to development or operation of the Security in compliance with the Regulatory Agreement, provided that such actions are undertaken in full compliance with the provisions of the Regulatory Agreement, and State and Federal Law.

5. **Appointment of a Receiver.** In any action to enforce this assignment, Beneficiary may apply, at its discretion, for the appointment of a receiver to take possession of the Security and take whatever measures are necessary to preserve and manage the Security for the benefit of Beneficiary and the public interest. Trustor hereby consents to the appointment of a receiver. The receiver shall have all of the authority over the Security that Beneficiary would have if Beneficiary took possession of the Security under this assignment as mortgagee-in-possession, including the right to collect and apply Rents and the right to complete construction of improvements.

6. **No Waiver of Power of Sale.** The entering upon and taking possession of the Security and the collection of Rents shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or notice of default and, notwithstanding the continuance in possession of the Security or the collection and application of Rents, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon occurrence of any Event of Default, including the right to exercise the power of sale.

COMMERCIAL CODE SECURITY AGREEMENT

7. **Grant.** This Deed of Trust is intended to be a security agreement and financing statement pursuant to the California Commercial Code for any of the items specified above as part of the Security which under applicable law may be subject to a security interest pursuant to the Commercial Code, and Trustor hereby grants Beneficiary a security interest in said items. Beneficiary may file a copy of this Deed of Trust in the real estate records or other appropriate index as a financing statement for any of the items specified as part of the Security. Trustor shall execute and deliver to Beneficiary, at Beneficiary's request, any financing statements, as well as extensions, renewals, and amendments thereof, and copies of this instrument in such form as Beneficiary may require to perfect a security interest with respect to said items. Trustor shall pay all costs of filing such financing statements and shall pay all reasonable costs of any record searches for financing statements and releases. Without the prior written consent of

Beneficiary, Trustor shall not create or permit any other security interest in said items. This Deed of Trust constitutes a fixture filing under Sections 9313 and 9402(6) of the California Commercial Code. Trustor is the record owner in the Property.

8. **Remedies.** Upon Trustor's breach of any obligation or noncompliance with the Regulatory Agreement executed on _____, 201__, Beneficiary shall have the remedies of a secured party under the Commercial Code and at Beneficiary's option, may also invoke the remedies provided for elsewhere in this Deed of Trust with respect to said items. Beneficiary may proceed against the items of real property and personal property specified above, separately or together, and in any order whatsoever.

RIGHTS AND OBLIGATIONS OF TRUSTOR

9. **Performance of Secured Obligation.** Trustor shall perform each obligation secured by this Deed of Trust in a manner consistent with industry standards.

10. **Maintenance of the Security.** Trustor shall, at the Trustor's own expense, maintain, and preserve the Security or cause the Security to be maintained and preserved in good condition, in good repair, and in a decent, safe, sanitary, habitable, and tenantable condition. Trustor shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitude as they pertain to improvements, alterations, maintenance or demolition of the Security. Trustor shall not commit or permit waste on or to the Security. Trustor shall not abandon the Security. Beneficiary shall have no responsibility over maintenance of the Security. In the event Trustor fails to maintain the Security in accordance with the standards in this Deed of Trust or the Regulatory Agreement, Beneficiary, after at least thirty (30) calendar days prior notice to Trustor, may, but shall be under no obligation to, make such repairs or replacements as are necessary and provide for payment thereof. Any amount so advanced by Beneficiary, together with interest at a rate of ten (10) percent per annum thereon from the date of such advance (unless payment of such an interest rate would be contrary to applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

11. **Inspection of the Security.** Trustor shall permit Beneficiary to enter and inspect the Security for compliance with these obligations upon a reasonable advance notice of such visit by Beneficiary to Trustor or Trustor's management agent.

12. **Liens, Encumbrances, and Charges.** Trustor shall discharge any lien or encumbrance not approved by Trustor in writing that may attain priority over this Deed of Trust, as provided for in the Regulatory Agreement.

13. **Defense and Notice of Claims and Actions.** Trustor shall appear in, indemnify and defend, at its own expense, any action or proceeding purporting to affect the Security and/or the rights of Beneficiary. Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, and of any condemnation offer or action with respect to the Security.

14. **Suits to Protect the Security.** Beneficiary shall have power to institute and maintain such suits and proceedings as it may deem expedient: (a) to prevent any impairment of the Security or the rights of Beneficiary; (b) to preserve or protect its interest in the Security and in the Rents; and (c) to restrain the enforcement of or compliance with any governmental legislation, regulation, or order, if the

enforcement of or compliance with such legislation, regulation, or order would impair the Security or be prejudicial to the interest of Beneficiary.

15. **Damage to Security.** Trustor shall give Beneficiary and Trustee prompt notice in writing of any damage to the Security. If any building or improvements erected on the Property is damaged or destroyed, Trustor shall, at its own cost, repair or restore said buildings and improvements consistent with the original plans and specifications. Such work shall be commenced within thirty (30) calendar days or up to one hundred (180) days with the written approval of City after the damage or loss occurs and shall be completed no later than three hundred sixty (360) calendar days thereafter. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, Trustor shall make up the deficiency.

16. **Title.** Trustor warrants that upon or contemporaneously with funding of the grant and the sale of the Property to Trustor, Trustor lawfully has legal title to the Security without any limitation on the right to encumber.

17. **Granting of Easements.** Trustor may not grant easements, licenses, rights-of-way or other rights in the nature of easements with respect to the Security, without the prior written approval of Beneficiary, except those needed for installation and maintenance of roadways, landscape corridors and utilities including water, gas, electricity, sewer, cable television, telephone, or those required by law, which may be granted by Trustor without the approval of Beneficiary.

18. **Taxes and Levies.** Trustor shall pay prior to delinquency, all taxes, fees, assessments, charges, and levies imposed by any public authority or utility company which are, or may become, a lien affecting the Security. However, Trustor shall not be required to pay any tax, assessment, charge, or levy as long as: (a) the legality thereof shall be promptly and actively contested in good faith and by the appropriate proceedings; and (b) Trustor maintains reserves adequate to pay any contested liabilities. In the event that Trustor fails to pay any of the foregoing items, Beneficiary may, but shall be under no obligation to, pay the same, after Beneficiary has notified Trustor of such failure to pay and Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the rate of interest of ten (10) percent per annum (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

19. **Insurance.** Trustor shall provide such insurance as required under the the Regulatory Agreement. In the event Trustor fails to maintain the full insurance coverage required by this Deed of Trust, Beneficiary, after at least seven (7) business days' prior notice to Trustor, may, but shall be under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the rate of interest of ten (10) percent per annum (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

20. **Definitions of Environmental Terms.** For the purposes of this Deed of Trust, the following terms shall have the following meanings:

A. **Environmental Damages** means all claims, judgments, damages (including without limitation, punitive damages), losses, penalties, fines, liabilities (including strict liability),

encumbrances, liens, costs and expenses of investigation and defense of any claim, whether or not such is ultimately defeated, and of any settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are actually incurred by City or Trustee at any time as a result of the existence of any Hazardous Material upon, about, or beneath the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of Environmental Requirements pertaining to the Property regardless of whether the existence of such Hazardous Materials or the violation of Environmental Requirements arose prior to the present ownership or operation of the Property, and including, without limitation:

i. Damages for personal injury, or injury to Property or natural resources occurring upon or off of the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on Property, interest and penalties including but not limited to claims brought by or on behalf of employees of Trustor, with respect to which Trustor waives, for the benefit of City only, any immunity to which it may be entitled under any industrial or worker's compensation laws;

ii. To the extent that the items of Environmental Damages described elsewhere in this subsection A have not yet been incurred as of the time of payment by Trustor of a claim by City under this subsection A, diminution in the value of the Property (to the extent such diminution results in the City being under-secured);

iii. Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation, cleanup or remediation of such Hazardous Materials or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remedial, removal, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the Property or any other real property or otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs and expenses incurred in enforcing the Regulatory Agreement or collecting any sums due hereunder; and

iv. Liability to any person or entity to indemnify such person or entity for costs expended in connection with the items referenced in subsection iii hereof.

B. **Environmental Requirements** means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar items, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

i. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment,

storage, disposal, transport or handling of Hazardous Materials, pollutants, contaminants or hazardous or toxic substances, materials, or wastes, whether solid, liquid or gaseous in nature; and

ii. All requirements pertaining to the protection of the health and safety of employees or the public.

C. **Hazardous Materials** means any substance:

i. The presence of which requires investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action or policy; or

ii. Which is or becomes defined as a “hazardous waste” or “hazardous substance” or “pollutant” or “contaminant” under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. Section 9601 et seq. or the Resource Conservation and Recovery Act (CRCRA) (42 U.S.C. Section 6901 et seq.); or

iii. Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States, or any political subdivision thereof; or

iv. The presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the Property or to the health or safety of persons on or about the Property; or

v. Which contains volatile organic compounds such as gasoline, diesel fuel or other petroleum hydrocarbons; or

vi. Which contains polychlorinated biphenyls (PCBs) or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

vii. Radon gas.

21. **Environmental Covenants.** Trustor shall at all times comply with the following requirements:

A. **No Use, Disposal or Storage.** Trustor shall not cause, permit or suffer any Hazardous Material (as defined in Section 20) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Property or any portion thereof by Trustor, its agents, employees, contractors, invitees, tenants, or any other person, except to the extent commonly used in the day to day construction or operation of the Property and then only so long as in compliance with all Environmental Requirements including these requirements (as defined in Section 20).

B. **Compliance with Environmental Requirements.** Trustor shall not cause, permit or suffer the existence or the commission by Trustor, its agents, employees, or contractors of a violation of any Environmental Requirements upon, about or beneath the Property or any portion thereof and Trustor shall use its best efforts to prevent any such violation of any Environmental Requirements by any

invitees, tenants or any other person. Trustor shall notify City in writing of any release of Hazardous Materials at, on, under or within the Property in violation of any Environmental Requirements, or of the presence of Hazardous Materials at the Property in violation of any Environmental Requirements, promptly upon discovery of such release or presence.

C. **Environmental Liens.** Trustor shall not create or suffer to exist with respect to the Property, or permit any of its agents to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to Section 107(f) of the Superfund Amendments and Reauthorization Act (SARA) of 1986 (42 U.S.C. Section 9607(1)) or any similar state statute, and Trustor shall use its best efforts to prevent the creation of any such lien, security interest, charge or encumbrance by any of its tenants and shall not permit any of such tenants to suffer to exist any of such items.

D. **Mitigation.** Notwithstanding the obligation of Trustor to indemnify pursuant to Section 23, Trustor shall, at its sole cost and expense, promptly take all actions required by any federal, state or local governmental agency or political subdivision or reasonably necessary to mitigate Environmental Damages (as defined in Section 20.A) and to allow full economic use of the Property (using the use of the Property as a multi-family housing complex, subject to the terms of the Regulatory Agreement, as the standard for such full economic use), which requirements of necessity arise from the presence upon, about or beneath the Property, of a Hazardous Material or a violation of Environmental Requirements. Such actions, which, except when required by any federal, state or local government agency or political subdivision, Trustor shall be required to take only when reasonable, shall include, but not be limited to, the investigation of the environmental condition of the Property, the preparation of and feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or restoration work, whether on or off of the Property. Trustor shall take all actions necessary to restore the Property to the condition existing prior to the introduction of Hazardous Material(s) upon, about or beneath the Property, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. Trustor shall proceed continuously and diligently with such investigatory and remedial actions, provided that in all cases such actions shall be in accordance with all applicable requirements of governmental entities. Any such actions shall be performed in a good, safe and workmanlike manner and shall minimize any impact on the business conducted at the Property. Trustor shall pay all costs in connection with such investigatory and remedial activities, including but not limited to all power and utility costs, and any and all taxes or fees that may be applicable to such activities. Trustor shall promptly provide to City copies of testing results and reports that are generated in connection with the above activities. Promptly upon completion of such investigation and remediation, Trustor shall permanently seal or cap all monitoring wells and test holes to industrial standards in compliance with applicable federal, state and local laws and regulations, remove all associated equipment, and restore the Property to the maximum extent possible, which shall include, without limitation, the repair of any surface damage, including paving, caused by such investigation or remediation hereunder.

E. **Notice of Environmental Risks.** If Trustor shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Requirements, or liability of Trustor for Environmental Damages in connection with the Property or past or present activities of any person thereon, or that any information supplied to City is not or is no longer accurate in any material respect, including but not limited to notice or other communication concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction, relating to same, and

including without limitation any notice or other communication from any tenant, then Trustor shall deliver to City, within ten (10) calendar days of the receipt of such notice or communication by Trustor, a written description of said violation, liability, correcting information or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not be deemed to create any obligation on the part of City to defend or otherwise respond to any such notification.

F. **Notice of Test Results.** Trustor shall promptly provide to City the results of any tests and copies of all registration permits regarding any underground storage tanks located on the Property and Trustor shall comply with the same.

G. **Right to Enter and Inspect.** In the event City reasonably believes that there has been a release or threatened release of a Hazardous Material on the Property, or a breach of an Environmental Requirement or in the event of any default under this Deed of Trust, City shall have the right in its sole and absolute discretion, but not the duty, to enter upon the Property at any reasonable time, at the expense of Trustor, to conduct an inspection of the Property including invasive tests and the activities conducted thereon to determine compliance with all Environmental Requirements and the existence of any Environmental damages as a result of the condition of the Property or any surrounding properties and activities thereon. Trustor hereby grants to City, and the agents, employees, consultants and contractors of City, the right to enter upon the Property and to perform such tests on the Property as are necessary to conduct such reviews and investigations in accordance with the preceding sentence. City shall use its best efforts to minimize interference with the business of Trustor and to restore the condition of the Property, but City shall not be liable for any interference caused thereby or failure to restore if City determines in its sole discretion that it is not economically practicable.

H. **Reimbursement of City.** In the event of any default under the Regulatory Agreement or this Deed of Trust, Trustor shall promptly reimburse City for any environmental studies or tests which City deems necessary to ascertain the presence and/or level of any Hazardous Materials on the Property.

22. **Environmental Representations.** Trustor hereby represents and warrants as of the date hereof as follows:

A. **Handling of Hazardous Materials.** Neither Trustor nor, to the best knowledge of Trustor, any previous trustor, tenant, occupant or user of the Property, nor any other person, has engaged in or permitted any operations or activities upon, or any use or occupancy of the Property, or any portion thereof, for the purpose of or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping or disposal of any Hazardous Materials (whether legal or illegal, accidental or intentional) on, under, in or about the Property, except to the extent commonly used in the day to day operation of the Property and then only as long as in compliance with all Environmental Requirements, or transported any Hazardous Materials to, from or across the Property, nor to the best knowledge of Trustor are any Hazardous Materials presently constructed, deposited, stored, or otherwise located on, under, in or about the Property, nor to the best knowledge of Trustor have any Hazardous Materials migrated from the Property upon or beneath other properties, nor to the best knowledge of Trustor have any Hazardous Materials migrated from other properties upon, about or beneath the Property except as set forth in the Phase I Environmental Report (or any other environmental report) provided to the City.

B. **Compliance with Environmental Requirements.** Existing uses and activities on the Property, including but not limited to the use, maintenance and operation of the Property, and all activities and conduct of business related thereto, comply with all Environmental Requirements, and no activity on the Property constitutes a nuisance or a tortious condition with respect to any third party.

C. **Permits and Authorizations.** Trustor has obtained any or all permits, licenses and other authorizations which may be required under all Environmental Requirements, including laws relating to emissions, discharges, releases or threatened releases of Hazardous Material into the environment (including ambient air, surface water, ground water or land) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Material. Trustor is in compliance with all terms and conditions of any required permits, licenses and authorizations, and is also in compliance with all other Environmental Requirements.

D. **Notice of Claims or Liability.** Neither Trustor nor, to the best knowledge of Trustor, any prior trustor, occupant or user of the Property has received notice or other communication concerning any alleged violation of Environmental Requirements, or notice or other communication concerning alleged liability for Environmental Damages in connection with the Property, and, to the best knowledge of Trustor after due inquiry, there exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation, pending or threatened, relating to the ownership, use, maintenance or operation of the Property by any person or entity, or from any alleged violation of Environmental Requirements, or from any suspected presence of Hazardous Material thereon, nor, to the best knowledge of Trustor after due inquiry, does there exist any basis for such lawsuit, claim, proceeding, citation, directive, summons or investigation being instituted or filed.

E. **PCBs and Other Materials Disclosed in Questionnaire.** To the best knowledge of Trustor, there is not constructed, placed, deposited, stored, disposed of nor located on the Property any polychlorinated biphenyls (PCBs) nor transformers, capacitors, ballasts, or other equipment which contains dielectric fluid containing PCBs, or any asbestos or asbestos-containing materials or any insulating material containing urea formaldehyde or any radon gas. To the best knowledge of Trustor, except as has been disclosed to City in writing, no underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells are or have been located on the Property.

F. The above representations and warranties contained in this Section shall survive the termination and release of this Deed of Trust and the discharge of Trustor's other obligations hereunder.

23. **Environmental Indemnity.** Trustor agrees to indemnify, reimburse, defend, exonerate, pay and hold harmless (a) City, its affiliates and their respective successors and assigns who acquire all or any portion of the Regulatory Agreement secured by this Deed of Trust or the Property in any manner, including but not limited to, purchase at a foreclosure sale, acceptance of a deed in lieu thereof or otherwise through the exercise of the rights and remedies of City under this Deed of Trust and (b) the directors, officers, shareholders, employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, mortgagees, trustees, and invitees of City and such other persons or entities, from and against any and all Environmental Damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property prior to or during Trustor's use or ownership of the Property, or arising in any manner whatsoever out of the violation of any Environmental Requirements pertaining to the Property and the activities thereon, or the breach of

any warranty or covenant or the inaccuracy of any representation of Trustor contained in this Deed of Trust unless and to the extent such Environmental Damages exist solely as a result of the gross negligence or willful misconduct of the otherwise indemnified person. This obligation shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings (with counsel chosen by Trustor and reasonably approved by the indemnified parties), even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against such indemnified persons.

24. **Environmental Remedies Cumulative.** Notwithstanding anything to the contrary in this Deed of Trust, the rights of City and the obligations of Trustor created under the foregoing Sections 20, 21, 22, and 23 shall be in addition to those other rights and obligations, respectively, created or imposed by statutory, common or case law.

25. **Condemnation.** All judgments, awards of damages, settlements, and compensation made in connection with or in lieu of taking any part of or interest in the Security under assertion of the power of eminent domain ("Funds") are hereby assigned to and shall be paid to Beneficiary. Beneficiary is authorized (but not required) to receive any funds and is authorized to apply any such Funds to any indebtedness or obligation secured hereby, in such order and manner as Beneficiary determines. Any part of the Funds may be released to Trustor upon such conditions as Beneficiary may impose for its disposition. Application or release of any Funds shall not cure or waive any default under this Deed of Trust.

26. **Acceleration on Transfer of Security.** In the event that Trustor, without the prior written consent of Beneficiary, sells, agrees to sell, transfers, or conveys its interest in the Security or any part thereof, Beneficiary may at its option declare the Regulatory Agreement secured by this Deed of Trust to be in default, with remedies immediately due and payable.

27. **Reconveyance by Trustee.** This Deed of Trust is intended to continue for the entire term of the Regulatory Agreement. Upon written request of Beneficiary stating that all requirements secured by this Deed of Trust have been fulfilled and all other obligations cured by this Deed of Trust have been discharged, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

DEFAULT AND REMEDIES

28. **Events of Default.** Any of the events listed in the Regulatory Agreement as an Event of Default shall also constitute an Event of Default under this Deed of Trust, including, but not limited to, (a) Trustor's failure to observe or to perform any of its covenants, agreements, or obligations under this Deed of Trust or the Regulatory Agreement (after expiration of applicable cure periods); or (b) Trustor's failure to perform any of its other covenants, agreements, or obligations under any other agreement with respect to the Project or the Security, whether or not Beneficiary is a party to such agreement.

29. **Beneficiary's Remedies.** Upon the happening of an Event of Default which has not been cured within the times and in the manner provided in this Deed of Trust or the Regulatory Agreement, Beneficiary may, in addition to other rights and remedies permitted by the Regulatory Agreement or applicable law, proceed with any of the following remedies:

A. Enforce the assignment of rents and right to possession, as provided for in this Deed of Trust, and/or seek appointment of a receiver to take over possession of the Security and collect rents;

B. Enter the Security and take any actions necessary in its judgment to complete construction on the Security as permitted under assignment of rents and right to possession in this Deed of Trust, either in person or through a receiver appointed by a court;

C. (This section intentionally left blank);

D. Commence an action to foreclose this Deed of Trust pursuant to California Code of Civil Procedure sections 725a, et seq., and/or seek appointment of a receiver from a court of competent jurisdiction with the authority to protect Beneficiary's interests in the Security, including the authority to complete construction of improvements;

E. Deliver to Trustee a written declaration of Default and demand for sale, and a written Notice of Default and election to cause Trustor's interest in the Security to be sold, which notice Trustee or Beneficiary shall duly file for record in the official records of Placer County, and exercise its power of sale as provided for below; or

F. Pursue any other rights and remedies allowed at law or in equity.

30. **Foreclosure by Power of Sale.** Should Beneficiary elect to foreclose by exercise of the power of sale contained in this Deed of Trust, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust, and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in the notice of Sale. The sale of the Security shall be as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by Trustor, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to the purchaser its deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee, or Beneficiary, may purchase at the sale.

Trustee may postpone sale of the Security by public announcement at such time and place of sale, and from time to time may postpone the sale by public announcement at the time and place fixed by the preceding postponement or may, in its discretion, give a new Notice of Sale.

After deducting all reasonable costs and fees of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale as follows: (a) first, to payment of all sums then secured by this Deed of Trust, including financial defaults under the Regulatory Agreement, in such order and amounts as Beneficiary in its sole discretion determines; and (b) the remainder, if any, to the person or persons legally entitled thereto.

31. **Remedies Cumulative.** No right, power, or remedy conferred upon Beneficiary by this Deed of Trust is intended to be exclusive of any other rights, powers, or remedies, but each such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder or existing at law or in equity.

GENERAL PROVISIONS

32. **Governing Law.** This Deed of Trust shall be interpreted under and governed by the laws of the State of California, except for those provisions preempted by federal law. However, the laws of the State of California shall not be applied to the extent that they would require or allow the court to use the laws of another state or jurisdiction. Transferee agrees that all actions or proceedings arising in connection with this Deed of Trust shall be tried and litigated only in the Superior Court in and for the County of Placer.

33. **Attorneys' Fees and Costs.** In the event of any Event of Default, or any legal or administrative action is commenced to interpret or enforce the terms of this Deed of Trust, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action. Any such amounts paid by Beneficiary, if it is the prevailing party, shall be added to the indebtedness secured by the lien of this Deed of Trust.

34. **Statement of Obligation.** Beneficiary may collect a fee not to exceed the maximum allowable under applicable law for furnishing a statement of obligations as provided in the California Civil Code.

35. **Time.** Time is of the essence in this Deed of Trust.

36. **Notices, Demands, and Communications.** Formal notices, demands, and communications between Trustor and Beneficiary shall be given by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Trustor and Beneficiary as follows, or if any such office is relocated, to the new address specified by the relocated party:

BENEFICIARY:	ATTN: Economic Development Director City of Roseville 316 Vernon Street, Suite 150 Roseville, CA 95678
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WITH COPY TO:	ATTN: City Attorney City of Roseville 316 Vernon Street, Suite 150 Roseville, CA 95678
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TRANSFEREE/TRUSTOR:	ATTN: Executive Director Advocates for Mentally Ill Housing, Inc. PO Box 5216 Auburn, CA 95604
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If the recipient refuses or rejects delivery, notice is deemed complete as of the date on which the Notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or such express courier service.

37. **Binding Upon Successors.** All provisions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of Trustor, Trustee, and Beneficiary.

38. **Waiver.** Any waiver by Beneficiary of any obligation of Trustor in this Deed of Trust must be in writing. No waiver shall be implied from any delay or failure by Beneficiary to take action on any breach or default of Trustor or to pursue any remedy allowed under this Deed of Trust or applicable law. Any extension of time granted to Trustor to perform any obligation under this Deed of Trust shall not operate as a waiver or release from any of its obligations under this Deed of Trust. Consent by Beneficiary to any act or omission by Trustor shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's written consent to future waivers.

39. **Amendments and Modifications.** Any amendments or modifications to this Deed of Trust must be in writing, and shall be made only if agreed upon by Trustor and Beneficiary.

40. **[Intentionally left blank]**

41. **Regulatory Agreement Controls.** If there is any contradiction between this instrument and the Regulatory Agreement, the terms of the Regulatory Agreement shall control, except that Trustor shall have no defense or claim that this instrument does not establish a valid lien on the Property or the Security.

42. **Definitions.** Capitalized terms not otherwise defined in this Deed of Trust shall have the same meaning as defined in the Regulatory Agreement.

43. **Proofs of Claim.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, recomposition, or other proceedings affecting Trustor, its creditors or its property, Trustee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.

44. **Severability.** Every provision of this Deed of Trust is intended to be severable. If any provision of this Deed of Trust is declared to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt or the Security, the unsecured or partially secured portion of the debt and all payments made on the debt (whether voluntary or under foreclosure or other enforcement action or procedure) shall be considered to have been first applied to the payment of that portion of the debt which is not secured by the lien of this Deed of Trust.

45. **Substitution of Trustees.** Beneficiary may, from time to time, appoint another trustee to act in the place of Trustee or any successor. Upon such appointment and without conveyance, the successor trustee shall be vested with all title, powers, and duties conferred upon Trustee. Each such appointment and substitution, shall be made by a written instrument executed by Beneficiary containing

reference to this Deed of Trust and its place of record, which, when duly recorded in the Placer County Office of the Recorder shall be conclusive proof of proper appointment of the successor trustee.

46. **Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Except as otherwise provided by law, Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

47. **Counterparts.** This Deed of Trust and all other agreements executed pursuant to this Agreement may be executed in counterpart originals, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

48. **Lender's Signatory Authority.** Any provision of the Regulatory Agreement and this Deed of Trust, requiring the signature, consent, authorizing waiver, and/or approval of the Beneficiary/City shall mean the signature of the City Manager or his/her designee.

49. **Agreement and Acknowledgement of Contract.** Trustor and Beneficiary acknowledge and agree that this Deed of Trust has been negotiated at arm's length, that each party has been represented by independent counsel and/or has had an opportunity to consult with and be represented by independent counsel, that this Deed of Trust is deemed to be drafted by both parties, that no one party shall be construed as the drafter of this Deed of Trust, and that any rule of construction that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Deed of Trust.

50. **Authority.** The person(s) signing this Deed of Trust hereby represents and warrants that he/she is fully authorized to sign this Deed of Trust on behalf of their respective party and to legally bind such party to the performance of its obligations hereunder.

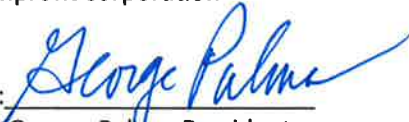
51. **Nonrecourse.** The obligations of Trustor under this Deed of Trust are limited in the manner and to the extent provided in the Regulatory Agreement and this Deed of Trust.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first above written.

TRUSTOR:

Advocates for Mentally Ill Housing, Inc., a California
nonprofit corporation

By: 
George Palma, President

Approved as to form:

By: 
Jennifer Price, Executive Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

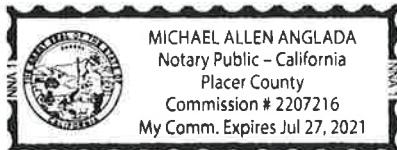
CIVIL CODE§ 1189

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

State of California)
County of Placer)

On 11/15/17 before me, Michael Allen Anglada, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared George Arthur Palma,
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

[Signature]
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE§ 1189**

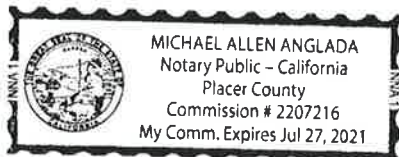
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On 11/15/17 before me, Michael Allen Anglada, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jennifer Price,
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

EXHIBIT A
Legal Description of Property

Real property in the City of Roseville, Placer County, State of California, described as follows:

LOT 51, AS SHOWN AND DESIGNATED ON THAT MAP ENTITLED "PORTER ESTATES UNIT NO. 2", FIELD IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, ON APRIL 27, 1972, IN BOOK "J" OF MAPS, AT PAGE 52.

APN: 012-046-034-000



COUNCIL COMMUNICATION

CC #: 9067

File #: 0103-03-02

Title: Housing Authority/City Council - Housing Authority and Division Signing Authorities

Contact: Danielle Foster 916-774-5446 dfoster@roseville.ca.us
Chris Robles 916-774-5421 crobles@roseville.ca.us

Meeting Date: 2/21/2018

Item #: 6.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the Housing Authority Board adopts the attached resolution, repealing Resolution No. 5-16 and updating the applicable officers and employees of the Authority for purposes of defining responsibilities, authorizations, and requirements in the reporting of conflicts of interest pursuant to the Political Reform Act.

Staff also recommends that the City Council adopt the attached resolution, repealing Resolution No. 16-471 and authorizing the City Manager's delegation of the City's Authorized Representative role to the Housing Manager for purposes of administering state and federal housing and neighborhood programs, including but not limited to Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Building Equity and Growth in Neighborhoods (BEGIN), and CalHOME.

BACKGROUND

A few years ago, the City's Housing Authority and Housing Division were placed within a newly formed Economic Development Department in the City. During this same period there were staff retirements and resulting staffing restructuring within both the Housing Authority and City Housing Division, leading to changes in necessary position authorizations. Today the Housing Authority and Housing Division are led by the Economic Development Director and, at the next level down, the Housing Manager. With the upcoming retirement of the current Economic Development Director and the relocation of housing offices from 311 to 316 Vernon Street, the Housing Division is reassessing current processes and working to streamline them more. In an effort to further increase efficiencies in the administration of city housing and Housing Authority programs and their processes, it is recommended that the City Manager signing authorities be assigned to Economic Development and Housing, more particularly the Housing Manager. These changes will significantly improve efficiencies in processing of regular program documents including: federal environmental reviews for CDBG-assisted services and projects, grant contracts with state and federal agencies and funding recipients, annual monitoring reports to the state and federal governments, etc. This delegation of authorities will not change the standard processes for City Council/Housing Authority Board direction and approval regarding the use of state and federal

funding sources.

To accomplish this change for the Housing Authority, staff recommends that the following staff be designated as the Members of the Housing Authority of the City of Roseville, as shown in Exhibit "A" of resolution 2-94:

Executive Director- Housing Manager (updated)

Assistant Director- Administrative Analyst (updated)

Deputy Director- Housing Analyst - Housing Choice Voucher (updated)

General Counsel- City Attorney (no change)

Finance Officer- Finance Director (no change)

These changes both update the Housing Authority resolution to reflect the current staffing of the Housing Authority and delegate responsibilities to increase efficiencies. To accomplish the changes outlined above for the City Housing Division, staff is recommending adoption of the attached City Council resolution to authorize the City Manager's delegation of responsibilities as the authorized official to the City's Housing Manager. These changes will support timely completion of required program start-up and monitoring documents each year, reducing impacts on the City Manager's time and Department Head's time, as well as other staff time in processing standard work flow documents. These modifications will assist both the Housing Authority and Housing Division staff in being even more responsive to client, non-profit, state, and federal requests and deadlines, aiding in the success of the Housing Authority and Division.

FISCAL IMPACT

This does not result in any use or impact to the General Fund. Conversely, increased efficiencies and streamlining that will result from the recommended actions are expected to reduce staff time and related expenses.

ECONOMIC DEVELOPMENT / JOBS CREATED

The state and federal grant funds brought into the City through housing and low/moderate neighborhood programs creates local jobs. Estimates of total employment created can be based on expenditure data consistent with guidance from the Council of Economic Advisors (CEA), a three-member council that analyzes and interprets economic developments and advises the President of the United States on national economic policy.

Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending. Using this estimate and the housing division's average of approximately \$6,000,000 in program funds disbursed into the community each year, there is a yield of approximately 65 job years each year through the division's work.

ENVIRONMENTAL REVIEW

These actions are not subject to environmental review. Projects and programs awarded grant funding receive the necessary environmental review individually.

Respectfully Submitted,

Danielle Foster, Housing Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Housing Authority Resolution No. 1-18

Resolution No. 18-63

HOUSING AUTHORITY OF THE CITY OF ROSEVILLE

RESOLUTION NO. 1-18

REVIEWING A CONFLICT OF INTEREST CODE, REPEALING RESOLUTION 5-16 AND
UPDATING HOUSING AUTHORITY MEMBERS

WHEREAS, the Political Reform Act of 1974, requires that each agency subject to the Act, including the Housing Authority of the City of Roseville, adopt a local Conflict of Interest Code; and

WHEREAS, by Resolution 5-16, the Housing Authority previously adopted the standard Model Conflict of Interest Code of the Fair Political Practices Commission pursuant to Government Code §87300; and

WHEREAS, the Housing Authority desires to repeal the previous resolution and to amend its list of designated employees as follows:

Executive Director – Housing Manager
Assistant Director – Administrative Analyst
Deputy Director – Housing Analyst (Housing Choice Voucher)
General Counsel – City Attorney
Finance Officer – Finance Director

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the City of Roseville that Resolution 5-16 is hereby repealed; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Housing Authority of the City of Roseville, hereby re-adopts the Model Conflict of Interest Code of the Fair Political Practices Commission; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Housing Authority of the City of Roseville does hereby approve the amended Roseville Housing Authority employees.

PASSED AND ADOPTED by the Housing Authority of the City of Roseville this __ day of _____, 20__, by the following vote on roll call:

AYES AUTHORITY MEMBERS:

NOES AUTHORITY MEMBERS:

ABSENT AUTHORITY MEMBERS:

CHAIR

ATTEST:

Secretary

RESOLUTION NO. 18-63

DELEGATING AUTHORIZED REPRESENTATIVE ROLE TO THE HOUSING MANAGER

WHEREAS, by Resolution 16-471, the City Council previously delegated an authorized representative role to the Economic Development Director for purposes of administering state and federal housing and neighborhood programs; and

WHEREAS, delegation of City Manager authority as the authorized representative with respect to administering state and federal housing and neighborhoods programs to the Housing Manager will increase efficiency and reduce staff time expended in day to day activities and operations of the Housing Authority and Housing Division and allow staff to be even more responsive to client, non-profit, state, federal requests and deadlines in regard to, but not limited to, Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Building Equity and Growth in Neighborhoods (BEGIN), and CalHOME; and

WHEREAS, among other things, such delegation will eliminate the City Manager's need to sign or approve the following types of regular program documents, including but not limited to: federal environmental reviews for CDBG-assisted services and projects, grant contracts with state and federal agencies and funding recipients, and annual monitoring reports to state and federal governments; and

WHEREAS, the Housing Manager, in performing the role of authorized representative, will be required to comply with all applicable City policies, ordinances, rules and regulations; and

WHEREAS, the Housing Manager may be authorized to sign agreements and documents in furtherance of the above mentioned activities, provided that:

- The agreement or form agreement and its scope have been discussed with the City Manager
- The agreement is within the scope of the programs and activities stated above
- Any related budget adjustment has been approved by the City Council
- Liability has been reviewed by Risk Management and the City Attorney
- The agreement has been reviewed and approved by the City Attorney

WHEREAS, to assist in implementation of the delegation of the authorized representative role the following City staff are hereby designated as staff of the Roseville Housing Authority in the following capacities:

- Executive Director – Housing Manager (updated)
- Assistant Director – Administrative Analyst (updated)
- Deputy Director – Housing Analyst – Housing Choice Voucher (updated)
- General Counsel – City Attorney (no change)
- Finance Officer – Finance Director (no change)

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that Resolution 16-471 is hereby repealed; and

BE IT FURTHER RESOLVED by the Council of the City of Roseville that it authorizes the City Manager to delegate the authorized representative role for administering state and federal housing and neighborhood programs to the Housing Manager and in accordance with the above recitals; and

BE IT FURTHER RESOLVED that the City Manager, in his or her sole discretion, may suspend or revoke the delegation of authorized representative at any time, with or without cause.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9054

File #: 0900-04 & 0201-01

Title:	Emergency Vehicle Access Road - Phillip Road to Westbrook Boulevard - Budget Adjustment
Contact:	H. Naghibzadeh 916-746-1300 hnaghibzadeh@roseville.ca.us

Meeting Date: 2/21/2018

Item #: 6.17.

RECOMMENDATION TO COUNCIL

Staff recommends the Council adopt the attached budget adjustment in the amount of \$30,000.00 in Strategic Improvement Funds to construct a temporary emergency vehicle access connecting Phillip road to Westbrook Boulevard.

BACKGROUND

At the January 10, 2018 Council meeting, Council directed staff to bring back a budget adjustment to fund construction of a temporary Emergency Vehicle Access (EVA) connection in the West Roseville Specific Plan between Phillip Road and Westbrook Boulevard (see attached exhibit). The EVA will be used primarily by the City's Fire Department temporarily until the next segment of Blue Oaks Boulevard extending to the west is constructed. It is anticipated that the extension of Blue Oaks Boulevard will be constructed by private development within the next few years.

The scope of temporary improvements for the EVA consists of grading and placement of aggregate base to support the weight of a fire truck. Public Works staff will meet with the Fire Department staff to identify the most effective way of inhibiting public use of the EVA. The EVA will be installed by the City's Street Division in the spring of this year when the weather warms up and the ground has thoroughly dried out.

FISCAL IMPACT

This project is funded with \$30,000 in Strategic Improvement Funds. No General Funds will be used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

There will be no new job created as a result of the proposed work. The work will be done by our Street Division crew.

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 proposed budget adjustment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Hossein Naghibzadeh, Associate Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

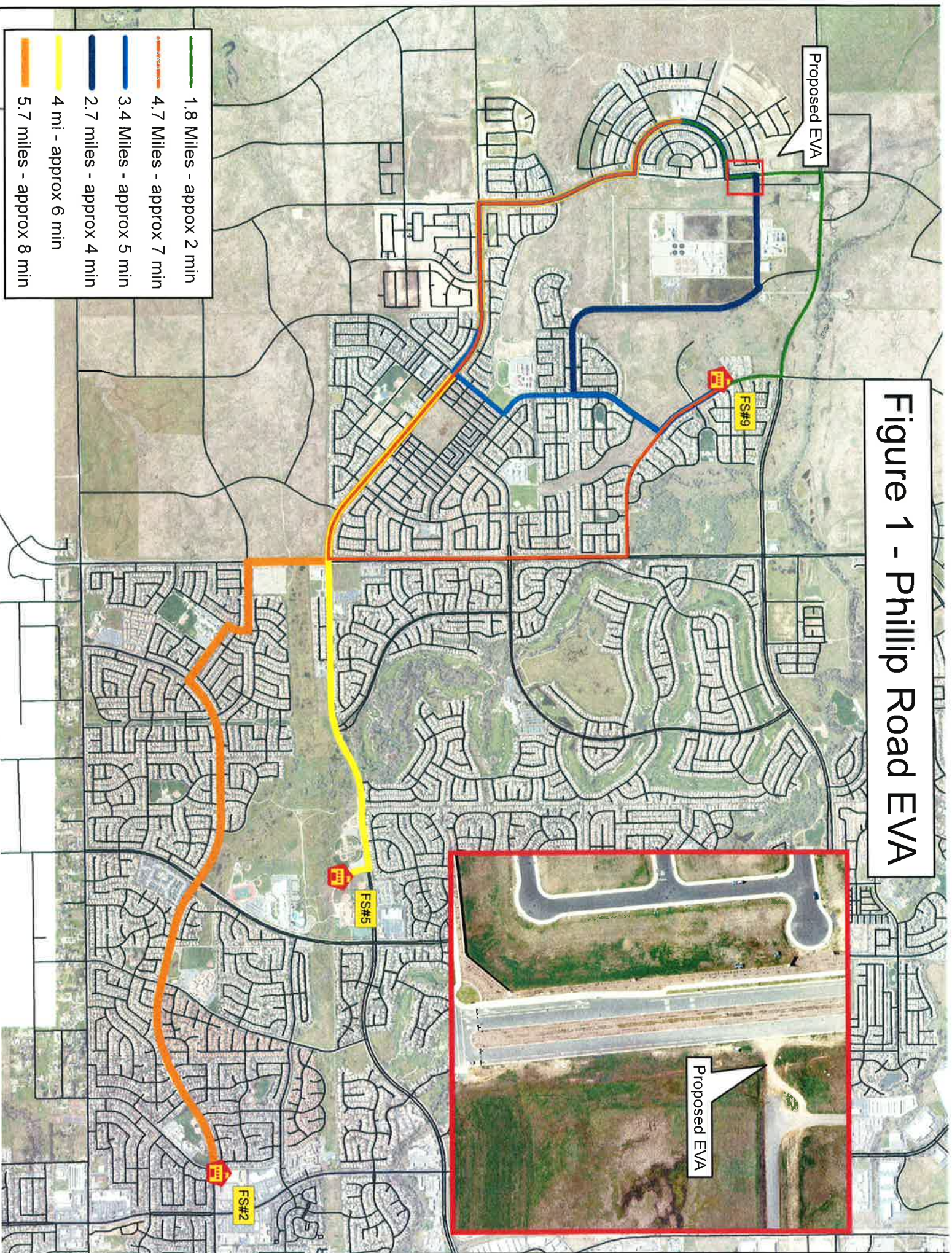
Description

Project Map

Ordinance No. 5935

Budget Adjustment

Figure 1 - Phillip Road EVA



ORDINANCE NO. 5935

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Phillip Road to Westbrook Boulevard Emergency Vehicle Access Road project per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling \$30,000.00.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Hossein Naghibzadeh

DEPARTMENT/DIVISION*: Public Works

FISCAL YEAR/EFFECTIVE DATE*: FY2018

PROPOSED COUNCIL DATE (if applicable): 02/21/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
30,000	01010	6130	110			Temporary Emergency Vehicle Access in WRSP
\$ 30,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
30,000			110			Strategic Improvement Fund - available resources
\$ 30,000	TOTAL					

FINANCE USE	Approved:	<i>Nancy Toxilisberger</i>	<i>1/30/18</i>	<i>DeW. H.</i>	<i>1/30/18</i>
	BUDGET MANAGER/DESIGNEE	DATE	Finance Director	DATE	

Justification for Budget Adjustment*:

City Council at their January 10, 2018 meeting, authorized the use of SIF funds for construction of a temporary access road to connect Phillip road to Westbrook Boulevard for use by emergency services.

Approved:	<i>[Signature]</i>	<i>1-30-2018</i>	Approved:		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE		CITY MANAGER	DATE	



COUNCIL COMMUNICATION

CC #: 9052

File #: 0800-05 & 0201-01

Title: Network Infrastructure Improvements Capital Improvement Program - Budget Adjustment

Contact: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

Meeting Date: 2/21/2018

Item #: 6.18.

RECOMMENDATION TO COUNCIL

Approve a budget adjustment transfer for \$108,396 from the following funding sources: Solid Waste Rehab, Water Engineering, Waste Water Rehab, Water Rehab, Electric Operations, and IT Annual CIP rehab fund.

BACKGROUND

Funds were budgeted in FY16/17 to pay for the approved Network Infrastructure Improvement Annual CIP project. The work for this was not completed or invoiced inside FY2016/17 as planned. In order to pay for the remainder of the work which was completed in August of 2017, we need to carry forward funds into the FY2017/18 budget.

FISCAL IMPACT

This budget adjustment will not exceed the amount of \$108,396. Funding sources consist of: Solid Waste Rehab, Water Engineering, Waste Water Rehab, Water Rehab, Electric Operations, and General Fund CIP rehab fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be created by this budget adjustment.

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). This budget adjustment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Matt Donaldson, IT Network Infrastructure Program Manager

Hong Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5934

Signed Budget Adjustment

ORDINANCE NO. 5934

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for network infrastructure improvement projects per request of the Information Technology Department, as listed on the attached Request for Budget Adjustment in the amount of \$216,792.00.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Requestor: Brittany Flores
 Department/Division: IT - Network Infrastructure
 Fiscal Year/Effective Date: FY2017-18
 Council Date: 2/21/2018

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
108,396	91027	5216	521	189301	45	IT Annual Rehab CIP
70,999	00521	3902	521			Transfer from General CIP Rehab Fund (310)
8,455	00521	3902	521			Transfer from SW Rehab Fund (463)
9,647	00521	3902	521			Transfer from WW Rehab Fund (474)
6,612	00521	3902	521			Transfer from Water Rehab Fund (482)
12,019	00521	3902	521			Transfer from Electric Construction Fund (491)
664	00521	3902	521			Transfer from Transit Fund (440)
216,792 TOTAL						

Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
70,999			310			Available resources - CIP Rehab Fund
70,999	00310	8902	310			Transfer from CIP Rehab Fund to IT Replacement Fund (521)
8,455			463			Available resources - SW Rehab Fund
8,455	00463	8902	463			Transfer from SW Rehab Fund to IT Replacement Fund (521)
9,647			474			Available resources - WW Rehab Fund
9,647	00474	8902	474			Transfer from WW Rehab Fund to IT Replacement Fund (521)
6,612			482			Available resources - Water Rehab Fund
6,612	00482	8902	482			Transfer from Water Rehab Fund to IT Replacement Fund (521)
12,019			491			Available resources - Electric Construction Fund
12,019	00491	8902	491			Transfer from Electric Constr. Fund to IT Replacement Fund (521)
664			440			Available resources - Transit Fund
664	00440	8902	440			Transfer from Transit Fund to IT Replacement Fund (521)
216,792 TOTAL						

Finance Use:
 Approved: Nancy Rothberger 1/30/18 David W. [Signature] 11/31/18
 Budget Manager/Designee Date Finance Director Date

Justification for Budget Adjustment:
 Funds were budgeted in FY16/17 to pay for the approved network infrastructure annual CIP. Work was not completed or invoiced inside the FY16/17 as planned. We need to carry FY16/17 funds into the FY17/18 budget to pay for the remainder of the work that was completed in August 2017. This was not included in the citywide CIP carryforward because we had to create new project numbers when we moved IT functions to new internal service funds.
 Note: FY16/17 project number: 91020-179302. FY17/18 project number: 91027-189301

Approved: [Signature] 1/29/2018 [Signature]
 Requesting Dept Head Date City Manager Date
 HONG PRE-CIO



COUNCIL COMMUNICATION

CC #: 9065

File #: 0800-02 & 0201-01

Title: Water Treatment Plant Programmable Logic Controllers Rehabilitation Project - Budget Adjustment

Contact: Charles Aycock 916-746-1887 caycock@roseville.ca.us

Meeting Date: 2/21/2018

Item #: 6.19.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt the ordinance approving the attached budget adjustment. The budget adjustment will transfer \$575,000.00 from the Water Rehabilitation Fund to the Water Treatment Plant Programmable Logic Controller (PLC) Rehabilitation Project.

BACKGROUND

Existing PLC's at the Water Treatment Plant were installed in conjunction with a few capital improvement projects conducted from 1999 to 2007. The PLC's were installed as replacements for existing PLC's or were provided with the addition of new water treatment equipment. Environmental Utilities Department staff has planned modifications to the electrical system which will require significant changes to many of the existing PLC's. Since the existing PLC's are at the end of their life-cycle, it was determined that the PLC replacement project should be conducted, rather than investing money into the existing legacy equipment.

Replacing these PLC's, as proposed, will ensure that the WTP continues to operate reliably and efficiently, in the delivery of water to the city's residential and commercial water customers.

FISCAL IMPACT

The proposed budget adjustment to initially fund the project is being sourced from the Water Rehabilitation Fund, with an initial investment of \$575,000.00. Additional funds will be required in the future to fully fund the project; however, they are being deferred until refined cost estimates are completed.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable for this first phase of the project, since it will be completed by Environmental Utilities staff.

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 proposed budget adjustment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Charles Aycock, EIM Systems Coordinator

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5938

WTP PLC_Budget Adjustment Form

ORDINANCE NO. 5938

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the water treatment plant programmable logic controllers rehabilitation project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$575,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Charles K. Aycock

DEPARTMENT/DIVISION*: Environmental Utilities

FISCAL YEAR/EFFECTIVE DATE*: FY18

PROPOSED COUNCIL DATE (if applicable): 02/21/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
575000	30003	6130	482	183004	30	WTP PLC Replacement Project
\$ 575000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
575000			482			Water Rehabilitation Fund
\$ 575000	TOTAL					

FINANCE USE	Approved:	Nancy P. Pliskinger 1/24/18		D. W. L. 1/24/18	
	BUDGET MANAGER/DESIGNEE	DATE		FINANCE DIRECTOR	

Justification for Budget Adjustment*:

Establish CIP to replace the Programmable Logic Controllers at the Water Treatment Plant due to end of life. Additional funds anticipated to be transferred from the Water Rehabilitation Fund to this Project, to fully fund the project, as follows:

FY 2019 - \$2,000,000

FY 2020 - \$575,000

Approved:	1/18/18		Approved:		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE		CITY MANAGER	DATE	



COUNCIL COMMUNICATION

CC #: 9055

File #: 0201-01 & 0800-02

Title: Recycled Water Expansion Feasibility Evaluation - Professional Services Agreement and Budget Adjustment
Contact: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

Meeting Date: 2/21/2018

Item #: 6.20.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve a professional services agreement with Stantec Consulting Services Inc. for the Feasibility Evaluation of Expanding the Recycled Water Program and adopt a resolution authorizing the City Manager to execute it. The not-to-exceed amount of the Stantec agreement is \$608,406.00.

Staff also recommends City Council approve a budget adjustment to transfer \$625,000.00 from the Wastewater Rehabilitation Fund (474) to the Feasibility Evaluation of Expanding Recycled Water Program Project (812001).

BACKGROUND

In August of 2015, the City and Stantec Consulting Services Inc., formerly known as MWH Americas, Inc., entered into a Professional Services Agreement for on-call grant writing services. This contract was amended in July of 2017 for Stantec to continue providing grant-writing services and related technical and planning services for water, wastewater and recycled water projects.

Stantec is navigating staff through various recycled water funding opportunities from the Water Environment Research Foundation, Water Environment Federation, California Proposition 1: Water Quality, Supply, and Infrastructure Improvement Act, and the California State Water Resource Control Board Water Recycling Funding Program. Pursuit of these funding opportunities requires feasibility evaluations of recycled water recycling alternatives. This type of work is not covered under the current grant-writing scope.

Stantec has satisfactorily completed work under the grant-writing services agreement. They have built the framework required to fulfill the requirements of the identified funding opportunities. Based on those requirements, Stantec has provided the work scope and cost proposal necessary to complete the tasks needed to compete for the identified funding opportunities. These tasks include technical evaluations of recycled water expansion alternatives, regulatory evaluations, and analysis of environmental considerations.

FISCAL IMPACT

The total cost of this project is \$625,000.00. Funding is included the Wastewater Rehabilitation Fund (474).

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Recycled Water Expansion Feasibility Evaluation does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Todd Jordan, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-56

PSA - Signed

Ordinance No. 5936

Budget Adjustment

RESOLUTION NO. 18-56

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND STANTEC CONSULTING SERVICES, INC.,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding feasibility evaluation of
expanding recycled water program, by and between the City of Roseville and Stantec Consulting
Services, Inc., has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Feasibility Evaluation of Expanding Recycled Water Program

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("CITY"), and Stantec Consulting Services Inc., a New York corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of the performance of a feasibility evaluation of expanding the CITY's Recycled Water Program; and

WHEREAS, CONSULTANT has prepared a proposal dated December 4, 2017, 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 six hundred eight thousand four hundred six dollars (\$608,406).

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'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.

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation

Statutory

Commercial General Liability

\$1,000,000 each occurrence

\$2,000,000 aggregate

Personal Injury:

\$1,000,000 each occurrence

\$2,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Professional Liability (errors and omissions)

\$1,000,000 per claim

\$2,000,000 aggregate

a. Form. 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 provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. 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.

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

9. 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.

10. 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.

11. Independent Contractor. CONSULTANT 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.

12. 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.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. 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.

15. 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.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

19. 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

CONSULTANT

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

Vanessa Nishikawa, PE
3301 C Street, Suite 1900
Sacramento, CA 95816

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

20. 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

STANTEC CONSULTING SERVICES
INC., a New York corporation

BY: _____
ROB JENSEN
City Manager

BY: [Signature]
its: VICE PRESIDENT

ATTEST:

and
BY: [Signature]
its: Asst Secretary

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”

CITY OF ROSEVILLE – SCOPE OF SERVICES FOR FEASIBILITY EVALUATION OF EXPANDING RECYCLED WATER PROGRAM

DESCRIPTION OF SERVICES

Stantec Consulting Services Inc. (hereinafter called “Stantec”), formerly MWH Americas, Inc., agrees to perform the following services: Feasibility Evaluation of Advancing Recycled Water Program.

BACKGROUND

The City of Roseville’s (hereinafter called “the CITY”) Environmental Utilities Department have requested assistance from Stantec for technical, regulatory, environmental, financing, communications, and related professional services to explore expanding the CITY’s Recycled Water Program.

SCOPE OF SERVICES

Performance of the **feasibility evaluation of expanding the CITY’s Recycled Water Program** will be executed in accordance with this scope of services and according to direction provided by the CITY Project Manager (PM) or his/her designee(s). Up to the Not-to-Exceed fee included in this Agreement, services include the following tasks:

Task 1 – Conduct Kick-Off Meeting

- Prepare for and conduct project Kick-Off Meeting with the CITY PM and staff to confirm the CITY’s goals and objectives for its recycled water program expansion, confirm roles and responsibilities, discuss potential project constraints, agree on internal and external communication protocols, and agree on project schedule and milestones.

Deliverable(s): Meeting materials and brief meeting summary.

Task 2 – Conduct Technical Evaluation:

Task 2.1 – Develop and Evaluate Alternatives:

- Characterize the local and regional water resources setting including the regional recycled water service area (existing and potential future).
- Develop criteria and methodology for screening recycled water program expansion alternatives, based on the expectations laid out in the Kick-Off Meeting (Task 1) and the Project goals and objectives.

Task 2.2 – Recycled Water Expansion Basis of Design Report:

- The selected alternative will be developed further at a 10% design level and compiled in a Basis of Design Report.
- Provide technical review of materials and deliverables prior to submittal to the CITY

Deliverable(s): Basis of Design Report, draft and final

Task 2.3 – Prepare Detailed Workplan and Develop Procurement Strategy:

- Develop detailed workplan for project lifecycle of selected alternative, including schedule, detailed description of each task element in the 4 categories, budgets
- Evaluate procurement options and strategy, especially for specialty equipment

Deliverable(s):

- Meeting materials and brief meeting summaries, as needed.
- Draft and revised draft Alternatives TM.
- Draft and revised draft Groundwater TM.
- BODR
- Procurement Strategy TM

Task 3 – Conduct Regulatory Evaluation:**Task 3.1 – Prepare Regulatory Review**

- Detailed literature review that forms the basis for the regulatory approach and thus the technical approach. This comprehensive literature review will cover existing and developing regulations for recycled water and will feed into the development of recycled water expansion alternatives.
- Identification of technical approaches and processes associated with various recycled water regulations.

Deliverable(s): The regulatory literature review will be included as a chapter in the Basis of Design Report in Task 2.2, with write-ups for alternatives in Task 2.1

Task 3.2 – Develop Regulatory Framework

- Based on literature review in Task 3.1 and the developed alternatives in Task 2.1, develop a regulatory framework that includes technical approaches to meet current and future anticipated regulations.
- Regulatory approach review. Engage industry experts as needed for review and input on the technical approach to the selected recycled water expansion alternative and applicability to current and future regulations. Conduct review workshops.

Task 4.2 – Prepare Revised Administrative Draft IS/EA

- Based on comments provided by the CITY PM and staff on the administrative draft IS/EA, review the consolidated comments. Meet with the CITY PM and staff to discuss any issues that require resolution. Prepare a revised draft IS/EA.

Deliverable(s): Revised administrative draft IS/EA

Task 4.3 – Support NEPA Engagement

- Support the CITY PM and staff with engagement of the U.S. Department of the Interior, Bureau of Reclamation (Reclamation) on the revised draft IS/EA.

Deliverable(s): None

Task 4.4 – Prepare and Distribute Public Draft IS/EA and MND/FONSI

- Based on comments provided by the CITY PM and staff and Reclamation on the revised draft IS/EA, review the consolidated comments. Meet with the CITY PM and staff and Reclamation to discuss any issues that require resolution. Prepare a public draft IS/EA that is ready for distribution.
- As appropriate, prepare a public draft Mitigated Negative Declaration (MND)/Finding of No Significant Impact (FONSI) to be included along with the public draft IS/EA when circulated. The MND/FONSI will provide a summary of pertinent issues, any impacts, and appropriate mitigation measures to be incorporated, and will conclude that the project would have no resulting significant adverse impacts. However, final determination will not occur until after a 30-day public review process.
- Prepare and distribute 50 copies of the public draft IS/EA and MND/FONSI, using the distribution list described in Task 4.5. Prepare the Notice of Availability/Notice of Intent to Adopt an MND.
- Meet with the CITY PM and staff to provide updates and discuss any issues that require resolution, as needed.
- Assumptions:
 - Preparation of the final IS/EA and MND/FONSI not included in Task 4.

Deliverable(s): Public Draft IS/EA and MND/FONSI

Task 4.5 – Maintain CEQA/NEPA Distribution List

- The CITY PM and Reclamation will provide distribution lists with contact information for those agencies and individuals that should be receiving information on the proposed project throughout the NEPA/CEQA process. This task will involve maintaining that consolidated list.

Deliverable(s): as-needed meeting materials, brief meeting summaries, newsletter content.

Task 7 – Conduct Project Management/Meetings:

- Conduct monthly check-in meetings with the CITY PM and staff to discuss project progress for the duration of the Agreement.
- Conduct project coordination and management for the duration of the Agreement including monthly project invoices and progress status summaries, team coordination, management of project budget, scope, schedule, and quality, etc.

Deliverable(s):

- Meeting materials and brief meeting summaries; as needed.
- Monthly invoices and progress status summaries.

BUDGET ESTIMATE AND SCHEDULE OF HOURLY RATES AND REQUESTED REIMBURSABLE EXPENSES

The Not-To-Exceed fee is \$608,406 for the term of the Agreement. The budget estimate is presented in Table 1.

The schedule of hourly rates and requested reimbursable expenses are described below and presented in Table 2. Hourly Rates are inclusive of salary, overhead, and fee. Stantec uses a straight averaging technique based on the current staff profile to develop the Hourly Rate proposed for each Position. The Hourly Rate does not include routine in-house-photocopy, telecommunications, networks, computers or postage-costs, which are part of the separate Associated Project Costs (APC) pool added to each labor hour (described under Additional Fees).

The Hourly Rates are valid from January 1, 2018 through December 31, 2018. Stantec Hourly Rates would be increased by 3% on January 1 of each following year, beginning in 2019, to account for changes in labor costs.

Also included below are Additional Fees, which include mileage reimbursement and APC (indirect expenses), as described above. Should outside services be required, such as printing/binding, the costs associated with these outside services will be reimbursed at a rate of 1.1 times the actual costs.

EXHIBIT “B”



Table 1. Stantec Budget Estimate for City of Roseville Feasibility Evaluation of Expanding Recycled Water Program

Task Description	Stantec Labor										Stantec ODCs				Subconsultants				GRAND TOTAL				
	Strategic Advisor		Principal Professional		Supervising Professional		Senior Professional		Professional		Associate Professional		Total Stantec Hours	TOTAL Stantec Labor	APC	Other Travel & ODCs	TOTAL ODCs	TOTAL STANTEC		TOTAL Labor	Travel & ODCs	Markup	TOTAL SUBs
	CY1 Hourly Rate ¹⁾	CY2 Hourly Rate ²⁾																					
Task 1 – Conduct Kick-Off Meeting	CY1	4	32	0	0	2	2	0	0	36	2	76	\$12,666	\$958	\$0	\$958	\$13,624	\$500	\$453				
Task 2 – Conduct Technical Evaluation	CY1	20	283	194	69	237	416	30	1,249														
	CY2	14	75	86	103	129	120	14	541														
	CY1	2	12	0	0	0	0	0	14														
	CY2	2	21	0	0	0	0	0	23														
	CY1	0	32	0	0	76	100	78	5	291													
	CY2	0	20	0	26	24	24	24	2	96													
Task 5 – Conduct Economic and Financial Evaluation	CY1	20	30	114	0	30	0	14	208														
	CY2	5	6	48	0	0	0	0	65														
	CY1	0	20	0	8	22	0	0	50														
Task 6 – Provide Communications Support	CY2	0	8	0	0	0	0	0	8														
	CY1	0	30	0	0	0	0	0	20														
Task 7 – Conduct Project Management/Meetings	CY2	0	18	0	0	0	0	0	12														
Total (hours)	CY1	46	439	308	155	389	530	71	1,938														
	CY2	21	148	134	129	153	144	34	763														
Total (\$)		\$21,093	\$129,002	\$80,230	\$43,813	\$68,904	\$73,896	\$11,337	2,701	\$428,277	\$34,032	\$0	\$34,032	\$462,309	\$6,500	\$19,059	\$146,097						

¹⁾ CY1 = Jan - Dec 2018.
²⁾ CY2 = Jan - Dec 2019.

Table 2. Schedule of Stantec Hourly Rates and Additional Fees

Labor Category	2018 Hourly Rate
Strategic Advisor	\$312
Vice President II	\$289
Vice President	\$246
Principal Professional	\$218
Supervising Professional	\$180
Senior Professional	\$152
Professional	\$126
Associate Professional	\$109
GIS	\$119
Graphic Designer	\$119
Administrator	\$107
Additional Fees	
Mileage Rate per mile	Billed at prevailing IRS rates
Associate Project Costs (APC) per hour	\$12.60
Markup on Outside Services	10 percent
Markup on Subconsultants	15 percent

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ORDINANCE NO. 5936

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for a feasibility evaluation of expanding the recycled water program, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$625,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

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

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

REQUESTER*: Todd Jordan

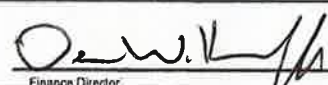
DEPARTMENT/DIVISION*: Environmental Utilities/Wastewater

FISCAL YEAR/EFFECTIVE DATE*: FY18/February 22, 2018

PROPOSED COUNCIL DATE (if applicable): 02/21/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
625,000	30503	5101	474	812001	32	Recycled water feasibility evaluation
\$ 625,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
625,000			474			Available resources
\$ 625,000	TOTAL					

FINANCE USE	Approved: 	
	BUDGET MANAGER/DESIGNEE	Finance Director
	DATE 1/29/18	DATE 1/29/18

Justification for Budget Adjustment*:

Reserve funds sufficient to complete the feasibility evaluation of expanding the recycled water program. The study will include technical, regulatory, environmental, economic, and financial evaluations, and communications support.

Approved: 	Approved: 
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE 1-25-18	DATE



COUNCIL COMMUNICATION

CC #: 9064
File #: 0900-02

Title: Wastewater Treatments Plant Condition Assessments - Professional Services Agreement Amendment and Budget Adjustment
Contact: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.21.

RECOMMENDATION TO COUNCIL

Staff recommends approval of an amendment to the Wastewater Treatment Plants Condition Assessment Professional Services Agreement with Brown and Caldwell. The amendment is necessary to repair a damaged section of a 42-inch trunk sewer pipe. The total cost of the work under this amendment is \$227,396.00. Additionally, staff recommends approval of a resolution authorizing the City Manager to sign the attached First Amendment to Professional Services Agreement.

Staff also recommends approval of a budget adjustment to transfer \$391,996.00 from the Wastewater Rehabilitation Fund (474) to the Wastewater Treatment Plants Condition Assessment Project (163506). The budget transfer amount will fund the 42-inch trunk sewer repair and the work that will be performed by city crews to remove a bridge pile that has penetrated the pipe and is obstructing flow. Total cost of the 42-inch repair is \$391,996.00.

BACKGROUND

A portion of the influent flow to the Dry Creek Wastewater Treatment Plant is conveyed through a 42-inch pre-stressed concrete cylinder pipe. Through video inspection, Wastewater collection crews found that a bridge pile from the Foothills Blvd. overpass that crosses the Union Pacific rail yard was driven through the top and bottom of the 42-inch pipe. The pile obstructs flow in the pipe and could eventually cause a sanitary sewer overflow.

The damaged section of pipe is approximately 40 feet underground. Wastewater Collections crews will construct a new manhole to provide access to the damaged section of pipe and enter the pipe to remove the bridge pile section that is obstructing flow. Cutting out the bridge pile from the pipe will not compromise the bridge integrity, according to the bridge design engineer.

Brown and Caldwell has satisfactorily completed condition assessment work for this project. They have provided recommendations for rehabilitation of structures/facilities under risk of failure, including the 42-inch trunk sewer pipe. Brown and Caldwell has provided the work scope and cost

proposal necessary to complete the repair of the pipe. These tasks include project management and construction services including site safety services, field engineering, quality assurance, laboratory testing, and acceptance testing. The proposed repair includes using a patented carbon fiber technology from Structural Technologies, Inc. Structural Technologies, Inc. will work as a subcontractor to Brown and Caldwell. Utilizing this technology will have significantly less impact to sewer operations and to the rail yard compared to dig and replace options or cured in place pipe liners. The proposed option and construction activities have been approved by the Union Pacific Railroad.

The Structural Technologies carbon fiber pipe repair product will restore the structural integrity of the pipe and increase the life of the damaged pipe section. This technology makes the repair significantly faster than other trenchless technologies which minimizes the impact on the sewer system and the rail yard.

FISCAL IMPACT

Including the First Amendment to the professional services agreement with Brown and Caldwell for \$227,396.00, the total not-to-exceed amount of this agreement will be \$1,027,660.00.

The total cost of the 42-inch repair is \$391,996.00. This amount includes the Brown and Caldwell amendment as well as direct City costs to complete the repair work and will be transferred from the Wastewater Rehabilitation Fund (474) to the Wastewater Treatment Plants Condition Assessment Project (163506).

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves the repair of an existing 42-inch sewer pipe. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

The proposed project also involves the construction of a new manhole to access the 42-inch sewer pipe. This activity is categorically exempt from CEQA as a Class 3 Exemption (State CEQA Guidelines Section 15303). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Todd Jordan, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 18-62

PSA-First Amendment (Signed)

Ordinance No. 5937

Budget Adjustment - Signed

RESOLUTION NO. 18-62

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

WHEREAS, a first amendment to professional services agreement regarding the wastewater treatment plants condition assessment project, by and between the City of Roseville and Brown and Caldwell, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Wastewater Treatment Plants Condition Assessment

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Brown and Caldwell, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated September 7, 2016 ("Agreement") regarding a condition assessment of the Dry Creek Wastewater Treatment Plant (DCWWTP) and Pleasant Grove Wastewater Treatment Plant (PGWWTP); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated December 14, 2017, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay two hundred twenty-seven thousand three hundred ninety-six dollars (\$227,396), in consideration of the additional services as set forth in Exhibit “A” to the First Amendment to Agreement. This brings the total not to exceed contract amount to one million twenty-seven thousand six hundred sixty dollars (\$1,027,660).”

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

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

CITY OF ROSEVILLE, a
municipal corporation

BROWN AND CALDWELL, a
California corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: Vice President

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: Corporate Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

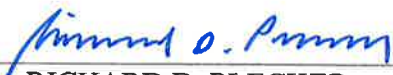
BY: 
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”

11020 White Rock Road, Suite 200
Rancho Cordova, CA 95670

T: 916.444.0123
F: 916.635.8805

December 14, 2017



Todd Jordan
City of Roseville, Environmental Utilities
1800 Booth Road
Roseville, California 95747

1017-149789

Subject: Amendment No. 1: 42" Linda Creek Interceptor Pipe Repair

Dear Mr. Jordan:

Brown and Caldwell (BC) and our subcontractor, Structural Technologies (ST), propose to construct a fully structural repair using carbon fiber reinforced polymer (CFRP) to restore structural integrity to the damaged portion of the 42-inch diameter Linda Creek Interceptor sewer pipeline. The unlined reinforced concrete pipe was damaged by the driving of a steel beam through the pipeline.

The CFRP repair will be installed after the City has completed of their scope of work which includes installation of a new interior pipeline access location upstream of the damaged pipe, removal of the steel beam and non-structural grouting and patching of the holes in the pipe.

The proposal consists of a scope of services, cost estimate, and schedule to construct the repair.

Scope of Services

The scope of services consists of four tasks.

Task 1 – Project Management

BC will perform:

- Coordination and communications with City
- Contracting with and managing Structural Technologies

Task 2 – Pre-Construction

The following activities will be completed during the pre-construction task:

Brown and Caldwell

- Prepare a project-specific Field Work Safety Plan
- Confirm design criteria and provide pipe repair specification
- Coordination with City
- Coordination with BC subcontractor, Structural Technologies
- Submittal review, documentation and approvals

Structural Technologies

- Preparation of detailed design and submittal package
- Submittals:
 - Materials lists
 - Safety plans
 - For-construction drawings and calculations, stamped and sealed by a Professional Structural Engineer licensed in CA

Deliverable:

- BC-approved submittal package

Task 3 – Construction

The following activities will be completed during the construction task:

Brown and Caldwell

- Site Safety Officer conducting tailgate safety meetings and documentation
- Daily contractor oversight
- Field engineering
- RFI review, documentation and approvals
- Quality assurance, field verification of construction
- Laboratory testing
- Acceptance testing documentation

Structural Technologies

- Safety planning.
- Mobilization and set-up.
- Materials for V-Wrap™ CFRP System.
- Equipment including ventilation and power set-up.
- Surface preparation by Structural Technologies after the City completes dewatering the pipeline and sanitizing the pipe walls.
- Installation of the V-Wrap™ CFRP System.
- Quality Assurance / Quality Control (QAQC) program, including adhesion testing.
- Demobilization and cleanup

Deliverables:

- Manufacturer-specific QAQC package
- Photo log documenting installation
- Laboratory test results
- Punch-list, signed verification of installation
- Verification of site cleanup and demobilization

Task 4 – Post-Construction

The following activities will be completed during the post-construction task:

- Preparation of record drawings
- Project closeout

Deliverables:

- As-built construction drawings
- Client workshop

Task 5 – Perform Emergency Repairs

Task includes a \$20,000 allowance for any additional emergency repairs that are identified during the pre-construction or construction activities. Cost shall not exceed the time and materials allowance allocated in this task. These repairs shall only be undertaken by BC or BC subcontractor/s upon obtaining permission in writing from the City, to conduct the repair work.

Cost Estimate

BC will conduct the above-described tasks on a time and-materials basis per the rates in the original agreement dated September 7, 2016, not to exceed \$227,396. The costs for the four tasks are summarized in Table 1.

Table 1. Summary of Costs				
Task	Title	Labor Cost (\$)	Expenses (\$)	Total Cost (\$)
1	Project Management	1,258	64	1,858
2	Pre-construction	11,642	512	12,154
3	Construction ^a	23,380	161,328	184,708
4	Post-construction	8,308	368	8,676
5	Emergency Repairs ^a	2,000	18,000	20,000
TOTAL				227,396

^a A markup of 10% was used for Structural Technologies.

Schedule

BC is prepared to commence the scope of work included in Tasks 1 and 2 upon receipt of the signed copy of this letter agreement from you. The start date for Task 3, the construction task, will be scheduled in coordination with the City, following City's completion of their scope of work. Estimated duration for Task 3 is 10 working days.

Terms and Conditions

This Letter Agreement assumes the same terms, conditions contained in the September 7, 2016 agreement between Brown and Caldwell and City of Roseville.

Mr. Todd Jordan
City of Roseville
December 14, 2017
Page 4

We look forward to the opportunity to perform the work for you. Please call Mike Harrison at (916) 853-5377 if you have questions.

Very truly yours,

Brown and Caldwell,



J. David Zuber, PG.
Vice President/Authorized Signatory

MH: ds

The undersigned agrees to the Terms and Conditions of this Letter Agreement.

City of Roseville

Signature _____

Printed Name _____

Title _____

Date _____

Appendices (1):

1. Appendix A: Structural Technologies Proposal

Assumptions

1. Activities, equipment, and services to be provided by the City of Roseville:
 - a. Portable restroom facilities
 - b. Bypass pumping
 - c. Excavation, installation of shoring, and construction of new interior pipeline access point approx. 60-ft upstream of the damaged pipe
 - d. Dewatering, pipeline cleaning, removal and disposal of debris, sanitizing pipe walls
 - i. Sanitizing is defined as wash-down of the pipe walls with bleach water spray to disinfect
 - ii. Limits of sanitizing are 15-ft downstream of the downstream access and 15-ft upstream of the upstream access.
 - e. Removal of the existing steel I-beam pile penetrating the Linda Creek Interceptor sewer pipeline
 - f. Construction of repairs to the damaged pipe, including grouting and installation of a stainless-steel plate by City per plans and procedure prepared by CH2M, dated January 2015.
 - g. Providing a dumpster in proximity of work area for disposal of non-hazardous debris and materials from repair installation
 - h. Permitting, traffic control, plating
 - i. Providing vehicular access and a construction materials staging area
 - i. Minimum staging areas:
 1. 10'x80' (at upstream access),
 2. 20x20 (at downstream access),
 3. truck parking
 - j. 24-hour security to protect equipment and materials
 - k. Coordination with Union Pacific
 - l. Site restoration, grading, and paving as required
2. Exclusions:
 - a. Any site conditions differing from those indicated in this proposal.
 - b. Any hazardous condition outside the described scope of work.
 - c. Shoring provided and installed by others
 - d. Dewatering and cleaning of the pipeline
 - e. Groundwater management including dewatering, treatment, and/or disposal
 - f. Removal of all debris, obstructions, plates, rags, etc. to allow for safe manned entry into pipeline and working area inside the pipeline.
 - g. Sanitizing of pipe walls
 - h. Dumpster, as described in Assumptions, plus disposal of dumpster contents.
 - i. Any required permits.
 - j. Traffic control.
 - k. Coordination with Union Pacific
 - l. Specific insurance for working on or near railroad-owned property
 - m. Odor control

- n. Off-hour monitoring of equipment left running 24/7
- 3. Design criteria for the repair to be installed by Structural Technologies:
 - a. Fully structural rehabilitation of a 14 linear feet-long (maximum) continuous stick of 42-inch unlined reinforced concrete gravity sewer pipe utilizing the V-Wrap™ CFRP System.
 - b. Working pressure (P_w) = 20 psi (assumed for gravity sewer)
 - c. Maximum height of soil cover the pipeline (H) at the location of the repair = 53 feet
 - d. Height of water table (H_w) = H (assumed)
 - e. Live load = Zero (deep cover)
 - f. Change in Temperature (ΔT) = +/-30F (assumed)
 - g. Thrust = Zero
 - h. Soil Modulus (M_s) = 1,200 psi minimum required (Boring B-4 in the boring log on Sheet 66 of the Foothills Blvd Extension record drawings. provided by the City shows "SP – sand" at pipe elevation. Based on AWWA M45, this corresponds to Class II soil. At 50 ft depth, M_s varies between about 900 psi and 8,000 psi depending on compaction. Considering long-term in-situ compaction, 1,200 psi is assumed.)
 - i. Initial ovality = 2% assumed maximum
- 4. No work day or hour restrictions.
- 5. No noise, lighting, or odor restrictions.
- 6. One single mobilization will be required
- 7. Pricing based upon use of non-union workforce, using prevailing wages
- 8. Inclusions:
 - a. Brown and Caldwell will subcontract Structural Technologies through our wholly-owned construction firm, Brown and Caldwell Constructors.
 - b. A 1-year warranty is included that covers defects in material and/or workmanship. Brown and Caldwell, and Structural Technologies agree to correct these defects. The warranty period begins upon completion of the work.

Appendix A: Structural Technologies Proposal

struc'tural

September 1, 2017

Mr. Ari Elden
Brown and Caldwell
9665 Chesapeake Drive
Suite # 201
San Diego, CA 92123

Re: City of Roseville – Linda Creek Interceptor

Subject: 42-inch RCP Pipe Rehabilitation Proposal Utilizing the V-Wrap™ Carbon Fiber System

Dear Mr. Elden,

Thank you for the opportunity to provide this proposal for the rehabilitation of the City of Roseville Linda Creek Interceptor 42-inch Diameter Reinforced Concrete Pipe (RCP). The 42-inch RCP line is owned and operated by The City of Roseville. STRUCTURAL has been providing infrastructure upgrade services for over 40 years and has the expertise and experience necessary to perform the requested pipe reinforcement scope. This proposal is based upon information provided by City of Roseville and STRUCTURAL TECHNOLOGIES.

COMPANY BACKGROUND:

Structural Group is listed in the Engineering News Record ranking as one of the Top Specialty Contractors and is recognized as the largest structural repair and strengthening contractor in the US. Since its founding in 1976, STRUCTURAL has successfully completed more than 18,000 repair and remediation projects, and has been recognized with more than 50 industry awards.

This unmatched level of experience and recognition has set Structural Group apart in the market as the go-to company for some of the most difficult projects completed in the repair industry, including buried pipelines which we repair and strengthen for municipalities, fossil power plants, industrial facilities and nuclear power generation plants throughout the United States.

STRUCTURAL TECHNOLOGIES is the manufacturing and technical support division within Structural Group. For existing pipeline infrastructure, STRUCTURAL TECHNOLOGIES products and solutions repair deterioration or damage, upgrade in order to extend lifecycle or to comply with change of use requirements such as increased pressures or new external loads.

In addition to repair systems design and supply, Structural Group, Inc. provides turnkey field service with trained and certified technicians performing specialized pipeline scopes including inspection support and turnkey repair system installation.

PROJECT OVERVIEW:

Brown and Caldwell requested a proposal from STRUCTURAL TECHNOLOGIES to rehabilitate a 42-inch RCP line at the Linda Creek Interceptor owned and operated by the City of Roseville with carbon fiber. The 42-inch RCP has observed distress in a 40-inch region and Roseville is considering trenchless rehabilitation methods.

After a review of the information provided, STRUCTURAL TECHNOLOGIES recommends an internal upgrade of the 42-inch RCP line. The internal upgrade would utilize the V-Wrap™ Carbon Fiber System. The V-Wrap™ Carbon Fiber System would be engineered as a stand-alone system with a 50-year service life, the system is NSF 61 and NSF 61 Annex G approved.

STRUCTURAL TECHNOLOGIES is the manufacturer of these systems, which can provide a full structural repair meeting all design requirements. STRUCTURAL is a certified applicator of the system. Following is our project plan and budgetary pricing.

PROJECT PLAN:

The base scope of work presented includes a full structural upgrade of 12 to 14 linear feet maximum (continuous) of the 42-inch RCP line. The upgrade will utilize the V-Wrap™ Carbon Fiber System.

The date when construction will likely begin is imminent and STRUCTURAL is prepared to rapidly produce a submittal and mobilize to complete the project.

The distance to the closest upstream access location is not to exceed 100 lineal feet and the distance to the closest downstream access location is approximately 300 lineal feet from the repair location. It is understood that per record drawings, the elevation of the downstream manhole is approximately 50-ft below the ground surface and the upstream access (to be constructed by the city) may be approximately 25-feet deep.

STRUCTURAL will provide turnkey completion of the project including:

1. Preconstruction
 - a. Detailed design
 - b. Submittals
 - i. Materials lists
 - ii. Safety plans
 - iii. For-construction, P.E. signed drawings and calculations
 2. Construction
 - a. Preparation of design and submittal package.
 - b. Safety planning.
 - c. Mobilization and set-up.
 - d. Materials for V-Wrap™ System.
 - e. Equipment including ventilation and power set-up.
 - f. Surface preparation after City dewatering and sanitizing of pipe walls.
 - g. Installation of the V-Wrap™ System.
 - h. Quality Assurance / Quality Control program, including adhesion testing.
-

- i. Final close-out
 - i. Deliverables
 1. Manufacturer-specific QAQC package
 2. Photo log documenting installation
 3. documentation of as-constructed repairs
 4. Punch list, signed verification of installation
 5. Verification of site cleanup and demobilization

REPAIR SYSTEM:

V-Wrap™ Carbon Fiber Reinforced Polymer System

V-Wrap™ Carbon Fiber System is a structural strengthening system for the restoration of damaged/weakened pressure pipe. It utilizes layers of specially designed carbon fiber reinforced polymer composite which are applied both longitudinally and circumferentially.

Carbon fiber design and number of layers are a function of the exact design requirements. The existing piping system becomes a form for the V-Wrap™ Carbon Fiber System which becomes the pipe once the system is installed.

V-Wrap™ CFRP

structural
TECHNOLOGIES

structuraltechnologies.com
800.899.1016



The V-Wrap™ CFRP system provides the following advantages:

- Restores full function capacity of pressure pipe during very short outage duration.
- Requires no excavation as all repairs can be made with access via existing manhole points.
- Overall system thickness reduces the pipe inside diameter only slightly (0.25" to 0.75").
- Polymer finish coat surface resistance mitigates any loss in pumping head.
- Corrosion resistance provides long service life.
- Fits both straight and curved pipe sections.

DESIGN:

The design this proposal is based upon is one segment of 42-inch diameter RCP which was damaged by accidental driving of a steel pile vertically through the pipe. We understand that the pile will be removed and the surface restored with repair mortar prior to STRUCTURAL's arrival on the jobsite. Below is the design criteria:

Loads

- $P_w = 20$ psi (assumed for gravity sewer)
- $P_t = 0$ psi (assumed for gravity sewer)
- $P_v = 0$ psi (assumed for gravity sewer)

- $H = 53$ ft (based on drawings; 28 ft up to road surface + 25 ft soil between road and bridge near abutment)
- $H_w = H$ (assumed)
- Live load = Zero (deep cover)
- $\Delta T = \pm 30^\circ F$ (assumed)
- Thrust = Zero (pipe not in the vicinity of bends)
- Soil $M_s = 1,200$ psi minimum required (Boring log shows "SP – sand" at pipe elevation. Based on AWWA M45, this corresponds to Class II soil. At 50 ft depth, M_s varies between about 900 psi and 8,000 psi depending on compaction. Considering long-term in-situ compaction, 1,200 psi is reasonable.)
- Initial ovality = 2% (assumed considering pile removal and pipe restoration performed in 2015)

SUPPORT BY OTHERS:

City of Roseville

1. Portable restroom facilities.
2. Bypass pumping.
3. Excavation and construction of new interior access point approx. 60-ft downstream of the damaged pipe.
4. Dewatering, pipeline cleaning, removal and disposal of debris, sanitizing pipe walls
 - Sanitizing = bleach water spray & wash down of walls to disinfect.
 - Limits of sanitizing are 15-ft downstream of the downstream access / 15-ft upstream of the upstream access.
5. Removal of the existing steel H-pile pile penetrating the sewer pipeline to be repaired.
6. Site restoration, grading, paving.
7. Permitting, traffic control, plating.
8. Providing vehicular access and a construction materials staging area.
9. 24-hour security to protect equipment and materials Coordination with Union Pacific.

Brown and Caldwell

1. Preconstruction
 - a. Procurement
 - b. Coordination with City and Structural Technologies
 - c. Submittal review
 - d. Define design criteria
 - e. Project Field Work Safety Plan
2. Construction
 - a. Site Safety Officer – tailgate safety meeting and documentation
 - b. Daily contractor oversight
 - c. Field engineering
 - d. RFI review, documentation and approvals,
 - e. QA/QC, field verification, and acceptance testing documentation
3. Post-Construction
 - a. Record drawings
 - b. Closeout
4. Project Management
 - a. Coordination and communications with City

ASSUMPTIONS:

1. No work day or hour restrictions.
2. No noise, lighting odor restrictions.
3. Equipment to be left unmonitored and running 24/7, or any required off-hour monitoring to be provided by others.
4. No railroad insurance is including; if required will be provided at cost.
5. Shoring provided by others if required.

GENERAL NOTES:

1. Proposal based upon single phase mobilization.
2. Pricing is based upon use of non-union workforce, using prevailing wages.
3. Payment terms net 30 days.

PRICING:

V-Wrap Carbon Fiber System:

Scope Option	Description	Price
Base Scope	Total repair length: 12-14 linear feet of 42-inch RCP line with V-Wrap™ Carbon Fiber System.	\$139,500.00
Add/Alt #1	100% payment and performance bond for STRUCTURAL's scope of work	1.25% of final contract value

We appreciate the and look forward to working with you on this important project. We are prepared to provide technical and operations support as required to assist in the planning process. Please don't hesitate to contact me at mlarsen@structuraltec.com or 972-210-9511 if you have questions.

Sincerely,

Mike Szoke
Sr. Branch Director

Mike Larsen
Senior Manager-Pipeline Solutions

cc: Jason Alexander, STRUCTUTURAL TECHNOLOGIES-VP Operations
Anna Pridmore, STRUCTURAL TECHNOLOGIES-VP Pipeline Solutions –Technical Manager

ORDINANCE NO. 5937

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the wastewater treatment plants condition assessment, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$391,996.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

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

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

REQUESTER*: Todd Jordan

DEPARTMENT/DIVISION*: Environmental Utilities/Wastewater

FISCAL YEAR/EFFECTIVE DATE*: FY18/February 8, 2018

PROPOSED COUNCIL DATE (if applicable): 02/08/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
391,996	30503	6130	474	163506	45	WWTPs Condition Assessment
\$ 391,996	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
97,489	00474	3850	474	163506	79	SPMUD (24.87% reimbursement of costs)
47,236	00474	3850	474	163506	78	Placer County (12.05% reimbursement of costs)
247,271			474			Available resources - WW Rehab Fund (63.08%)
\$ 391,996	TOTAL					

FINANCE USE	Approved:	
	BUDGET MANAGER/DESIGNEE	Finance Director
	DATE: 1/29/18	DATE: 1/29/18

Justification for Budget Adjustment*:

Reserve funds sufficient to complete repairs of a damaged 42-inch sewer pipe. The repairs include construction of a new access manhole, removal of a bridge pile that has penetrated the pipe, and construct a fully-structural repair using carbon fiber reinforced polymer to restore the structural integrity to the damaged portion of the pipe.

This will be an SPWA partner-funded project. Environmental Utilities' share is 63.08%, combined share for SPMUD and Placer County is 36.92%.

Approved:	Approved:
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE: 1-26-18	DATE:



COUNCIL COMMUNICATION

CC #: 9066
File #: 0400-07

Title: Hewlett Packard Office Condominium Project - Parcel Map
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.22.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the parcel map on file with the City Clerk and accept on behalf of the public the easements offered thereon.

BACKGROUND

The Development Services - Engineering section has reviewed the subject parcel map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating one commercial condominium project parcel allowing the owner to create up to 20 condominium office units.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This parcel map is consistent with the previous Environmental Impact Report (EIR) for the Hewlett Packard (HP) Master Plan. The proposed parcel map does not create any additional impacts that were not already analyzed as part of the HP Master Plan EIR (SCH#95112022)

certified by the City Council on June 5, 1996. Therefore, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Parcel Map

OWNER'S STATEMENT

THE UNDERSIGNED BEING THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP OF "HEWLETT PACKARD – AN OFFICE CONDOMINIUM PROJECT"; AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

(1) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THE STRIP OF LAND SHOWN HEREON AND DESIGNATED "ELECTRICAL EASEMENT".

(2) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF WATER PIPES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THE STRIP OF LAND SHOWN HEREON AND DESIGNATED "W.E." (WATER EASEMENT).

8000 FOOTHILLS LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: Foothills Associates LLC,
A Delaware Limited Liability Company,
its sole member

BY: Strada Foothills LLC,
A California Limited Liability Company,
its administrative member

BY: _____

NAME: _____

TITLE: _____

NOTARY 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 _____)

ON _____, _____ BEFORE ME, _____, A NOTARY PUBLIC
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION NO. _____ EXPIRES: _____

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE OF THE DEED OF TRUST DATED MAY 1, 2017, RECORDED ON MAY 1, 2017 AS INSTRUMENT NO. 2017-0031878-00, OFFICIAL RECORDS OF PLACER COUNTY.

FIRST AMERICAN TITLE INSURANCE COMPANY,
A CALIFORNIA CORPORATION

BY: _____

PRINT NAME AND TITLE

BY: _____

PRINT NAME AND TITLE

PARCEL MAP OF
HEWLETT PACKARD
AN OFFICE CONDOMINIUM PROJECT
(20 UNITS MAXIMUM)
SUBDIVISION NO. PL17-0212
A PORTION OF PARCEL 1, 34 P.M. 73
LYING IN SECTIONS 20 & 21, T.11 N., R.6 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER
STATE OF CALIFORNIA
FEBRUARY 2018



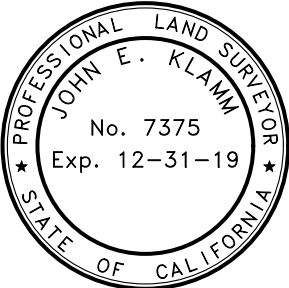
2250 Douglas Blvd.
Suite 150
Roseville, CA 95661
Ph: 916.788.2884
Fax: 916.788.4408

SURVEYOR'S STATEMENT

THIS PARCEL MAP OF "HEWLETT PACKARD – AN OFFICE CONDOMINIUM PROJECT" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF 8000 FOOTHILLS LLC IN NOVEMBER 2017. I HEREBY STATE THAT THIS PARCEL MAP OF "HEWLETT PACKARD – AN OFFICE CONDOMINIUM PROJECT" SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: _____

JOHN E. KLAMM, L.S. 7375
EXP. DATE: 12/31/2019



NOTARY 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 _____)

ON _____, _____ BEFORE ME, _____, A NOTARY PUBLIC
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION NO. _____ EXPIRES: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP OF "HEWLETT PACKARD – AN OFFICE CONDOMINIUM PROJECT" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED: _____

MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. 69879
EXP. DATE 9/30/2018

I HEREBY STATE THAT I AM SATISFIED THAT THIS PARCEL MAP OF "HEWLETT PACKARD – AN OFFICE CONDOMINIUM PROJECT" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED: _____

TIMOTHY G. BLAIR, P.L.S. 8278
EXP. DATE: 12/31/2019



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PARCEL MAP OF "HEWLETT PACKARD – AN OFFICE CONDOMINIUM PROJECT" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE EASEMENTS OFFERED HEREON FOR DEDICATION.

DATED: _____

CITY CLERK, CITY OF ROSEVILLE

BY _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018, AT _____ M IN BOOK _____
OF PARCEL MAPS, AT PAGE _____, PLACER COUNTY RECORDS, AT THE REQUEST OF
RSC ENGINEERING, INC.

FILE NO. 2018-_____

RYAN RONCO
PLACER COUNTY RECORDER

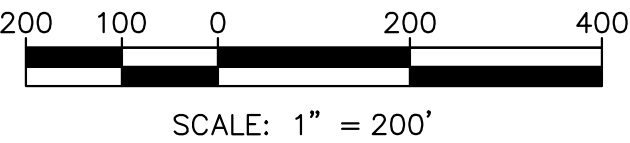
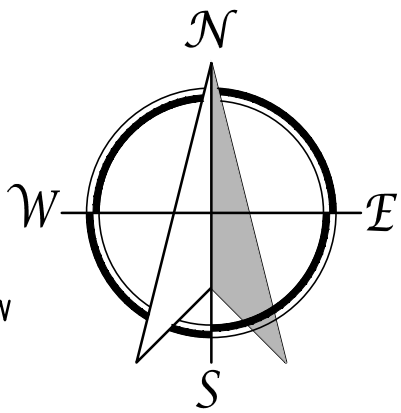
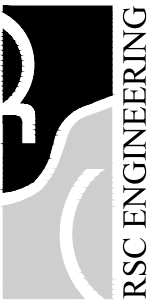
FEE: _____

BY: _____
DEPUTY

PARCEL MAP OF
HEWLETT PACKARD
AN OFFICE CONDOMINIUM PROJECT
(20 UNITS MAXIMUM)
SUBDIVISION NO. PL17-0212
A PORTION OF PARCEL 1, 34 P.M. 73
LYING IN SECTIONS 20 & 21, T.11 N., R.6 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER
STATE OF CALIFORNIA

FEBRUARY 2018

2250 Douglas Blvd.
Suite 150
Roseville, CA 95661
Ph: 916.788.2884
Fax: 916.788.4408



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THE CENTERLINE OF FOOTHILLS BOULEVARD, AS SHOWN ON THE PARCEL MAP OF "HEWLETT PACKARD", FILED IN BOOK 34 OF PARCEL MAPS, AT PAGE 73, PLACER COUNTY RECORDS, THE BEARING WHICH IS GIVEN AS N00°26'42"W BETWEEN FOUND MONUMENTS SHOWN HEREON.

NOTES

1. THIS SUBDIVISION CONTAINS 137.770± ACRES GROSS.
2. ALL CURVES SHOWN HEREON ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH AND CHORD BEARING & DISTANCE. ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. ROTATE BEARINGS COUNTER CLOCKWISE 00°00'15" TO OBTAIN RECORD BEARINGS PER (5).
4. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE AGREEMENT REGARDING CROSS EASEMENTS AND GRANT OF ACCESS EASEMENT PER DOC-2011-0039391, O.R. AND THE GRANT OF EASEMENTS AND CORRECTION TO PRIOR EASEMENTS PER DOC-2011-0053955, O.R.
5. A DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS FOR THIS SUBDIVISION IS BEING RECORDED CONCURRENTLY HEREWITH AS DOC-2018-_____, O.R..
6. SEE SHEET 3 OF 3 FOR LINE AND CURVE DATA TABLES.

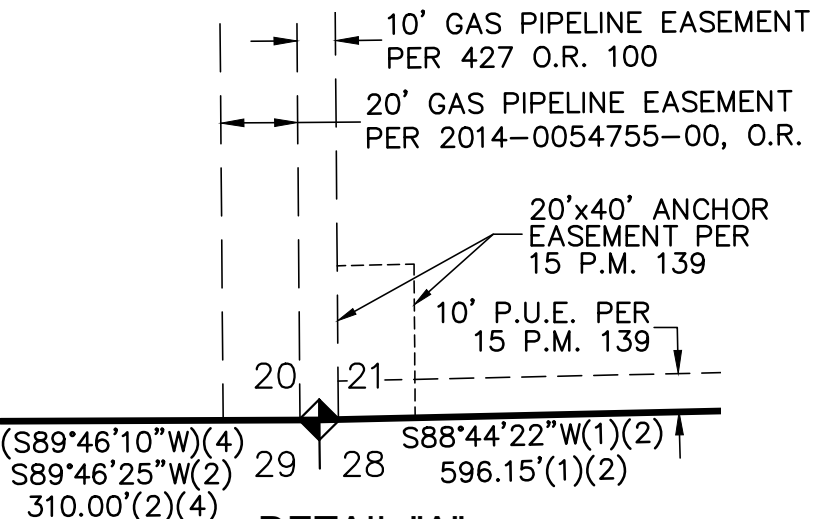
REFERENCES

- (1) PARCEL MAP, 18 P.M. 12
- (2) PARCEL MAP, 34 P.M. 73
- (3) PARCEL MAP, 34 P.M. 125
- (4) LARGE LOT FINAL MAP OF "CAMPUS OAKS", DD MAPS 47
- (5) GRANT DEED, DOC-2016-0082033-00, O.R. (SEE NOTE 3)

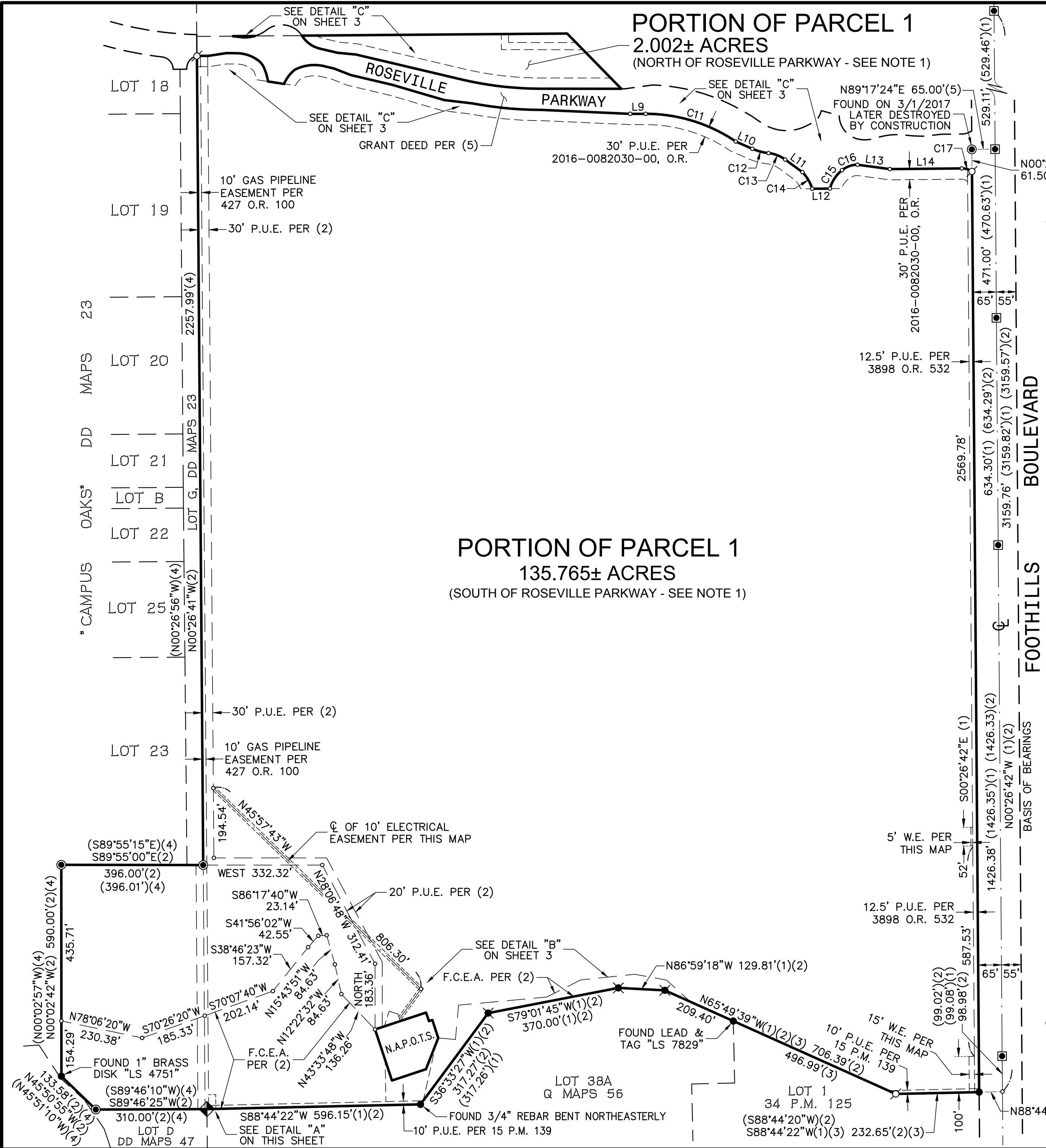
LEGEND

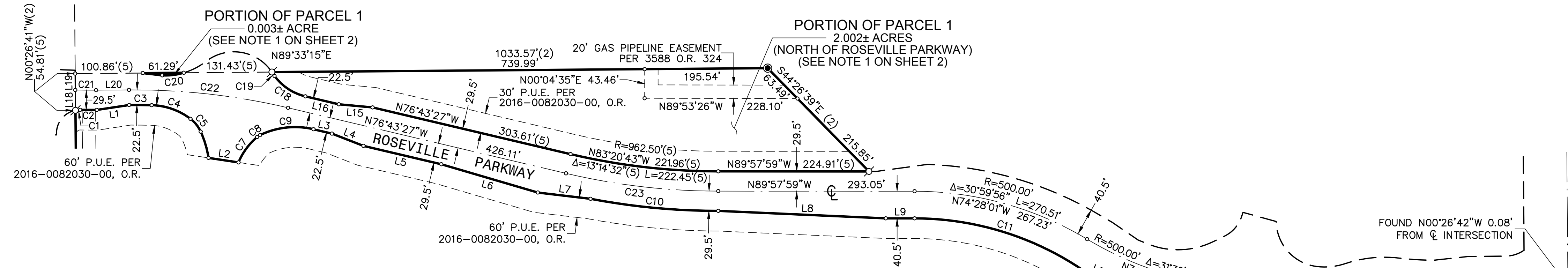
- DIMENSION POINT (NOTHING FOUND OR SET)
- FOUND MONUMENT AS NOTED
- ✱ FOUND TBAR W/CAP "LS 3917"
- FOUND 3/4" IRON PIPE WITH PLUG "LS 7576"
- FOUND STANDARD CITY MONUMENT IN MONUMENT WELL
- ◆ FOUND 1-3/4" IRON PIPE MARKING SECTION CORNER
- ⊗ SET 5/8" REBAR WITH CAP "L.S. 7375"
- ℄ CENTERLINE
- F.C.E.A. FLOOD CONVEYANCE EASEMENT AREA
- N.A.P.O.T.S. NOT A PART OF THIS SUBDIVISION
- O.R. OFFICIAL RECORDS OF PLACER COUNTY
- P.U.E. PUBLIC UTILITY EASEMENT
- W.E. WATER EASEMENT

DETAIL "A"
SCALE: 1"=50'



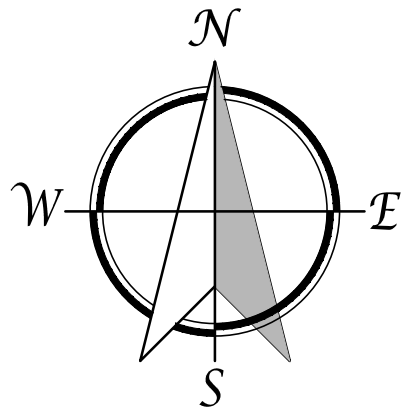
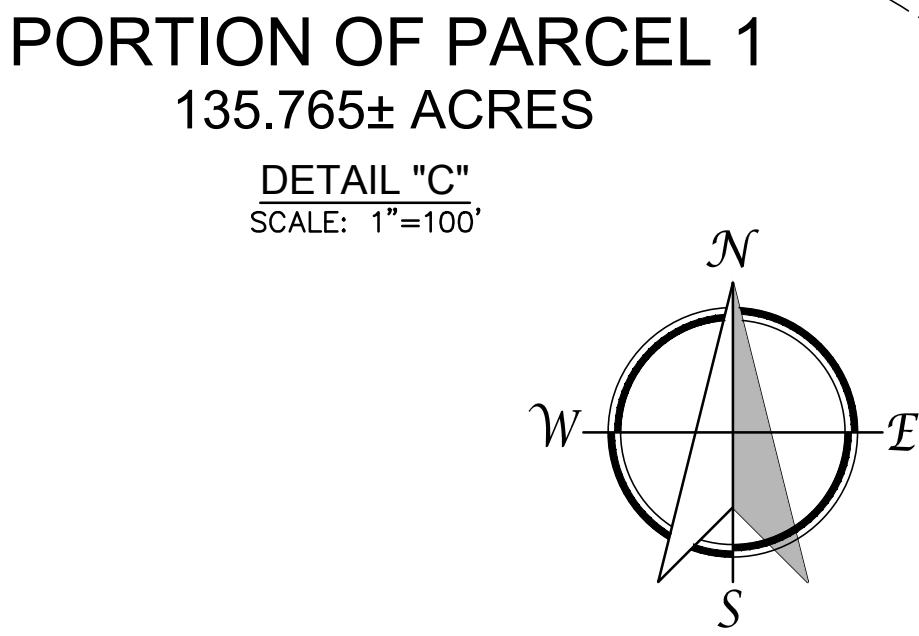
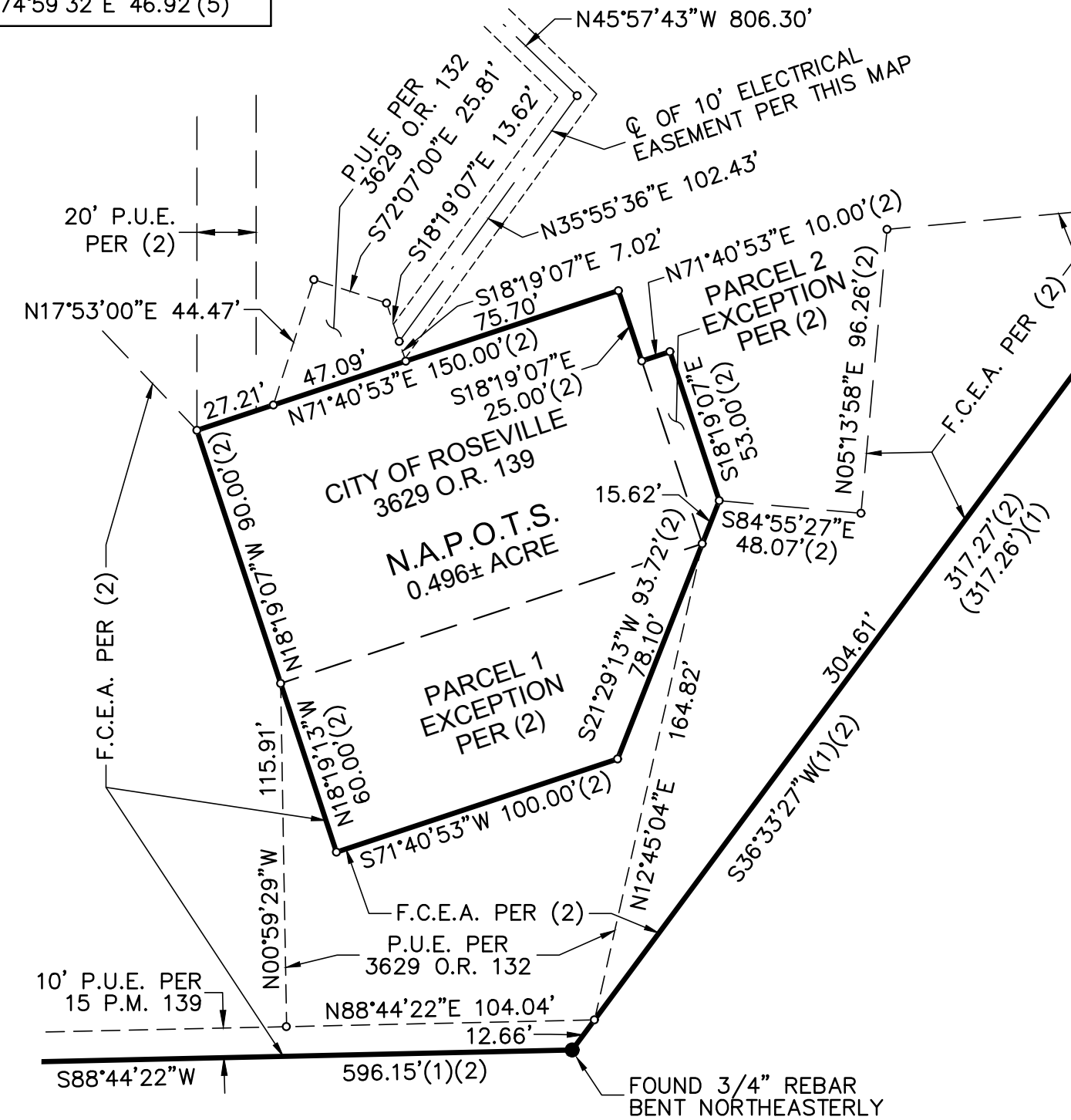
PORTION OF PARCEL 1
2.002± ACRES
(NORTH OF ROSEVILLE PARKWAY - SEE NOTE 1)



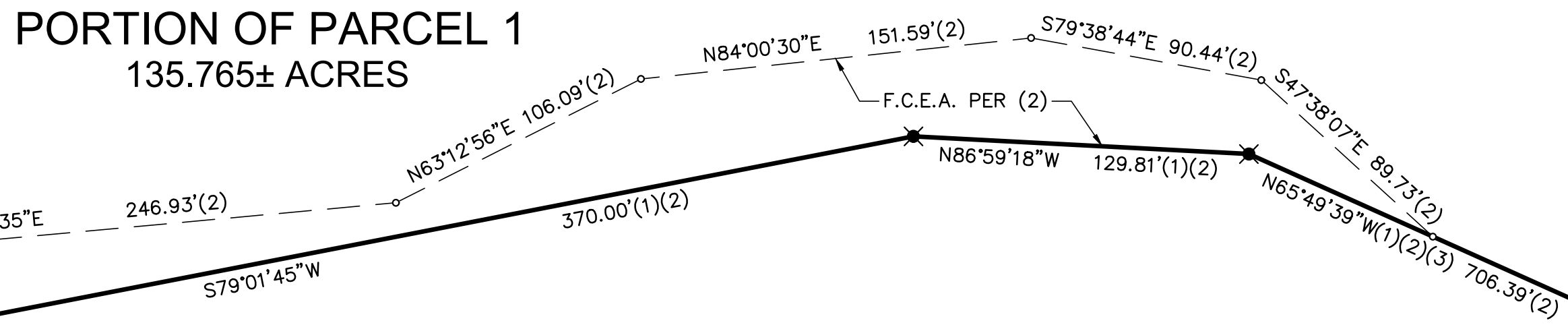


CURVE TABLE									
CURVE #	DELTA	LENGTH	RADIUS	CHORD BEARING & LENGTH	CURVE #	DELTA	LENGTH	RADIUS	CHORD BEARING & LENGTH
C1	11°52'29"	7.25'	35.00'	N84°56'27"E 7.24'(5)	C13	29°43'34"	50.33'	97.00'	S68°43'23"E 49.76'(5)
C2	1°21'48"	24.54'	1031.50'	S89°48'15"E 24.54'(5)	C14	25°47'57"	54.03'	120.00'	S30°42'38"E 53.58'(5)
C3	1°58'10"	33.60'	977.50'	S89°27'40"E 33.60'(5)	C15	35°47'47"	62.48'	100.00'	N33°24'10"E 61.47'(5)
C4	35°44'59"	62.40'	100.00'	S70°36'05"E 61.39'(5)	C16	38°11'10"	46.65'	70.00'	N70°23'38"E 45.79'(5)
C5	28°17'29"	24.69'	50.00'	S38°34'51"E 24.44'(5)	C17	34°11'25"	29.84'	50.00'	S73°25'05"E 29.40'(5)
C6	15°39'07"	40.98'	150.00'	S16°36'33"E 40.85'(5)	C18	44°19'23"	61.89'	80.00'	N54°33'46"W 60.36'(5)
C7	27°17'52"	47.64'	100.00'	N36°23'00"E 47.19'(5)	C19	1°20'19"	1.59'	68.00'	N33°04'14"W 1.59'(5)
C8	14°09'07"	4.94'	20.00'	N57°06'30"E 4.93'(5)	C20	18°41'11"	32.61'	100.00'	S82°59'48"W 32.47'(5)
C9	39°05'30"	81.87'	120.00'	N83°43'48"E 80.29'(5)	C21	1°46'31"	31.05'	1002.00'	N89°33'30"W 31.04'
C10	10°45'09"	191.70'	1021.50'	S84°35'25"E 191.42'(5)	C22	13°43'18"	239.49'	1000.00'	N83°35'06"W 238.91'
C11	34°05'53"	266.62'	448.00'	S72°54'34"E 262.70'(5)	C23	13°14'32"	229.27'	992.00'	N83°20'43"W 228.76'
C12	17°11'17"	47.10'	157.00'	S74°59'32"E 46.92'(5)					

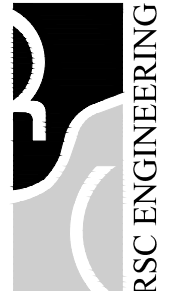
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N81°19'55"E	48.95'(5)
L2	S81°26'24"E	45.30'(5)
L3	S76°43'27"E	28.23'(5)
L4	S68°45'17"E	50.49'(5)
L5	S76°43'27"E	119.33'(5)
L6	S73°40'20"E	150.21'(5)
L7	S83°13'26"E	79.17'(5)
L8	S87°26'49"E	250.24'(5)
L9	S89°57'59"E	43.04'(5)
L10	S66°23'52"E	50.75'(5)
L11	S53°51'36"E	59.61'(5)
L12	N89°38'54"E	49.34'(5)
L13	S82°18'21"E	91.07'(5)
L14	N89°29'13"E	200.89'(5)
L15	N84°41'55"W	50.49'(5)
L16	N76°43'27"W	51.30'(5)
L17	N83°10'02"W	29.27'(5)
L18	N00°26'41"W	30.29'
L19	N00°26'41"W	24.52'
L20	N89°33'15"E	49.16'



NOTE:
SEE SHEET 2 OF 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.



PARCEL MAP OF
HEWLETT PACKARD
AN OFFICE CONDOMINIUM PROJECT
(20 UNITS MAXIMUM)
SUBDIVISION NO. PL17-0212
A PORTION OF PARCEL 1, 34 P.M. 73
LYING IN SECTIONS 20 & 21, T.11 N., R.6 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER
STATE OF CALIFORNIA



FEBRUARY 2018
2250 Douglas Blvd.
Suite 150
Roseville, CA 95661
Ph: 916.788.2884
Fax: 916.788.4408



COUNCIL COMMUNICATION

CC #: 9048
File #: 0400-05

Title: Development Agreement Review 2008-2017
Contact: Brandy LeBeau 916-774-5278 blebeau@roseville.ca.us

Meeting Date: 2/21/2018
Item #:

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council find that the landowners identified in the attached documents have made a good faith effort and are in compliance with the terms and conditions of their respective development agreements during the 2008 to 2017 review period.

BACKGROUND

California Government Code § 65856 authorizes a City and a landowner for a development project, to enter into a development agreement. A development agreement establishes certain development rights and obligations for the property, and may only be amended through mutual consent of the City and the landowner. The City requires development agreements for all significant land use projects including rezones, master plans and specific plans.

California Government Code § 65865.1 and Roseville Zoning Ordinance § 19.84.080 require an annual review of all development agreements. The purpose of the annual review is to identify terms, conditions, and obligations of the development agreements and to ensure responsible parties are in compliance with applicable obligations.

Due to staffing and workload constraints, the annual review for calendar years 2008 to 2017 were not completed. To ensure compliance with the Government Code and Zoning Ordinance, this review consolidates the prior years' reviews into a single comprehensive document.

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. The City reviews all specific plan and master plan development agreements concurrently rather than the anniversary adoption date of individual agreements.

Evaluation

This consolidated review covers currently active development agreements between the City of Roseville and remaining landowners within sixteen sub-areas that have been entitled for urban development, including fourteen Specific Plan areas, and specific projects in the Infill area and North Industrial plan area. The twenty two development agreements and landowners include the following areas:

- Amoruso Specific Plan
 - Brookfield Sunset, LLC and Amoruso Family Living Trust
- Church Street Station (Infill)
 - Riverland Homes Inc.
 - United Mortgage Trust
- Creekview Specific Plan
 - Granite Bay Development II, LLC, Phillips Road 160 Investors Limited Partnership, Phillip Road Land, LLC, J & KD Enterprises, LLC, Soule Investments, LLC, Bennett West Roseville, LLC, Decou West Roseville, LLC, Blue Oaks – Roseville , LP, and Chuang-Hsiung and Yueh-Jing Chuang
- Fiddymment 44 (North Industrial Plan Area)
 - Walaire, Inc. and Meritage Homes
- Longmeadow (North Industrial Plan Area)
 - John Mourier Construction, Inc. and Roseville Technology Park Associates, LLC
- Northeast Roseville Specific Plan
 - Kaiser Hospital
 - Friedman Family LLC
- North Industrial Plan Area - Hewlett-Packard Roseville Campus Master Plan
 - Hewlett Packard Company, BBC Roseville Oaks, LLC and Quality Investment Properties
- Stoneridge Specific Plan
 - Elliott Homes Inc.
- Sierra Vista Specific Plan
 - Barbaccia
 - Baseline P&R, LLC
 - Baybrook Limited Partnership
 - DF Properties, Inc.
 - Mourier Investments, LLC
 - Mourier Investments, LLC & Bagley & Associates, L.P.
 - Mourier Investments, LLC & Computer Reductions, Inc.
 - Mourier Investments, LLC
 - Westbrook (Westpark SV 400, LLC)
 - Westpark (Westpark Federico, LLC and Mourier Investments, LLC and Federico-Tyler Family Limited Partnership)
- West Roseville Specific Plan
 - Fiddymment (Roseville Fiddymment Land Venture, LLC)
 - Westpark (1600 Placer Investors)

The attached development agreement review document identifies all obligations required by each development agreement, and provides a summary of the completed and yet to be completed obligations by respective landowners through December 2017.

The City Council is charged with finding each landowner in or out of compliance with the terms and conditions of the executed development agreements during the reporting cycle. If a landowner is found to be in compliance, the current review is concluded. If a landowner is found not in

compliance, the Council may order the landowner to cure the deficiency within sixty (60) days. Failure to do so may result in the Council modifying or terminating the agreement with the landowner. For the 2008 to 2017 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 begins on January 1, 2018, ending on December 1, 2018.

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 2008 to 2017 Development Agreement review will have no impact on the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b) (3)). The development agreement review does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Brandy LeBeau, Administrative Analyst

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Amoruso Specific Plan DA Review (148.7)

Amoruso Specific Plan DA Review (525.7)

Church Street Station DA Review
Creekview Specific Plan DA Review
NIRSP Fiddymont 44 Property DA Review
NIRSP Hewlett Packard Master Plan DA Review
NIRSP - Longmeadow Property DA Review
NERSP Friedman Family Property DA Review
NERSP Kaiser Foundation Hospitals DA Review
Stoneridge Specific Plan - Elliott Homes DA Review
SVSP Barbaccia DA Review
SVSP Baseline P&R DA Review
SVSP Baybrook Limited Partnership DA Review
SVSP DF Properties DA Review
SVSP Mourier & Bagley and Assoc DA Review
SVSP Mourier and Computer Deductions DA Review
SVSP Mourier and Wealth Properties DA Review
SVSP Mourier Investments DA Review
SVSP Westbrook (Westpark SV) DA Review
SVSP Westpark Federico DA Review
WRSP Fiddymont Land Venture DA Review
WRSP Westpark DA Review

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

Owner Name: Brookfield Sunset, LLC
John Norman
2271 Lava Ridge Court
Roseville, CA 95661

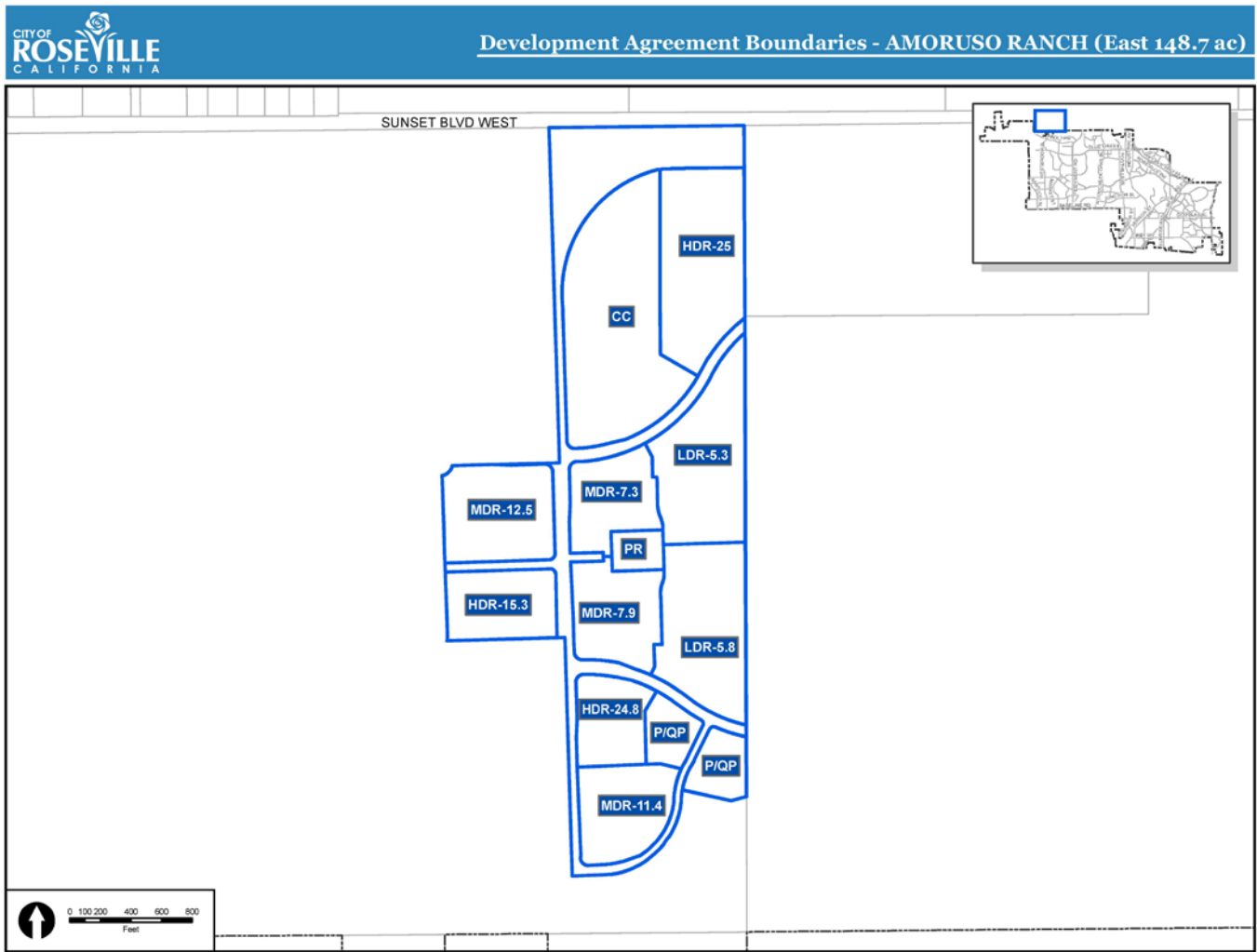
Jennifer M. Amoruso, Successor Trustee of the Amoruso
Family Living Trust Dated March 14, 2005
PO Box 640
Plymouth, CA 95669

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

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Brookfield Sunset, LLC	August 5, 2016	30 Years	5709
Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005	August 5, 2016	30 Years	5709

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

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



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

Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	3.14.9
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to pay its fair share of the cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$351.54. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the Property.
Department	Engineering Division
Status	Completed

Development Agreement Obligations <u>Not Complete</u> as of December 2017					
Section	2.2				
Title	Vested Entitlements				
Obligation	Low Density Residential - 1,302 units on 248.8 acres Medium Density Residential - 542 units on 50.3 acres High Density Residential - 873 units on 38.1 acres Community Commercial - 23.9 acres Community Commercial/Village District - 109 units on 27.3 acres Park – 22.1 acres Open Space – 134.8 acres Open Space (Paseos) – 10.7 acres School – 9.6 acres Public/ Quasi Public – 7.6 acres Urban Reserve – 20.0 acres Right of Way – 52.0 acres NAPOTS (Placer Parkway) 49.2 acres				
Department	Planning Division				
Status	Currently not in development				
Section	2.6				
Title	Affordable Housing				
Obligation	Landowner shall provide 283 units affordable to very low and low-income households 40% for very low and 60% for low income households.				
Department	Housing Department				
Status	Prior to issuance of a building permit for any affordable unit on any parcel within the project, City and landowner shall enter into the Affordable Rental Housing Agreement.				
Section	2.6.1				
Title	Multi Family Affordable Rental Units				
Obligation	2.6.1.1 – 283 affordable rental units will be reserved within the property. 113 units for rental to very low income households and 170 units for rental to low income:				
	Parcel	Total units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	AR-19	230	170	68	102
	AR-44	150	113	45	68
	Total	380	283	113	170
Department	Housing Department				

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

Status	Currently not in development
Section	2.7.1
Title	404 Permit
Obligation	Landowner to obtain from the Army of Corps 404 permit
Department	Engineering Division
Status	Permit in Process
Section	2.7.2
Title	Westbrook Boulevard
Obligation	Landowner obligated to construct Westbrook Bl, including utilities located within or adjacent to Westbrook bl from the point that Westbrook bl reaches the southern boundary of PCL C-51 and C-52.
Department	Engineering Division
Status	Ongoing obligation
Section	2.7.2.2
Title	Preserve Area Establishment and Perpetual Monitoring Phase
Obligation	Landowner requires preservation/creation/restoration of wetland resources within Preserve areas in accordance to the 404 permit. Monitoring phase in accordance with criteria in the 404 permit and City's open space preserve Overarching management plan.
Department	City Manager
Status	404 Permit still processing by the Army Corps.
Section	2.7.5
Title	Facilities Included in 404 Permit
Obligation	1. Mtc access ramps from Westbrook Bl to Preserve area north and south of University Creek 2. Mtc access crossing of University Creek capable of accommodating a 30,000 pd vehicle as part of offsite drainage improvements located West of PCL AR-92 on the AL Johnson Wildlife area to access the SW open space south of the University Creek within the property. 3. Opportunities for passive recreation in the offsite preserve properties for wildlife viewing and a bike trail linking W sunset BL and the Al Johnson Wildlife Area
Department	DS Engineering / Environmental Coordinator
Status	404 Permit still processing by the Army Corps.
Section	2.7.6
Title	Preserve Area Operation and Management Plan Fee
Obligation	Landowner shall pay to City a onetime fee of \$20,000.00. Payment due upon effectuation of the 404 permit and initiation of the establishment monitoring phase management as outlined in City's Open Space Preserve Overarching Management Plan.
Department	City Manager
Status	404 Permit still processing by the Army Corps. If wetland mitigation includes onsite creation, payment trigger is at initiation of establishment monitoring phase. If no onsite creation, payment trigger is upon effectuation of the 404 Permit.
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Except otherwise provided in Section 2.5 of this Agreement, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by applicable City Ordinances.
Department	All Departments
Status	All fees will be collected at time of processing permits and/or development.
Section	3.2

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

Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	In conjunction with each phased Final Map, or as otherwise required by this Agreement, Landowner agree to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense.
Department	Engineering Division
Status	Ongoing obligation
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases 1 through 3 substantially consistent with the Phasing Plan set forth in Exhibit "G" attached hereto. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City Departments. (See DA for specified sub-phased requirements.)
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities Within Rights-of-Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within the easements granted by Landowner to City for such purposes.
Department	Environmental Utilities
Status	Currently not in development
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements set forth in this agreement, the Specific Plan, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement Schedule set forth in Exhibit "BB", and as shown in Exhibit "H".
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.1
Title	Landowner's Obligations
Obligation	Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights, appropriate striping, all necessary drainage improvements including storm water management requirements, fiber optic cable, conduit as set forth in Exhibit "T" and pavement section. Except as provided below in Section 3.5.2, Landowner's frontage obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 112 of the full road section, drainage facilities including storm water management requirements, utilities, street lights, signal interconnect conduits, fiber optic cable conduit as set forth in Exhibit "T", and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, striping, and any additional pavement widening at intersections and driveways to accommodate turn lanes and bus turnouts as may be required by the City Engineer (collectively "Frontage Improvements").
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways

**Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso
Family Living Trust Dated March 14, 2005
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	as set forth in Sections 3.2 and 3.3.1 above. Arterial roadways wholly within and adjacent to the Project are Westbrook Boulevard and Roads B and D east of Westbrook Boulevard.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	West Sunset Boulevard
Obligation	Landowner shall have the obligation to construct improvements to West Sunset Boulevard in unincorporated Placer County immediately-north of the Annexation Area (the "West Sunset Improvements" to a Rural Secondary Roadway standard pursuant to Placer County standards in effect as of the Effective date of the Agreement. The West Sunset Improvements shall be constructed as initial improvements and ultimate improvements, as set forth in Exhibits H-3-A, -B, and -C" hereto: Initially, the West Sunset Improvements shall consist of an all-weather fire access road (emergency vehicle access only) along the future alignment of Westbrook Boulevard from West Sunset Boulevard south to where initial Westbrook Boulevard improvements in the Project have been constructed, including a gate and fencing to restrict public access to the satisfaction of the City Engineer.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4.1
Title	Timing of Dedication and Security for Road Improvements
Obligation	Rights-of-way for the arterial roadways and the NAPOTS Area shall be dedicated as an IOD to the City as set forth in Section 3.2 and 3.3.1, and 'with the recordation of the first Large Lot Map. All other dedications of roadways to the City, shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4.2
Title	Timing of Dedication and Security for Road Improvements
Obligation	Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to arterial roadways and the single collector street in the Project to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the City Engineer.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks

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Obligation	For the roadways within and/or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/or Design Guidelines.
Department	Planning Division
Status	Currently not in development.
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping (consistent with the City's Water Efficient Landscape Ordinance) within the landscape planter, including, street tress (to be trimmed per City standards) located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals as shown on Exhibit "I" and described in the Phasing Plan in Exhibit "I", for which City shall make progress payments to landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, as defined in Section 3.5.2 above.
Department	Public Works Division
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Project, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Project. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective date hereof.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee (Highway 65 JPA Fee). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee

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Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Landowner shall pay, as its fair share on a City-Wide basis for the update of the City's Long ranch Transit Master Plan, Short Range Transit Plan Update and Bicycle Master Plan Update, the amounts of \$4166, \$4998 and \$4166, respectively, prior to the recordation of any Large Lot Final Map on the Property.
Department	Engineering Division and Alternative Transportation Division
Status	Not complete; pending application for large lot map.
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism (the "City-County Traffic Mitigation Fee") for improving certain roads in the City and County, including Baseline road and Walegra Road.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Santucci Boulevard and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the city and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then-undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$215 per DUE (the "Placer County Road Impact Fee") to provide fair share circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard, the extension of Vista Grande Boulevard, the extension of vista Grande boulevard as provided in Section 3.5.14 above, and the West Sunset Boulevard / 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 below.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.17
Title	Transportation Systems Management

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Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance
Department	Alternative Transportation
Status	Currently not in development
Section	3.5.18
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit, Services Guide, Bikeways Map and carpool/vanpool information) to each, new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation Division
Status	Developer's responsibility to provide materials.
Section	3.5.19
Title	Park and Ride Lot
Obligation	Twenty-five (25) park and ride spaces shall be provided on Parcel AR-53, as shown in Exhibit "H".
Department	Alternative Transportation Division
Status	Currently not in development
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities as described in this Section, the Phasing Plan, and as shown in Exhibits "J-1" and "J-2", attached hereto. In the event that the WRSP and/ or CSP has: not constructed sewer facilities necessary to serve the Property, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP and/ or CSP in accordance with Section 4.2.f herein.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.1
Title	Lift Station Sites
Obligation	Landowner shall, at its expense design and construct two sewer lift stations (Parcels AR-56 and AR-57). Landowner shall be responsible for installation of all frontage improvements to Parcels AR-56 and AR-57, including storm drainage, water, wastewater, electric and communication fiber conduit per City standards.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.2
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Construction of such facilities shall be consistent with Exhibits "J-1" and "J-2".
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.3
Title	Improvement Standards
Obligation	All 'Sanitary sewer facilities shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.4
Title	Access to Manholes

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Obligation	Manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Project, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.5
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located. Within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access for maintenance purposes.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.6
Title	Wastewater Facilities for Reimbursement
Obligation	Subject to the-provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties whose property is benefited by Landowner's construction of .wastewater facilities required by City in which there-exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City).
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.7
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for pro rata share, based on acreage (148.7 acres out of 674.4 acres in the ARSP), of all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.1
Title	Placer County Water Agency Supply
Obligation	City is negotiating\with the Placer County Water Agency (PCWA) to acquire an additional treated surface water supply from PCWA via a wholesale water agreement, inclusive of 1,067-acre feet per year ("AFY") to serve the Project. Water obtained from PCWA by City through the wholesale agreement would be delivered to the City through PCWA's Tinker Road Pump Station and Reservoir located in the Sunset Industrial Area of unincorporated Placer County:(the ".Tinker Road Facility'), and then transported through the City's water infrastructure to the Project site. In the interim period before the PCWA infrastructure is in place to provide water to the Project, the Project will be supplied using existing City supplies and water treatment capacity.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.2
Title	Financing of Water Supply
Obligation	To provide the needed surface water supply to serve the Project, and subject to the direction of and at the time City so directs, Landowner is required to participate in the funding of certain PCWA off-site water facilities. Such facilities consist of the future

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	PCW A Ophir Water Treatment Plant ("Ophir WTP"), associated PCWA transmission facilities necessary to wheel treated water to the Tinker Road Facility, and improvements to the PCW A Tinker Road Facility.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.3
Title	Groundwater Well
Obligation	Landowner shall dedicate to City Parcel AR-55 for one (1) groundwater well at the approximate location shown on Exhibit "L" Landowner shall construct frontage improvements for Parcel AR-55, including water, recycled water, wastewater, storm drainage, electric and communication conduit. As shown in Exhibit "L", the well site shall be constructed adjacent to the 24" waterline to be constructed in Road B, and be connected to that 24" water line with a 16" water line. Landowner shall install a test well in a location mutually agreed upon by Landowner and City to determine if the well location utilized meets desired capacity and water quality. If the desired capacity and water quality are confirmed in the test well, Landowner shall be responsible for drilling and completing the production well (but not above ground well improvements such as pumping and treatment facilities) as further described below. City shall be responsible for the construction and costs of above ground production well (topside) improvements such as pumping and treatment facilities.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.4
Title	Water Conservation Measure
Obligation	Landowner and its successors shall implement a Water Conservation Plan included as Exhibit "M" to this Agreement. The Water Conservation Plan shall include compliance with the City's then current Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Project and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of the Environmental Utilities Director prior to issuance of the first building permit.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.5
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner agrees, that the available water supply; as documented in the Water Supply Assessment for the Project, is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the various technical studies completed in connection with the environmental review of the Project.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on-site water facilities and prepared a general design of the water system as shown on Exhibit "N" that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the infrastructure Phasing "Exhibit "BB".
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities as shown on Exhibit "N". In the

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	event that the CSP has not constructed water lines necessary to serve the Project, and it can be demonstrated through the City hydraulic model that the water lines within the CSP are needed to supply water to the Project consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the CSP in accordance with Section 4.2.2 herein.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.3
Title	Water Facilities for Reimbursement
Obligation	There are water facilities to be constructed in the CSP for which Landowner has a construction obligation only if City determines the facilities are required to serve the Project and if Landowner is not obligated to construct, or CSP landowners or other third parties have constructed the facilities, Landowner is obligated to pay its pro-rata share of the costs of such water facilities, as provided in this Section 3.8.3.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.4
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan concurrently with, the construction of the road improvements described in Section 35 of this Agreement, and as generally shown on Exhibit "N". Extensions into the neighborhoods will be completed with development of each neighborhood. Waterline extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's the current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, Landowner and its successor shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential buyer that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the C&Rs for the Property. The disclosure shall describe the location of groundwater, wells and water storage facilities.
Department	Landowner
Status	Developer's responsibility
Section	3.8.8

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Title	Water Service Area Boundary Modification
Obligation	Landowner shall reimburse City for all costs associated with modifying City's service area boundary to include the Project with the U.S. Bureau of Reclamation.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this Section, the Phasing Plan, and as shown in Exhibit "P", attached hereto and made a part hereof...Recycled water shall be used for irrigation of parks and landscape setbacks/medians, paseos adjacent to-collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system as generally shown in Exhibit "P". In the event that the CSP has not constructed recycled water facilities necessary to serve the Project, Landowner shall construct the necessary offsite recycled facilities and obtain reimbursement from the CSP in accordance with Section 4.2.2 herein.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.1
Title	Non Exclusive Public Utility Easement
Obligation	Where the-recycled water facilities are not located within road. Rights of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities; together with access thereto for maintenance purposes only. Easement widths shall be-granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.2.
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties outside the Project whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (Excluding any operational adjustments by the. City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement are shown in Exhibits "Q-1" and "Q-2" and listed in Exhibit "BB". For properties outside of the Specific Plan, Landowner shall submit documentation to the City to justify the requested reimbursement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality. Control Board and State Department of Public Health I documenting the use of recycled water in the Project. Prior to submittal to the State Water Quality Control -Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.

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Department	Environmental Utilities
Status	Currently not in development
Section	3.9.4
Title	Recycled Water Use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for a non-residential buyers.
Department	Landowner
Status	Currently not in development
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use, and Service
Obligation	All private commercial recycled water customers within the Project shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the Project drainage Master Plan (including open space transition areas), the then approved City Improvement Standards, City Storm Water Management program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase Operation and Management Plan and/or City's Preserve Area Overarching Management Plan (whichever Management-Plan is in force at the time). Appropriate aspects of the Low. Impact Development design, hydro modification, and the Flood Control Plan as specified in the Drainage Master Plan and in the Specific Plan.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior-to issuance of any building permit or grading permit, Landowner shall obtain, at its expense; all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game.
Department	Landowner
Status	Landowner to obtain all permits and agreements prior to development.
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Drainage Master Plan and Phasing Plan and with the City's then current Improvement Standards and shall provide laterals to serve 'all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in

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	accordance with the City's Storm Water Management Program and the then current MS4 permit requirements. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for: the installation of above-ground constructed swales. Where constructed swales cross open space, the constructed swales shall be designed and installed in accordance with City's Open Space Preserve Overarching Management Plan to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said constructed swales until such time that the City develops the property, or City accepts the open space dedication.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas-within the 100-year floodplain as shown in Exhibit "S", Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas as shown in Exhibit "Y" and the land use plan for Property, set forth in Exhibit "E".
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for, the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. The City shall not be required to accept or maintain any temporary drainage improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.5
Title	Drainage Improvements and Work Upon City Owned Property
Obligation	The drainage channels shall be generally designed as earthen structures with side slope stabilization and longitudinal slopes that will provide positive storm water flow and minimize standing water. Maintenance vehicle access across the channel in the adjacent open space will generally be located as shown in the Open Space Transition Plan. Access roads, access ramps, fencing and landscaping shall be constructed per City standards. Where access roads cross the channel, such access roads shall be constructed to allow small tractor loader (such as a Bobcat) to pass under the access road: .The channel bottom shall support the wheel loading of maintenance equipment without compromising the integrity and/ or flow line of the channel. The channels and storm water pumps for Road "G" shall be maintained by City with funds from the CFD for Public Services. City may program the use of maintenance access roads for pedestrian use.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.6
Title	Off-Site Monitoring
Obligation	City acknowledges that the existing drainage channel on City's Al Johnson Wildlife Area property is currently subject to overtopping and erosion during storm events. Landowner

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	acknowledges and takes responsibility for erosion impacts to such City owned property that are attributable to an increase in flow onto the Al Johnson Wildlife Area property. With the design of the channel, Landowner shall produce a report and initial investigation to determine the stability of University Creek across City property.
Department	Engineering
Status	Ongoing obligation
Section	3.10.7
Title	Annexation Into Regional Flood Control Program
Obligation	City administers a Regional Flood Control Program within the Pleasant Grove/Curry Creek watershed and collects drainage fees for the future mitigation of volumetric impacts to downstream properties. Landowner acknowledges that as a result of approval of the Project; City shall need to update the Regional Flood Control Program and the Drainage Mitigation Fee in order to annex the Plan Area into the Regional Flood Control Program benefit area. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective. Date of the Agreement. Until such update has been completed and approved by City, Landowner agrees to pay the then current Drainage Mitigation Fee. When a new Drainage Mitigation Fee is adopted, Landowner shall pay the new Drainage Mitigation Fee for all DUEs for which building permits have not yet been issued.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section, the Phasing Plan and as shown in Appendix "B" of the Dry Utility Plan for the Project.
Department	Electric
Status	Currently not in development
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	For purposes of this section, "on-site" means within the Property. Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kV electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of on-site 12kV electric distribution facilities in accordance with final on-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications.
Department	Electric
Status	Currently not in development
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	For purposes of this section, "off-site" means outside of the Project. Concurrently with the construction of any phase of the Project, Landowner agrees to construct or finance the construction of off- site 12kV electric distribution facilities as directed by the Electric Utility Director: Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications.
Department	Electric
Status	Currently not in development
Section	3.11.3
Title	CSP Electric Substation

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Obligation	Pursuant to the development agreement in the CSP, CSP landowners are required to dedicate to City, grade and provide access to a parcel in the CSP (designated Parcel C-81 in the Specific Plan) for an electric substation to serve the CSP (the "Substation Site"), Under the development agreement between CSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500 th residential building permit, or combination of building permits, in the CSP.
Department	Electric
Status	Currently not in development
Section	3.11.4
Title	60kV Disclosure.
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the existing 60 kV easement areas shown on Exhibit "U" and the future 60kV easement line on the east side of Westbrook. Boulevard and the southern Project boundary along Road A that the City may utilize the public utility easements-to construct, 60kV overhead electric.
Department	Electric
Status	Currently not in development
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department Streetlights shall meet Roseville Electric's specifications for residential and/ or, commercial construction in effect at the time the construction improvement plans are approved-and issued by the City.
Department	Electric
Status	Currently not in development
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following: energy efficiency and load management requirements are hereby established: 1. All-residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 18 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12.5 or greater. The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 18 points, and an EER rating of 12.5 or greater will be specified on building plans and Title 24 compliance certificates-at the time building-permits are requested. If Title 24 of the Code of California Regulations in effect at-the time of request for building permits requires higher SEER or EER ratings, residential units in the ,Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance: calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. All commercial air conditioning units 5 tons or less (<65,000 btu/h) shall meet the current Consortium for Energy Efficiency (CCEE"). Tied specifications. The SEER/EER

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	ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. 3. Every garage of each Low Density Residential and Medium Density, Residential unit must be considered "electric vehicle ready" which includes, but is not limited to, a 3/4" conduit raceway to a spare electric box in the garage that is sized for a future 40-amp, 220-volt outlet. A 40-amp, 220-volt breaker space shall be made available at the residential unit's electrical panel.
Department	Electric
Status	Currently not in development
Section	3.12
Title	Parks, Open Space, and Bike Trails
Obligation	Landowner shall dedicate to City a total of 22.1 acres of active park land and 134.8 acres of open space lands, and 10.7 acres of paseos, pay fees for construction of park improvements, trail improvements, construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit "V", and install communication conduit to each park site per City standards.
Department	Parks and Alternative Transportation Department
Status	Currently not in development
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 22.14 acres of active neighborhood parkland, and 134.8 acres of open space. The following seven park parcels, and twenty-eight open space parcels shall be dedicated to City as described below and shown in Exhibit "V".
Department	Parks Department
Status	Currently not in development
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees and in lieu park fees established for the Property in the Project's Parks, Bike Trails and Paseos Financing Plan ("Parks Financing Plan," Exhibit "W").
Department	Parks Department
Status	Currently not in development
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees.
Department	Parks Department
Status	Currently not in development
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services ("Services CFD") District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the neighborhood parks, streetscapes, and paseos.
Department	Finance Department
Status	Nothing formed yet, Currently not in development
Section	3.12.3

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Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$2,900 per Low Density Residential unit, \$2,478 per Medium Density Residential unit, and \$2,055 per High Density Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund.
Department	Parks Department and Building Division
Status	Currently not in development
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping); which include curb gutter, and stub utilities for the park site, subject to direction from City on the location of such utility, stubs. At the time Landowner install infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner.
Department	Parks Department
Status	Currently not in development
Section	3.12.4
Title	City Wide Park Fee
Obligation	Upon issuance of each residential building; permit within the Project, Landowner shall pay a City Wide park fee (the "City-Wide Park Fee") to fund the construction of City-Wide park facilities in the City. The City Wide Park Fee, as described in Section 3.12.5 below, shall be \$1,670 per Low Density Residential unit, \$1,426 per Medium Density Residential unit, and \$1,183 per High Density Residential unit (but excluding carriage units, which shall not pay City Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department
Status	Currently not in development
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a citywide park in-lieu fee for the land dedication component of the Project's City-Wide Park obligation (the 1/City Wide Park In-Lieu Fee;'), upon the issuance of each residential building permit within the Project, to fund improvements to the City-Wide park in the WRSP or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,215 per Low Density Residential unit, \$1,038 per Medium Density Residential unit, and \$861 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department
Status	Currently not in development
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Project are located on modified primary residential streets with street side paseos in the ARSP, consistent with the Specified Plan and Design Guidelines, and include a 10-foot wide Class 1A bikeway.
Department	Parks and Alternative Transportation Department

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Status	Currently not in development
Section	3.12.7
Title	Bike Trail Construction
Obligation	The ARSP's Class 1 bike trails are only located either adjacent to drainage ways, an open space-fronting roadway, or along a P/QP parcel in the Specific Plan. Landowner shall design, secure necessary permits, and construct certain Class-1 bike trail improvements within the property as shown on Exhibit "X" (the "Bikeway Master Plan") and as further described below: As more fully set forth in Exhibit "BB" hereto, the ARSP's Class I bike trails shall be constructed in the following segments unless otherwise jointly agreed to by City and Landowner.
Department	Alternative Transportation
Status	Currently not in development
Section	3.12.8
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and Citywide parks and 'open space related to development of the Property.
Department	Parks Department
Status	Currently not in development
Section	3.12.9
Title	Open Space Preserve Areas
Obligation	Landowner shall obtain from the Army Corps, a 404 Permit to fill wetland resources in conjunction with development of the Property. It is anticipated that the 404 Permit will include a condition that requires the preservation of certain environmental habitat.
Department	Parks Department
Status	Currently not in development
Section	3.12.9.1
Title	Conveyance of Open Space Preserve Area
Obligation	Upon the satisfaction by Landowner of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring Phase Public Services CFD as described in Sections 2.7.3, 2.7.4 and 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, outfalls, bike trail grading, flood control facilities, open space perimeter fencing as may be required by the 404 Permit, maintenance access ramps, and water quality features, Landowner shall convey to the City, in accordance with the City's Open Space Preserve Overarching Management Plan, and City shall accept, in fee, the property comprising the Open Space Preserve Area shown in Exhibit "Y".
Department	Parks Department
Status	Currently not in development
Section	3.12.9.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping/ irrigation.
Department	Parks Department
Status	Currently not in development
Section	3.13
Title	School Fee Agreements

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Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District (collectively "the Districts"), to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements.
Department	School Districts
Status	Landowner responsible to enter into a written agreement with school districts.
Section	3.14.1
Title	Fire Tax Equivalent Fee
Obligation	The Fire Service Construction Tax set forth in Chapter 4.46 of the Roseville Municipal Code is no longer in effect. Landowner or its respective successors shall pay a fee equal in amount to the discontinued Fire Service Construction Tax at issuance of building permit. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department
Status	Currently not in development
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	In consideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Currently not in development
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52).
Department	Building Division
Status	Currently not in development
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner, upon the issuance of each residential building permit within the Project, shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$1,280. The Public Benefit Fee for each high density residential unit shall be \$845.
Department	Building Division
Status	Currently not in development
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances; special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current

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	preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner shall provide and install signage at the following public facility sites to alert residents of future facilities: fire station site (AR-54), well site (AR-55), two sewer lift station sites (AR-56 and AR-57), park sites (AR-60, AR-61, AR-62, AR-63, AR-64, AR-66, AR-67), solid waste recycling site (AR-55), bike trails where they will abut residential property, the NAPOTS Area (where it abuts residential land uses), and the school site (AR-50), per City specifications and applicable sign permits.
Department	Fire Department, Environmental Utilities, Parks Department and Alternative Transportation
Status	Currently not in development
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Parks and Libraries Department
Status	Currently not in development
Section	3.14.7
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed: Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.14.8
Title	Weed Abatement on P /OP Parcels
Obligation	Prior to dedication of any P / QP parcel to City, Landowner shall maintain such P / QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Currently not in development
Section	3.14.10
Title	Solid Waste Recycling Site (AR-55)
Obligation	Landowner shall be responsible to grade Parcel AR-55, and provide Parcel AR-55 to City without environmental or other constraints as provided in this Agreement. At Landowner's expense, all site grading shall be completed prior to the dedication of the solid waste recycling site to City consistent with City's Grading Ordinance. Where retaining walls are required, the retaining wall shall be a split-faced keystone style wall or comparable quality and design, to be installed by Landowner. This work shall be

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	completed with the construction of the roadway fronting Parcel AR-55.
Department	Environmental Utilities
Status	Currently not in development
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	In process
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	Landowner
Status	Acknowledges waiver for development
Section	3.17.1
Title	Formation
Obligation	Landowner and City may form a Community Facilities District or Districts for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Property ("Project CFD(s)"). If requested by Landowner, City and Landowner, shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible. Improvements") within and associated with the Project, including those improvements which will mitigate impacts of the Project upon areas inside and outside of the Project, and will be owned, operated and maintained by the City or another public agency. 3.17.1.1 Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds. 3.17.1.2 If Landowner desires to pursue a Community Facilities District, City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner further agree that, with the consent of Landowner or their successor(s) in interest, and to the extent

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	permitted by law, the City agrees to the following: • Maximum annual taxes for residential units shall not exceed 2.00% of the assessed valuation. • Special tax to be levied for as long as needed to service the principal and interest on bond debt, and pay any additional authorized facilitates not reimbursed with bond proceeds in the funding. • City shall not unreasonably deny the max annual tax escalating 2% per year. • Include development impact fees for public improvements. • City shall consider a reasonable interest component for any authorized facilitates reimbursed with pay as you go provided for in the funding, construction and acquisition agreement. • Landowner may utilize the statewide community infrastructure program for eligible impact fees. • Landowner may utilize a phased bond sale(s). • Landowner may utilize private placement of bonds. • If CFD's are formed, allowance for the transfer of the assigned special tax from one large lot parcel to another (with certain criteria listed in 3.17.1.2.j). 3.17.1.3 Concurrent with any formation of a CFD, Landowner and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/ acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Nothing formed yet, currently not in development.
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	Currently not in development.
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision

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	Ordinance). Provided however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFO Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director.
Department	Engineering Division
Status	Currently not in development.
Section	3.19.1.1
Title	Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District Public Services has been formed to include the Property ("Public Services CFD"). Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of street frontage and median landscaping, open space and neighborhood parks.
Department	Building Division and Finance Department
Status	Nothing formed yet, currently not in development
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain Paseos and Sidewalks along collector streets and primary residential streets, medians, and landscape corridors and all masonry walls; 3.19.2.4 Maintain bikeways, signs and benches 3.19.2.5 Maintain City and neighborhood entry features within the property, public right of way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for open space preserve areas; 3.19.2.8 Maintain all water quality structural controls, storm management facilities within RoW's and open spaces; 3.19.2.9 Maintain flood control and drainage facilities including storm water channels, storm water pump stations, detention basins and created wetlands; 3.19.2.10 Maintain open space including general mtc, signage and city owned fenced mtc, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain replacement reserve fund for repair and replacement of entry features, signage, lighting, and other special features including park features and structures; 3.19.2.13 Maintain bus shelters, bus stops, the park and ride lot and bus signs; 3.19.2.14 Maintain the NAPOTS area referenced in section 3.3.1
Department	Alternative Transportation; Parks
Status	Not formed yet, currently not in development.
Section	3.19.3

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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 or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Currently not in development.
Section	3.20.1.1
Title	Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District - Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq.
Department	Finance Department and Building Division
Status	Not formed yet, currently not in development
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the Project's impact on City general fund resources available to pay for municipal services citywide, including the Project. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Not annexed in yet, Currently not in development.
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Currently not in development.
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD' s to Landowner or City oi their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Currently not in development.
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards, the State Water Quality Control Board SWP3 requirements, and the State General Construction Permit. It is the Landowners responsibility to meet all criteria of any outside agency for grading adjacent to or within the Open Spaces.
Department	Engineering Division
Status	Currently not in development.
Section	3.22.1

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Title	Contour Grading Plan
Obligation	Landowner shall submit a contour grading plan (the "Preliminary Contour Grading Plan") for City review and acceptance for the overall Project concurrently with the application for the first residential small lot tentative subdivision map in the Project. The Preliminary Contour Grading Plan shall serve as an information tool to demonstrate how the overall earth work for the Project will balance and coincide with future improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the ARSP. Landowner shall dedicate to City a 3.02 acre site (AR54) for use as a fire station (the "Fire Station Site") at the location shown in the ARSP and as shown in Exhibit "E" attached hereto. The net buildable area (i.e., an area of land which may be fully and completely utilized for structures and other improvements) shall be no less than 3.0 acres.
Department	Finance and Fire Department
Status	Currently not in development.
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: Refer to DA for requirements (page 69).
Department	Landowners
Status	Developer's responsibility.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to; the well, sewer lift stations, pumping stations, aquifer storage and recovery facilities, and public facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, City Engineer, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Landowner and appropriate departments
Status	Currently not in development. No electric sites in ARSP.
Section	3.26
Title	Masonry Walls
Obligation	Landowner agrees to construct masonry walls, a minimum of 6-feet high, between the future Placer Parkway right-of-way (the NAPOTS Area) where Low Density Residential land uses about the future Placer Parkway right-of-way, and prior to the occupancy of such residential land uses.
Department	Engineering Division and Landowner
Status	Currently not in development.
Section	3.27

**Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso
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Title	Reimbursement to West Roseville Specific Plan
Obligation	Refer to Da for reimbursement details (Page 72)
Department	Finance/Development Services
Status	Currently not in development.
Section	3.28
Title	Reimbursement to Creekview Specific Plan
Obligation	Refer to Da for reimbursement details (Page 75)
Department	Finance/Development Services
Status	Currently not in development.
Section	3.29
Title	Reimbursements to Third Parties
Obligation	In the event that third parties construct sewer; water and/ or recycled facilities in Westbrook Boulevard through the Property, and/or the ARSP fire station site, that are either required of or by Landowner or for which Landowner has responsibility for a pro-rata share, Landowner shall provide reimbursement to third parties for Landowner's share of the costs of such improvements as set forth in this Section 3.29.
Department	Finance/Development Services
Status	Currently not in development.
Section	5.2
Title	Annual Review
Obligation	Annual review every 12 months per Roseville Municipal Code Chapter 19.84
Department	Development Services
Status	Completed annually

**Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso
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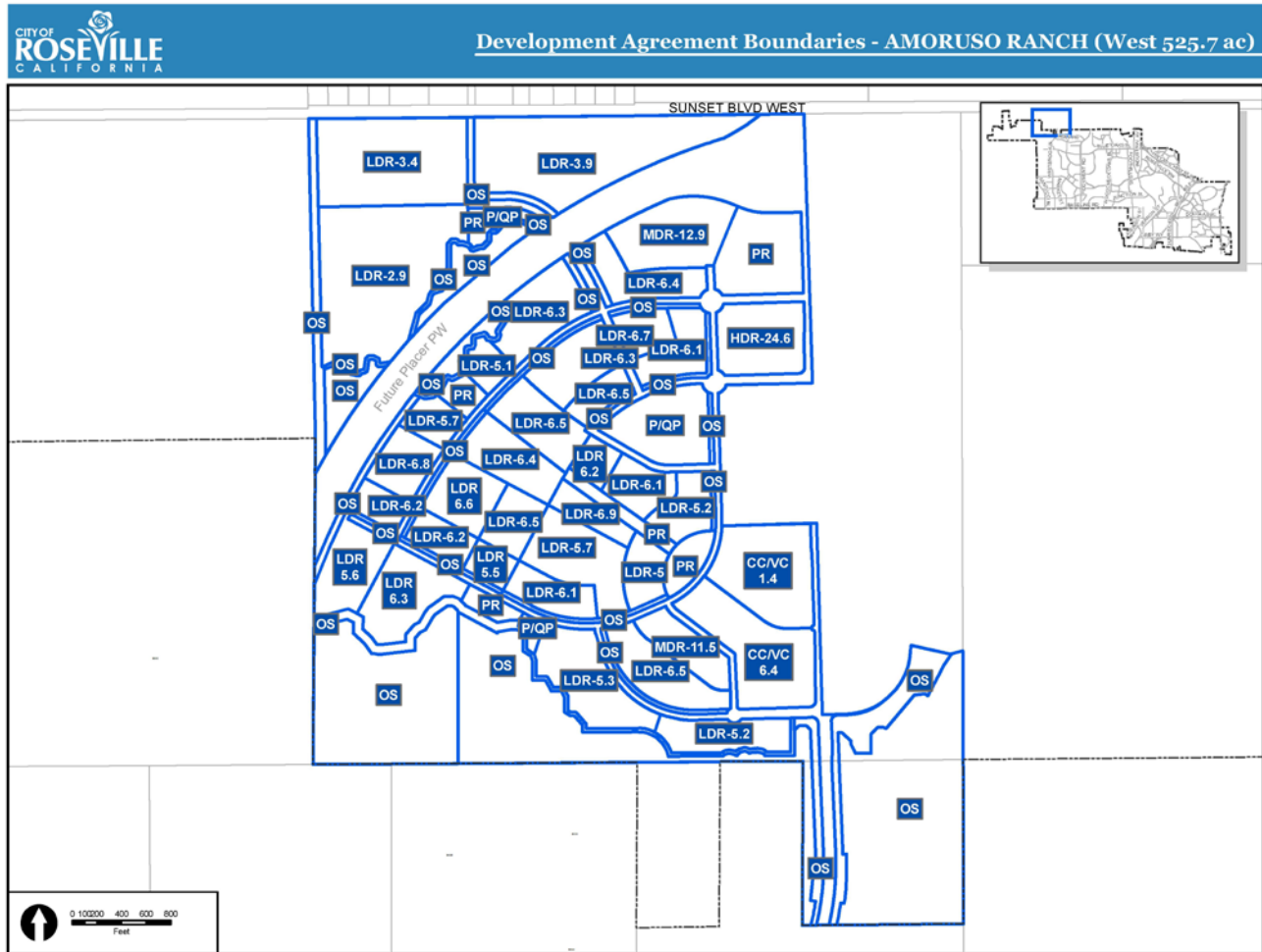
Owner Name: Brookfield Sunset, LLC
John Norman
2271 Lava Ridge Court
Roseville, CA 95661

Jennifer M. Amoruso, Successor Trustee of the Amoruso
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

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 2017	
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on-site water facilities and prepared a general design of the water system as shown on Exhibit "N" that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the infrastructure Phasing "Exhibit "BB".
Department	Environmental Utilities
Status	Done
Section	3.14.9
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to pay its fair share of the cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$351.54. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the Property.
Department	Engineering Division
Status	Complete

Development Agreement Obligations <u>Not Complete</u> as of December 2017	
Section	2.2
Title	Vested Entitlements
Obligation	Low Density Residential - 1,302 units on 248.8 acres Medium Density Residential - 542 units on 50.3 acres High Density Residential - 873 units on 38.1 acres Community Commercial - 23.9 acres Community Commercial/Village District - 109 units on 27.3 acres Park – 22.1 acres Open Space – 134.8 acres Open Space (Paseos) – 10.7 acres School – 9.6 acres Public/ Quasi Public – 7.6 acres Urban Reserve – 20.0 acres Right of Way – 52.0 acres NAPOTS (Placer Parkway) 49.2 acres
Department	Planning Division
Status	Currently not in development
Section	2.6
Title	Affordable Housing
Obligation	Landowner shall provide 283 units affordable to very low and low-income households 40% for very low and 60% for low income households.
Department	Housing Department
Status	Prior to issuance of a building permit for any affordable unit on any parcel within the project, City and landowner shall enter into the Affordable Rental Housing Agreement.
Section	2.6.1
Title	Multi Family Affordable Rental Units

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Obligation	2.6.1.1 – 283 affordable rental units will be reserved within the property. 113 units for rental to very low income households and 170 units for rental to low income:				
	Parcel	Total units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	AR-19	230	170	68	102
	AR-44	150	113	45	68
	Total	380	283	113	170
Department	Housing Department				
Status	Currently not in development				
Section	2.7.1				
Title	404 Permit				
Obligation	Landowner to obtain from the Army of Corps 404 permit.				
Department	Engineering Division				
Status	Permit in Process				
Section	2.7.2				
Title	Westbrook Boulevard				
Obligation	Landowner obligated to construct Westbrook BL, including utilities located within or adjacent to Westbrook bl from the point that Westbrook bl reaches the southern boundary of PCL C-51 and C-52.				
Department	Engineering Division				
Status	Ongoing obligation				
Section	2.7.2.2				
Title	Preserve Area Establishment and Perpetual Monitoring Phase				
Obligation	Landowner requires preservation/creation/restoration of wetland resources within Preserve areas in accordance to the 404 permit. Monitoring phase in accordance with criteria in the 404 permit and City's open space preserve Overarching management plan.				
Department	City Manager				
Status	404 Permit still in processing by the Army Corps				
Section	2.7.5				
Title	Facilities Included in 404 Permit				
Obligation	1. Mtc access ramps from Westbrook BL to Preserve area north and south of University Creek 2. Mtc access crossing of University Creek capable of accommodating a 30,000 pd vehicle as part of offsite drainage improvements located West of PCL AR-92 on the AL Johnson Wildlife area to access the SW open space south of the University Creek within the property. 3. Opportunities for passive recreation in the offsite preserve properties for wildlife viewing and a bike trail linking W sunset BL and the Al Johnson Wildlife Area				
Department	Engineering Department/ Environmental Coordinator				
Status	404 Permit still processing by the Army Corps				
Section	2.7.6				
Title	Preserve Area Operation and Management Plan Fee				
Obligation	Landowner shall pay to City a onetime fee of \$20,000.00. Payment due upon effectuation of the 404 permit and initiation of the establishment monitoring phase management as outlined in City's Open Space Preserve Overarching Management Plan.				
Department	Engineering Department/ Environmental Coordinator				
Status	404 Permit still processing by the Army Corps. If wetland mitigation includes onsite				

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	creation, payment trigger is at initiation of establishment monitoring phase. If no onsite creation, payment trigger is upon effectuation of the 404 Permit.
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Except otherwise provided in Section 2.5 of this Agreement, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by applicable City Ordinances.
Department	All Departments
Status	All fees will be collected at time of processing permits and/or development.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	In conjunction with each phased Final Map, or as otherwise required by this Agreement, Landowner agree to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense.
Department	Engineering Division
Status	Ongoing obligation
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases 1 through 3 substantially consistent with the Phasing Plan set forth in Exhibit "G" attached hereto. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City Departments. (See DA for specified sub-phased requirements.)
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities Within Rights-of-Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within the easements granted by Landowner to City for such purposes.
Department	Environmental Utilities
Status	Currently not in development
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements set forth in this agreement, the Specific Plan, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement Schedule set forth in Exhibit "BB", and as shown in Exhibit "H".
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.1
Title	Landowner's Obligations
Obligation	Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights, appropriate striping, all necessary drainage improvements including storm water management requirements, fiber optic cable, conduit as set forth in Exhibit "T" and pavement section. Except as provided below in : Section 3.5.2, Landowner's frontage obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 112 of the full road section, drainage facilities including storm water management requirements, utilities, street lights, signal interconnect conduits, fiber optic cable conduit as set forth in Exhibit "T", and eighteen feet (18') of asphalt

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	pavement adjacent to the property, including aggregate base and sub-base, striping, and any additional pavement widening at intersections and_ driveways to accommodate turn lanes and bus turnouts as may be required by the City Engineer (collectively "Frontage Improvements").
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways as set forth in Sections 3.2 and 33.1above. Arterial roadways wholly within and adjacent to the Project are Westbrook Boulevard and Roads B and D east of Westbrook Boulevard.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	West Sunset Boulevard
Obligation	Landowner shall have the obligation to construct improvements to West Sunset Boulevard in unincorporated Placer County immediately-north of the Annexation Area'(the "West Sunset Improvements" to a Rural Secondary Roadway standard pursuant to Placer County standards in effect as of the Effective date of the Agreement. The West Sunset Improvements shall be constructed as initial improvements and ultimate improvements, as set forth in Exhibits H-3-A, -B, and -C" hereto: Initially, the West Sunset Improvements shall consist of an all-weather fire access road (emergency vehicle access only) along the future alignment of Westbrook Boulevard from West Sunset Boulevard south to where initial Westbrook Boulevard improvements in the Project have been constructed, including a gate and fencing to restrict public access to the satisfaction of the City Engineer.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4.1
Title	Timing of Dedication and Security for Road Improvements
Obligation	Rights-of-way for the arterial roadways and the NAPOTS Area shall be dedicated as an IOD to the-City as set forth in Section; 3.2 and 3.3.1, and 'with the recordation of the first Large Lot Map. All other dedications of roadways to the City, shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4.2
Title	Timing of Dedication and Security for Road Improvements
Obligation	Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to arterial roadways and the single collector street in the Project to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards

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Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the City Engineer.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/or Design Guidelines.
Department	Planning Division
Status	Currently not in development
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping (consistent with the City's Water Efficient Landscape Ordinance) within the landscape planter, including, street tress (to be trimmed per City standards) located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals as shown on Exhibit "I" and described in the Phasing Plan in Exhibit "I", for which City shall make progress payments to landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, as defined in Section 3.5.2 above.
Department	Public Works Division
Status	Currently not in development
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Project, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Project. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective date hereof.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee (Highway 65 JPA Fee). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer

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	Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Landowner shall pay, as its fair share on a City-Wide basis for the update of the City's Long ranch Transit Master Plan, Short Range Transit Plan Update and Bicycle Master Plan Update, the amounts of \$4166, \$4998 and \$4166, respectively, prior to the recordation of any Large Lot Final Map on the Property.
Department	Engineering Division and Alternative Transportation Division
Status	Not complete; pending application for large lot map.
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism (the "City-County Traffic Mitigation Fee") for improving certain roads in the City and County, including Baseline road and Walegra Road.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Santucci Boulevard and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the city and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then-undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$215 per DUE (the "Placer County Road Impact Fee") to provide fair share circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard, the extension of Vista Grande Boulevard, the extension of vista Grande boulevard as provided in Section 3.5.14 above, and the West Sunset Boulevard / Fiddymont Road intersection. The Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16

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Title	Fee Credits/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway- improvements that are included in City's roadway capital improvement program ("Roadway CIP") and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.17
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Currently not in development
Section	3.5.18
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit, Services Guide, Bikeways Map and carpool/ vanpool information) to each, new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation Division
Status	Currently not in development
Section	3.5.19
Title	Park and Ride Lot
Obligation	Twenty-five (25) park and ride spaces shall be provided on ParcelAR-53, as shown in Exhibit "H".
Department	Alternative Transportation Division
Status	Currently not in development
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities as described in this Section, the Phasing Plan, and as shown in Exhibits "J-1" and "J-2", attached hereto. In the event that the WRSP and/ or CSP has: not constructed sewer facilities necessary to serve the Property, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP and/ or CSP in accordance with Section 4.2.f herein.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.1
Title	Lift Station Sites
Obligation	Landowner shall, at its expense design and construct two sewer lift stations (Parcels AR-56 and AR-57). Landowner shall be responsible for installation of all frontage improvements to Parcels AR-56 and AR-57, including storm drainage, water, wastewater, electric and communication fiber conduit per City standards.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.2
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Construction of such facilities shall be consistent with Exhibits "J-1" and "J-2".
Department	Environmental Utilities
Status	Currently not in development

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Section	3.6.3
Title	Improvement Standards
Obligation	All Sanitary sewer facilities shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.4
Title	Access to Manholes
Obligation	Manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Project, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.5
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located. Within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access for maintenance purposes.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.6
Title	Wastewater Facilities for Reimbursement
Obligation	Subject to the-provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties whose property is benefited by Landowner's construction of .wastewater facilities required by City in which there-exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City).
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.7
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for pro rata share, based on acreage (148.7 acres out of 674.4 acres in the ARSP), of all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.1
Title	Placer County Water Agency Supply
Obligation	City is negotiating with the Placer County Water Agency (PCWA) to acquire an additional treated surface water supply from PCWA via a wholesale water agreement, inclusive of 1,067-acre feet per year ("AFY") to serve the Project. Water obtained from PCWA by City through the wholesale agreement would be delivered to the City through

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	PCWA's Tinker Road Pump Station and Reservoir located in the Sunset Industrial Area of unincorporated Placer County;(the "Tinker Road Facility"), and then transported through the City's water infrastructure to the Project site. In the interim period before the PCWA infrastructure is in place to provide water to the Project, the Project will be supplied using existing City supplies and water treatment capacity.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.2
Title	Financing of Water Supply
Obligation	To provide the needed surface water supply to serve the Project, and subject to the direction of and at the time City so directs, Landowner is required to participate in the funding of certain PCWA off-site water facilities. Such facilities consist of the future PCW A Ophir Water Treatment Plant ("Ophir WTP"), associated PCWA transmission facilities necessary to wheel treated water to the Tinker Road Facility, and improvements to the PCW A Tinker Road Facility.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.3
Title	Groundwater Well
Obligation	Landowner shall dedicate to City Parcel AR-55 for one (1) groundwater well at the approximate location shown on Exhibit "L" Landowner shall construct frontage improvements for Parcel AR-55, including water, recycled water, wastewater, storm drainage, electric and communication conduit. As shown in Exhibit "L", the well site shall be constructed adjacent to the 24" waterline to be constructed in Road B, and be connected to that 24" water line with a 16" water line. Landowner shall install a test well in a location mutually agreed upon by Landowner and City to determine if the well location utilized meets desired capacity and water quality. If the desired capacity and water quality are confirmed in the test well, Landowner shall be responsible for drilling and completing the production well (but not above ground well improvements such as pumping and treatment facilities) as further described below. City shall be responsible for the construction and costs of above ground production well (topside) improvements such as pumping and treatment facilities.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.4
Title	Water Conservation Measure
Obligation	Landowner and its successors shall implement a Water Conservation Plan included as Exhibit "M" to this Agreement. The Water Conservation Plan shall include compliance with the City's then current Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Project and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of the Environmental Utilities Director prior to issuance of the first building permit.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.5
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner agrees, that the available water supply; as documented in the Water Supply Assessment for the Project, is sufficient to serve .all phases of the Project. This determination was the conclusion of a review of the various technical studies completed in connection with the environmental review of the Project.

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Department	Environmental Utilities
Status	Currently not in development
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities as shown on Exhibit "N". In the event that the CSP has not constructed water lines necessary to serve the Project, and it can be demonstrated through the City hydraulic model that the water lines within the CSP are needed to supply water to the Project consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the CSP in accordance with Section 4.2.2 herein.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.3
Title	Water Facilities for Reimbursement
Obligation	There are water facilities to be constructed in the CSP for which Landowner has a construction obligation only if City determines the facilities are required to serve the Project and if Landowner is not obligated to construct, or CSP landowners or other third parties have constructed the facilities, Landowner is obligated to pay its pro-rata share of the costs of such water facilities, as provided in this Section 3.8.3.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.4
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan concurrently with, the construction of the road improvements described in Section 35 of this Agreement, and as generally shown on Exhibit "N". Extensions into the neighborhoods will be completed with development of each neighborhood. Waterline extensions shall be sequenced to assure looped systems in all developing area, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located -within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's the current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, Landowner and its successor shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential buyer that the Property will be served by both surface water and groundwater supplies and that variations in the

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	appearance, taste and color of water may be noticed from time to time and include such disclosure in the C&Rs for the Property. The disclosure shall describe the location of groundwater, wells and water storage facilities.
Department	Landowner
Status	Developer's responsibility
Section	3.8.8
Title	Water Service Area Boundary Modification
Obligation	Landowner shall reimburse City for all costs associated with modifying City's service area boundary to include the Project with the U.S. Bureau of Reclamation.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this Section, the Phasing Plan, and as shown in Exhibit "P", attached hereto and made a part hereof. Recycled water shall be used for irrigation of parks and landscape setbacks/medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system as generally shown in Exhibit "P". In the event that the CSP has not constructed recycled water facilities necessary to serve the Project, Landowner shall construct the necessary offsite recycled facilities and obtain reimbursement from the CSP in accordance with Section 4.2.2 herein.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.1
Title	Non Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road. Rights of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities; together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.2.
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties outside the Project whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (Excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement are shown in Exhibits "Q-1" and "Q-2" and listed in Exhibit "BB". For properties outside of the Specific Plan, Landowner shall submit documentation to the City to justify the requested reimbursement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to

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	and review by the State Regional Water Quality. Control Board and State Department of Public Health I documenting the use of recycled water in the Project. Prior to submittal to the State Water Quality Control -Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.4
Title	Recycled Water Use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for a non-residential buyers.
Department	Landowner
Status	Developer's responsibility
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use, and Service
Obligation	All private commercial recycled water customers within the Project shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the Project drainage Master Plan (including open space transition areas), the then approved City Improvement Standards, City Storm Water Management program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase Operation and Management Plan and/or City's Preserve Area Overarching Management Plan (whichever Management-Plan is in force at the time). Appropriate aspects of the Low. Impact Development design, hydro modification, and the Flood Control Plan as specified in the Drainage Master Plan and in the Specific Plan.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior-to issuance of any building permit or grading permit, Landowner shall obtain, at its expense; all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game.
Department	Landowner
Status	Landowner to obtain all permits and agreements prior to development.
Section	3.10.2
Title	Storm Drains

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Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Drainage Master Plan and Phasing Plan and with the City's then current Improvement Standards and shall provide laterals to serve 'all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm Water Management Program and the then current MS4 permit requirements. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for: the installation of above-ground constructed swales. Where constructed swales cross open space, the constructed swales shall be designed and installed in accordance with City's Open Space Preserve Overarching Management Plan to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said constructed swales until such time that the City develops the property, or City accepts the open space dedication.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas-within the 100-year floodplain as shown in Exhibit "S", Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas as shown in Exhibit "Y" and the land use plan for Property, set forth in Exhibit "E".
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for, the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. The City shall not be required to accept or maintain any temporary drainage improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.5
Title	Drainage Improvements and Work Upon City Owned Property
Obligation	The drainage channels shall be generally designed as earthen structures with side slope stabilization and longitudinal slopes that will provide positive storm water flow and minimize standing water. Maintenance vehicle access across the channel in the adjacent open space will generally be located as shown in the Open Space Transition Plan. Access roads, access ramps, fencing and landscaping shall be constructed per City standards. Where access roads cross the channel, such access roads shall be constructed to allow small tractor loader (such as a Bobcat) to pass under the access road. The channel bottom shall support the wheel loading of maintenance equipment without compromising the integrity and/ or flow line of the channel. The channels and storm water pumps for Road "G" shall be maintained by City with funds from the CFD

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	for Public Services. City may program the use of maintenance access roads for pedestrian use.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.6
Title	Off-Site Monitoring
Obligation	City acknowledges that the existing drainage channel on City's Al Johnson Wildlife Area property is currently subject to overtopping and erosion during storm events. Landowner acknowledges and takes responsibility for erosion impacts to such City owned property that are attributable to an increase in flow onto the Al Johnson Wildlife Area property. With the design of the channel, Landowner shall produce a report and initial investigation to determine the stability of University Creek across City property.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10.7
Title	Annexation Into Regional Flood Control Program
Obligation	City administers a Regional Flood Control Program within the Pleasant Grove/Curry Creek watershed and collects drainage fees for the future mitigation of volumetric impacts to downstream properties. Landowner acknowledges that as a result of approval of the Project; City shall need to update the Regional Flood Control Program and the Drainage Mitigation Fee in order to annex the Plan Area into the Regional Flood Control Program benefit area. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective Date of the Agreement. Until such update has been completed and approved by City, Landowner agrees to pay the then current Drainage Mitigation Fee. When a new Drainage Mitigation Fee is adopted, Landowner shall pay the new Drainage Mitigation Fee for all DUEs for which building permits have not yet been issued.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section, the Phasing Plan and as shown in Appendix "B" of the Dry Utility Plan for the Project.
Department	Electric
Status	Currently not in development
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	For purposes of this section, "on-site" means within the Property. Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on-site 12kV electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of on-site 12kV electric distribution facilities in accordance with final on-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications.
Department	Electric
Status	Currently not in development
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	For purposes of this section, "off-site" means outside of the Project. Concurrently with the construction of any phase of the Project, Landowner agrees to construct or finance the construction of off-site 12kV electric distribution facilities as directed by the Electric

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	Utility Director: Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications.
Department	Electric
Status	Currently not in development
Section	3.11.3
Title	CSP Electric Substation
Obligation	Pursuant to the development agreement in the CSP, CSP landowners are required to dedicate to City, grade and provide access to a parcel in the CSP (designated Parcel C-81 in-the Specific Plan) for an electric substation to serve the CSP (the "Substation Site"), Under the development agreement between CSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500 th residential building permit, or combination of building permits, in the CSP.
Department	Electric
Status	Currently not in development
Section	3.11.4
Title	60kV Disclosure.
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the existing 60 kV easement areas shown on Exhibit "U" and the future 60kV easement line on the east side of Westbrook. Boulevard and the southern Project boundary along Road A that the City may utilize the public utility easements-to construct, 60kV overhead electric.
Department	Electric
Status	Currently not in development
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department Streetlights shall meet Roseville Electric's specifications for residential and/ or, commercial construction in effect at the time the construction improvement plans are approved-and issued by the City.
Department	Electric
Status	Currently not in development
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following: energy efficiency and load management requirements are hereby established: 1. All-residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 18 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12.5 or greater. The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 18 points, and an EER rating of 12.5 or greater will be specified on building plans and Title 24 compliance certificates-at the time building-permits are requested. If Title 24 of the Code of

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	California Regulations in effect at-the time of request for building permits requires higher SEER or EER ratings, residential units in the ,Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance: calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. All commercial air conditioning units 5 tons or less (<65,000 btu/h) shall meet the current Consortium for Energy Efficiency (CCEE"). Tied specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. 3. Every garage of each Low Density Residential and Medium Density, Residential unit must be considered "electric vehicle ready" which includes, but is not limited to, a 3/4" conduit raceway to a spare electric box in the-garage that is sized for a future 40-amp, 220-volt outlet. A 40-amp, 220-volt breaker space shall be made available at the residential unit's electrical panel.
Department	Building Division
Status	Currently not in development
Section	3.12
Title	Parks, Open Space, and Bike Trails
Obligation	Landowner shall dedicate to City a total of 22.1 acres of active park land and 134.8 acres of open space lands, and 10.7 acres of paseos, pay fees for construction of park improvements, trail improvements, construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit "V", and install communication conduit to each park site per City standards.
Department	Parks and Alternative Transportation Department
Status	Currently not in development
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 22.14 acres of active neighborhood parkland, and 134.8 acres of open space. The following seven park parcels, and twenty-eight open space parcels shall be dedicated to City as described below and shown in Exhibit "V".
Department	Parks Department
Status	Currently not in development
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees and in lieu park fees established for the Property in the Project's Parks, Bike Trails and Paseos Financing Plan ("Parks Financing Plan," Exhibit "W").
Department	Parks Department
Status	Currently not in development
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees.
Department	Parks Department
Status	Currently not in development
Section	3.12.2.2

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Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services ("Services CFD") District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the neighborhood parks, streetscapes, and paseos.
Department	Finance Department
Status	Not formed yet
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$2,900 per Low Density Residential unit, \$2,478 per Medium Density Residential unit, and \$2,055 per High Density Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund.
Department	Parks Department and Building Division
Status	Currently not in development
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping); which include curb gutter, and stub utilities for the park site, subject to direction from City on the location of such utility, stubs. At the time Landowner install infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner.
Department	Parks Department
Status	Currently not in development
Section	3.12.4
Title	City Wide Park Fee
Obligation	Upon issuance of each residential building; permit within the Project, Landowner shall pay a City Wide park fee (the "City-Wide Park Fee") to fund the construction of City-Wide park facilities in the City. The City Wide Park Fee, as described in Section 3.12.5 below, shall be \$1,670 per Low Density Residential unit, \$1,426 per Medium Density Residential unit, and \$1,183 per High Density Residential unit (but excluding carriage units, which shall not pay City Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department
Status	Currently not in development
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a citywide park in-lieu fee for the land dedication component of the Project's City-Wide Park obligation (the "City-Wide Park In-Lieu Fee"), upon the issuance of each residential building permit within the Project, to fund improvements to the City-Wide park in the WRSP or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,215 per Low Density Residential unit, \$1,038 per Medium Density Residential unit, and \$861 per High Density Residential unit (but excluding carriage

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	units, which shall not pay City-Wide Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department
Status	Currently not in development
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Project are located on modified primary residential streets with street side paseos in the ARSP, consistent with the Specified Plan and Design Guidelines, and include a 10-foot wide Class 1A bikeway.
Department	Parks and Alternative Transportation Department
Status	Currently not in development
Section	3.12.7
Title	Bike Trail Construction
Obligation	The ARSP's Class 1 bike trails are only located either adjacent to drainage ways,-an open space-fronting roadway, or along a P/QP parcel in the Specific Plan Landowner shall design, secure necessary permits, and construct certain Class-1 bike trail improvements within the property as shown on Exhibit "X" (the "Bikeway Master Plan") and as further described below: As more fully set forth in Exhibit "BB" hereto, the ARSP's Class I bike trails shall be constructed in the following segments unless otherwise faintly agreed to by City and Landowner.
Department	Alternative Transportation
Status	Currently not in development
Section	3.12.8
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and Citywide parks and 'open space related to development of the Property.
Department	Parks Department
Status	Currently not in development
Section	3.12.9
Title	Open Space Preserve Areas
Obligation	Landowner shall obtain from the Army Corps, a 404 Permit to fill wetland resources in conjunction with development of the Property. It is anticipated that the 404 Permit will include a condition that requires the preservation of certain environmental habitat.
Department	Parks Department
Status	Currently not in development
Section	3.12.9.1
Title	Conveyance of Open Space Preserve Area
Obligation	Upon the satisfaction by Landowner of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring Phase Public Services CFD as described in Sections 2.7.3, 2.7.4 and 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, outfalls, bike trail grading, flood control facilities, open space perimeter fencing as may be required by the 404 Permit, maintenance access ramps, and water quality features, Landowner shall convey to the City, in accordance with the City's Open Space Preserve Overarching Management Plan, and City shall accept, in fee, the property comprising the Open Space Preserve Area shown in Exhibit "Y".

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Department	Parks Department
Status	Currently not in development
Section	3.12.9.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping/ irrigation.
Department	Parks Department
Status	Currently not in development
Section	3.13
Title	School Fee Agreements
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District (collectively "the Districts"), to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements.
Department	School Districts
Status	Landowner responsible to enter into a written agreement with school districts.
Section	3.14.1
Title	Fire Tax Equivalent Fee
Obligation	The Fire Service Construction Tax set forth in Chapter 4.46 of the Roseville Municipal Code is no longer in effect. Landowner or its respective successors shall pay a fee equal in amount to the discontinued Fire Service Construction Tax at issuance of building permit. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department
Status	Currently not in development
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	In consideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Currently not in development
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52).
Department	Building Division
Status	Currently not in development
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner, upon

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	the issuance of each residential building permit within the Project, shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$1,280. The Public Benefit Fee for each high density residential unit shall be \$845.
Department	Building Division
Status	Currently not in development
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances; special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner shall provide and install signage at the following public facility sites to alert residents of future facilities: fire station site (AR-54), well site (AR-55), two sewer lift station sites (AR-56 and AR-57), park sites (AR-60, AR-61, AR-62, AR-63, AR-64, AR-66, AR-67), solid waste recycling site (AR-55), bike trails where they will abut residential property, the NAPOTS Area (where it abuts residential land uses), and the school site (AR-50), per City specifications and applicable sign permits.
Department	Fire Department, Environmental Utilities, Parks Department and Alternative Transportation
Status	Currently not in development
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Parks and Libraries Department
Status	Currently not in development
Section	3.14.7
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed: Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.14.8
Title	Weed Abatement on P /OP Parcels
Obligation	Prior to dedication of any P / QP parcel to City, Landowner shall maintain such P / QP parcel to meet City's weed abatement standards and to keep such parcel free from

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	property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Currently not in development
Section	3.14.10
Title	Solid Waste Recycling Site (AR-55)
Obligation	Landowner shall be responsible to grade Parcel AR-55, and provide Parcel AR-55 to City without environmental or other constraints as provided in this Agreement. At Landowner's expense, all site grading shall be completed prior to the dedication of the solid waste recycling site to City consistent with City's Grading Ordinance. Where retaining walls are required, the retaining wall shall be a split-faced keystone style wall or comparable quality and design, to be installed by Landowner. This work shall be completed with the construction of the roadway fronting Parcel AR-55.
Department	Environmental Utilities
Status	Currently not in development
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	In process
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this. Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	Landowner
Status	Acknowledges waiver for development
Section	3.17.1
Title	Formation
Obligation	Landowner and City may form a Community Facilities District or Districts for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Property ("Project CFD(s)"). If requested by Landowner, City and Landowner, shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible. Improvements") within and associated with the Project, including those improvements which will mitigate impacts of the Project upon areas inside and outside of the Project, and will be owned, operated and maintained by the City or another public agency.

**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**

	3.17.1.1 Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds. 3.17.1.2 If Landowner desires to pursue a Community Facilities District, City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner further agree that, with the consent of Landowner or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: • Maximum annual taxes for residential units shall not exceed 2.00% of the assessed valuation. • Special tax to be levied for as long as needed to service the principal and interest on bond debt, and pay any additional authorized facilities not reimbursed with bond proceeds in the funding. • City shall not unreasonably deny the max annual tax escalating 2% per year. • Include development impact fees for public improvements. • City shall consider a reasonable interest component for any authorized facilities reimbursed with pay as you go provided for in the funding, construction and acquisition agreement. • Landowner may utilize the statewide community infrastructure program for eligible impact fees. • Landowner may utilize a phased bond sale(s). • Landowner may utilize private placement of bonds. • If CFD's are formed, allowance for the transfer of the assigned special tax from one large lot parcel to another (with certain criteria listed in 3.17.1.2.j). 3.17.1.3 Concurrent with any formation of a CFD, Landowner and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/ acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Nothing formed yet, currently not in development.
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department

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Status	Currently not in development.
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's. Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFO Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director.
Department	Engineering Division
Status	Currently not in development.
Section	3.19.1.1
Title	Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District Public Services has been formed to include the Property ("Public Services CFD"). Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of street frontage 'and median landscaping, open space and neighborhood parks.
Department	Building Division and Finance Department
Status	Nothing formed yet, currently not in development
Section	3.19.2
Title	Public Services
Obligation	The Public Services CPD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain Paseos and Sidewalks along collector streets and primary residential streets, medians, and landscape corridors and all masonry walls; 3.19.2.4 Maintain bikeways, signs and benches 3.19.2.5 Maintain City and neighborhood entry features within the property, public right of way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for open space preserve areas; 3.19.2.8 Maintain all water quality structural controls, storm management facilities within

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	RoW's and open spaces; 3.19.2.9 Maintain flood control and drainage facilities including storm water channels, storm water pump stations, detention basins and created wetlands; 3.19.2.10 Maintain open space including general mtc, signage and city owned fenced mtc, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain replacement reserve fund for repair and replacement of entry features, signage, lighting, and other special features including park features and structures; 3.19.2.13 Maintain bus shelters, bus stops, the park and ride lot and bus signs; 3.19.2.14 Maintain the NAPOTS area referenced in section 3.3.1
Department	Alternative Transportation; Parks
Status	Not formed yet, currently not in development
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Currently not in development
Section	3.20.1.1
Title	Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District - Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq.
Department	Finance Department and Building Division
Status	Not formed yet, currently not in development
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the Project's impact on City general fund resources available to pay for municipal services citywide, including the Project. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Not annexed in yet, Currently not in development.
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Currently not in development.
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements

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	for all Services CFD' s to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Currently not in development.
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards, the State Water Quality Control Board SWP3 requirements, and the State General Construction Permit. It is the Landowners responsibility to meet all criteria of any outside agency for grading adjacent to or within the Open Spaces.
Department	Engineering Division
Status	Currently not in development.
Section	3.22.1
Title	Contour Grading Plan
Obligation	Landowner shall submit a contour grading plan (the "Preliminary Contour Grading Plan") for City review and acceptance for the overall Project concurrently with the application for the first residential small lot tentative subdivision map in the Project. The Preliminary Contour Grading Plan shall serve as an information tool to demonstrate how the overall earth work for the Project will balance and coincide with future improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the ARSP. Landowner shall dedicate to City a 3.02 acre site (AR-54) for use as a fire station (the "Fire Station Site") at the location shown in the ARSP and as shown in Exhibit "E" attached hereto. The net buildable area (i.e., an area of land which may be fully and completely utilized for structures and other improvements) shall be no less than 3.0 acres.
Department	Finance and Fire Department
Status	Currently not in development.
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: Refer to DA for requirements (page 69)
Department	Landowners
Status	Developer's responsibility
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to; the well, sewer lift stations, pumping stations, aquifer storage and recovery facilities, and public facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, City Engineer, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities.

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Amoruso Specific Plan (525.7 Acres) Development Agreement Implementation Matrix**

	B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Landowner and appropriate departments
Status	Currently not in development, there are no electric sites within ARSP
Section	3.26
Title	Masonry Walls
Obligation	Landowner agrees to construct masonry walls, a minimum of 6-feet high, between the future Placer Parkway right-of-way (the NAPOTS Area) where Low Density Residential land uses about the future Placer Parkway right-of-way, and prior to the occupancy of such residential land uses.
Department	Engineering Division and Landowner
Status	Currently not in development.
Section	3.27
Title	Reimbursement to West Roseville Specific Plan
Obligation	Refer to Da for reimbursement details (Page 72)
Department	Finance/Development Services
Status	Currently not in development.
Section	3.28
Title	Reimbursement to Creekview Specific Plan
Obligation	Refer to Da for reimbursement details (Page 75)
Department	Finance/Development Services
Status	Currently not in development.
Section	3.29
Title	Reimbursements to Third Parties
Obligation	In the event that third parties construct sewer; water and/ or recycled facilities in Westbrook Boulevard through the Property, and/or the ARSP fire station site, that are either required of or by Landowner or for which Landowner has responsibility for a pro-rata share, Landowner shall provide reimbursement to third parties for Landowner's share of the costs of such improvements as set forth in this Section 3.29.
Department	Finance/Development Services
Status	Currently not in development.
Section	5.2
Title	Annual Review
Obligation	Annual review every 12 months per Roseville Municipal Code Chapter 19.84
Department	Development Services
Status	Completed annually

**Church Street Station, LLC
Development Agreement Implementation Matrix**

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

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

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

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

Church Street Station, LLC
Development Agreement Implementation Matrix

Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	3.1.2
Title	School Fees
Obligation	Landowner shall enter into separate written agreements with the Roseville City Elementary School District and Roseville Joint Union High School District to mitigate the impacts of the project on the school districts. SUBD Prior to approval of SUBD map an agreement shall be entered into between developer and RJUHSD
Department	Building Division
Status	Fees being paid prior to issuance of Building Permit. Mutual Benefit Agreement approved by Districts. Obligation Complete.
Section	3.1.3
Title	Affordable Housing
Obligation	15% of the total units shall be developed as affordable housing units. SUBD - Prior to the approval of the final residential small lot subdivision map the Developer shall enter into the Affordable Purchase Housing Agreement. Track the affordable units in Church Street
Department	Housing Division
Status	City entered into APHDA with Developer on 02/02/2005. Obligation Complete.
Section	3.1.5
Title	General Fund Service District
Obligation	Formation of CFD to finance maintenance obligations including \$186 per dwelling unit for emergency services and \$63 per unit for maintenance of landscape corridor. BP Formation of CFD must be complete before issuance of building permit, excluding permits for model homes.
Department	Finance Department
Status	Project has been annexed into CFD #3 Municipal Services (Annex #12) and CFD #4 Infill Services (Annex #1). Obligation Complete.
Section	3.2
Title	Utilities and Improvements
Obligation	Landowner shall be responsible for the construction of alley, ancillary drainage improvements, and frontage improvements. After the construction of the said improvements these areas will be dedicated to the City. IMP Improvement shall be included on improvements plans. Review plans and compare to development standards
Department	Engineering Division
Status	Plans have been approved and construction is complete. Obligation Complete.
Section	3.3
Title	Environmental Documentation: Mitigation Measures

Church Street Station, LLC
Development Agreement Implementation Matrix

Obligation	Landowner shall be bound by and shall perform all mitigation measures contained in the environmental documentation. SUBD/BP Mitigation plan shall be included in improvement plans. Review plans for mitigation measures
Department	Planning Division
Status	Project is constructed and obligation is complete.
Section	3.5.1
Title	Public Utilities within Right-of Ways
Obligation	All public utilities shall be located in the right-of ways to be granted by the landowner to the City. SUBD Upon final approval of small lot subdivision map Landowner agrees to grant and convey to City the right-of-ways. Condition LLM/FM and individual projects to dedicate easements and ROW.
Department	Engineering, Environmental Utilities Department
Status	Plans have been approved and construction is complete. Obligation Complete.
Section	3.5.2
Title	On-Site Electric Facilities
Obligation	Landowner agrees to construct or finance the construction of on-site electric distribution facilities. Design for improvements will be done upon receipt of approved and adopted improvement plans.
Department	Electric Department
Status	Design completed. Power is available. Obligation Complete.
Section	3.5.3
Title	Street Lights
Obligation	Landowner agrees to construct or finance the construction of street lights within the property. SUBD Construct street lights concurrent with the construction of the adjacent roadways within the property. Upon receipt of the approved improvement plans, prepare final street light design.
Department	Electric Department
Status	Street lights installed. Obligation Complete.
Section	3.5.4
Title	Electrical Efficiency
Obligation	Landowner shall use residential air conditioning units that have a Seasonal Energy Efficiency Ratio (SEER) of 2 points above minimum Federal Regulations. SUBD Specify SEER rating on the building plans and Title 24 compliance certificate. Verify SEER rating during plan check.
Department	Building, Electric Department
Status	Building has historically verified SEER during Master Plan Check.
Section	3.6.1
Title	Drainage
Obligation	All drainage improvements shall be designed and constructed pursuant to City's current Improvement and Construction Standards and shall be subject to City plan review, construction inspection and final approval. IMP Drainage improvements shall be noted on improvement plans.
Department	Engineering Division
Status	Plans have been approved and construction is complete. Obligation Complete.
Section	3.7

Church Street Station, LLC
Development Agreement Implementation Matrix

Title	Water System Improvements
Obligation	All water system improvements shall be designed and constructed pursuant to City's current Improvement and Construction Standards and shall be subject to City plan review construction inspection and final approval.
Department	Environmental Utilities Department
Status	Water system designed and constructed per City Specifications. Obligation Complete.
Section	3.8
Title	Sewer Improvements
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's current Improvement and Construction Standards and shall be subject to City plan review, construction and final approval.
Department	Environmental Utilities Department
Status	Sanitary system designed and constructed per City Specifications. Obligation Complete.
Section	3.8.1
Title	Declaration of Restrictions
Obligation	A declaration of restrictions shall be recorded which states the sewer service to each lot may be conditioned upon the installation of a backwater valve to comply with City Improvement Standards. SUBD Condition SUBD to require full frontage improvements and sidewalks along open space if desired by City. Ensure that required improvements are included and that the necessary permits have been obtained. Condition SUBD, review improvement plans and ensure that permits are secured.
Department	Engineering Division
Status	Plans have been approved and construction is complete. Declaration of restriction included on recorded final map. Obligation Complete.
Section	3.9
Title	Road Improvements
Obligation	Landowner at its expense shall provide for road improvements. Roadway improvements include: curb, gutter, sidewalk, utilities, street lights, drainage facilities, traffic signing and striping. Alley improvements include utilities, streets lights, drainage facilities, traffic signing and striping. SUBD Condition SUBD to require full frontage improvements and sidewalks along open space if desired by City. IMP Ensure that required improvements are included and that the necessary permits have been obtained. Condition SUBD, review improvement plans and insure that permits are secured.
Department	Engineering Division
Status	Plans have been approved and construction is complete. Obligation Complete.
Section	3.9.2.A
Title	Right-of Ways
Obligation	Upon recordation of a subdivision map for any portion of the property, Landowner shall dedicate the right-of-ways within the property required for the improvements shown on the improvement plans. Condition LLM/FM and individual projects to dedicate easements and ROW.
Department	Electric, Environmental Utilities Department
Status	EUD: Easements dedicated for water and sewer. Obligation Complete.
Section	3.9.2.B
Title	Sidewalks and Landscaping
Obligation	Sidewalks and landscaping to be installed within the road right-of-way within the property shall be installed concurrently with the subdivision improvements for any

Church Street Station, LLC
Development Agreement Implementation Matrix

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

Development Agreement Obligations <u>Not Complete</u> as of December 2017	
Section	2.4.1
Title	Processing Fees and Charges
Obligation	Landowner shall pay those processing, inspection and plan check fees, Fire Service Construction taxes, and all other charges required by the City under the current regulations. SUBD/BP All fees and charges are to be paid as scheduled.
Department	Building Department
Status	Fees being collected upon issuance of Building Permit.
Section	3.1.1.A

Church Street Station, LLC
Development Agreement Implementation Matrix

Title	Park Fees
Obligation	Payment of park financing fees in the amount of \$854 for single family residential neighborhood park fee and \$1,596 per City Wide Park fee. BP Fees to be paid at issuance of building permit.
Department	Parks & Recreation Department
Status	Fees being paid upon issuance of Building Permit.
Section	3.12
Title	Community Benefit Fee
Obligation	Landowner agrees to pay \$500 per residential unit into the City's General Fund due and payable at issuance of each building permit for single family residential units.
Department	Building Division
Status	Fees being collected upon issuance of Building Permit.
Section	5.2
Title	Annual Review
Obligation	City Shall annually review compliance with the terms of the development agreement. Landowner is responsible for cost of conduct annual review. Review DA every twelve months, cost shall be due 30 days after DA review. Prepare annual Development Agreement review for City Council action.
Department	Development Services
Status	On-going.

Creekview Specific Plan Development Agreement Implementation Matrix

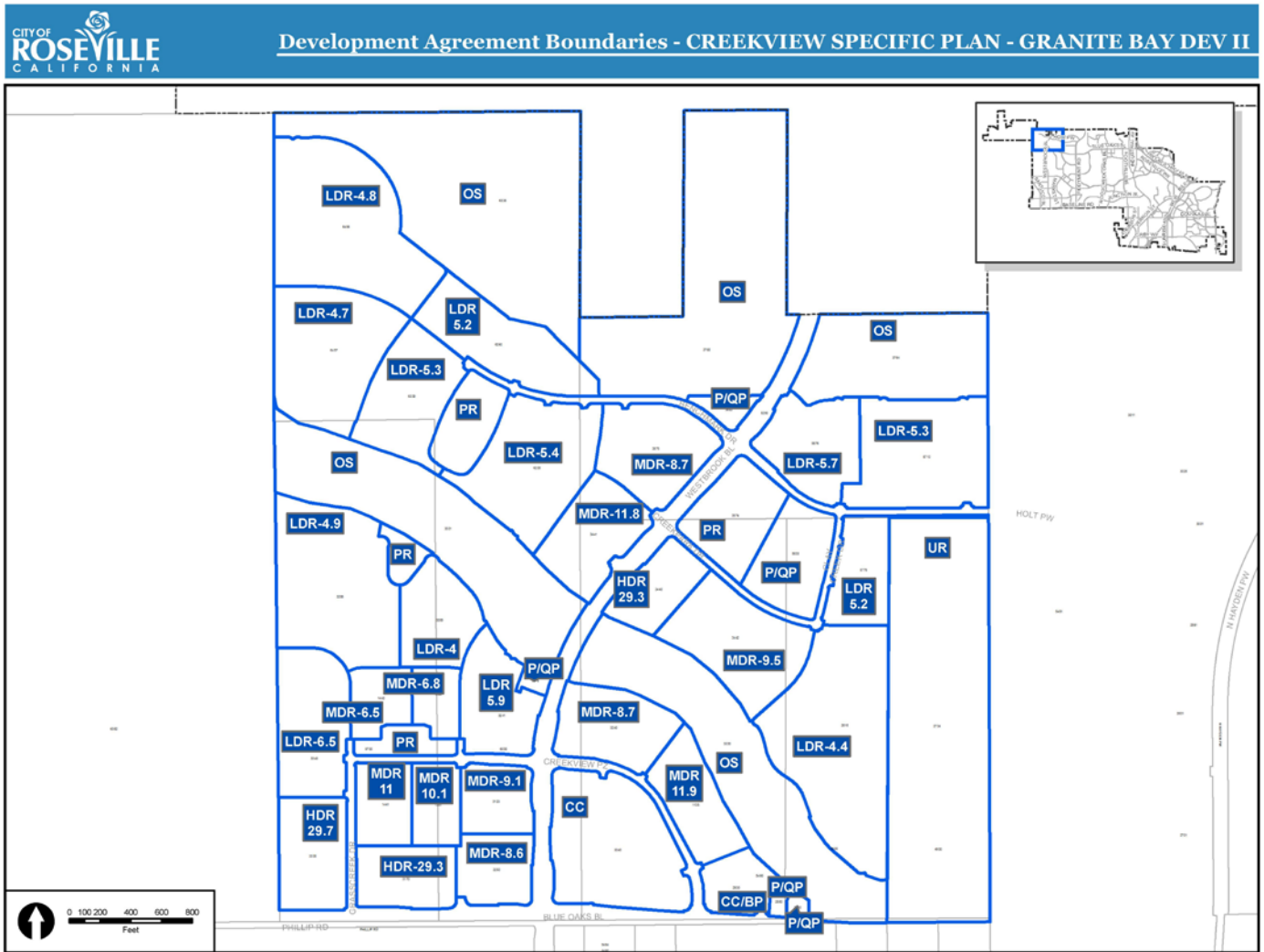
Owner Name: Granite Bay Development II, LLC - David Raglan 3001 Douglas Bl, Ste 200 Granite Bay, CA 95746
 Phillips Road 160 Investors Limited Partnership – John Manikas 511 35th Street, Sacramento, CA 95816
 Phillip Road Land, LLC – Keith Friedman 529 Brookline Ave, Mill Valley, CA 94941
 J & KD Enterprises,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

Current Agreement: Development Agreement by and between the City of Roseville and Granite Bay Development II, LLC, Phillips Road 160 Investors Limited Partnership, Phillip Road Land, LLC, J & KD Enterprises, LLC, Soule Investments, LLC, Bennett West Roseville, LLC, Decou West Roseville, LLC, Blue Oaks – Roseville , LP, and Chuang-Hsiung and Yueh-Jing Chuang to the Creekview Specific Plan.

<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			

Creekview Specific Plan Development Agreement Implementation Matrix

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



**Creekview Specific Plan
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	2.7.1
Title	404 Permit
Obligation	Developer to obtain from the US Army Corps of Engineers a clean water act section 404 permit. Developer to pursue and obtain issuance of the 404 permit and any amendment, modification or supplement in order to implement the project. This includes mitigation for the segment of Westbrook Blvd between PCL C-51 and C-52 and any required offsite improvements for proposed Pleasant Grove Creek bypass channel improvement located within AJWA and the Blue Oaks Blvd bridge over Coyote Creek. Developer intends to phase mitigation required by the approved 404 permit to coincide with phase of development, no later than the recordation of the first small lot map north of Holt Pkwy/Benchmark Drive, secure mitigation for segment of Westbrook Bl between PCL C-51 and C52.
Department	Engineering / Environmental Coordinator
Status	404 permit complete.
Section	2.7.1.1
Title	Violations
Obligation	Developer responsible for any violations occurring from the 404 permitting process until acceptance by City. City shall be responsible for the normal operation and maintenance of dedicated areas.
Department	Engineering Division
Status	404 permit complete.
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Developer agrees to pays its fair share of cost of orthophotography of the Plan Area The total cost for the Plan Area is \$1,261.00.The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the CSP.
Department	IT Department and Engineering Division
Status	Complete

Development Agreement Obligations <u>Not Complete</u> as of December 2017	
Section	2.1
Title	Permitted Uses
Obligation	Permitted uses for the property shall be set forth in the entitlements.
Department	Planning
Status	Currently not in development.
Section	2.2
Title	Vested Entitlements
Obligation	Low Density Residential - 826 units on 155.8 net acres Medium Density Residential - 665 units on 64.3 net acres High Density Residential 520 units on - 17.1 net acres Community Commercial - 15.5 net acres

Creekview Specific Plan Development Agreement Implementation Matrix

	Community Commercial/Business Professional - 3.8 net acres Open Space - 136.2 net acres Park - 15.7 net acres Elementary School – 7.0 net acres Electric Substation - .9 net acres Well Site - .5 net acres Lift Station - .6 net acres Solid Waste Recycling Center - .6 net acres Right of Way – 43.4 net acres															
Department	Planning															
Status	Currently not in development															
Section	2.5.1															
Title	Processing Fees and Charges															
Obligation	Developer pays processing, inspection and plan checking fees for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted.															
Department	Building, Engineering, Planning, Environmental Utilities, Public Works															
Status	Currently not in development															
Section	2.6															
Title	Affordable Housing															
Obligation	Developer shall develop (10%) of the total residential units as affordable housing. Developer shall provide 201 units affordable to very low, low and middle income households.															
Department	Housing															
Status	Currently not in development															
Section	2.6.1															
Title	Affordable Purchase Residential Units															
Obligation	Developer agrees that 40 units will be reserved as detached or attached SFR units affordable to middle income purchasers as follows: <table><tr><td>Parcel</td><td>Total Units in Parcel</td><td>Middle Income Purchase</td></tr><tr><td>Units</td><td></td><td></td></tr><tr><td>C-20</td><td>75</td><td>10</td></tr><tr><td>C-22</td><td>105</td><td>20</td></tr><tr><td>C-30</td><td>40</td><td>10</td></tr></table> Such units distributed throughout each parcel.	Parcel	Total Units in Parcel	Middle Income Purchase	Units			C-20	75	10	C-22	105	20	C-30	40	10
Parcel	Total Units in Parcel	Middle Income Purchase														
Units																
C-20	75	10														
C-22	105	20														
C-30	40	10														
Department	Housing															
Status	Currently not in development															
Section	2.6.1.1															
Title	Required Agreements															
Obligation	Prior to approve of each final small lot residential subdivision map containing lots for affordable purchase units, developers shall enter into Affordable Housing Agreement.															
Department	Housing															
Status	Currently not in development															
Section	2.6.1.2															
Title	Content															
Obligation	The Affordable Housing Agreement for each such residential lot subdivision, distribute the affordable housing units within the subdivision, and include specific requirements for marketing of affordable purchase units, inclusion of amenities, exterior materials and finishes.															
Department	Housing															
Status	Currently not in development															

Creekview Specific Plan Development Agreement Implementation Matrix

Section	2.6.1.4				
Title	Transfer of Obligation				
Obligation	Developer can request transfer of affordable purchase housing obligation to another parcel within the specific plan.				
Department	Planning and Housing				
Status	Currently not in development				
Section	2.6.1.5				
Title	In Lieu Fee – Affordable Housing				
Obligation	In the event the city adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, developer shall be eligible to pay in lieu fee rather than construct affordable housing units on the property.				
Department	Housing				
Status	Currently not in development				
Section	2.6.1.6				
Title	Community Facilities Districts				
Obligation	City will maintain a list of middle income affordable units pursuant to the affordable housing agreement, on or about May 1 of each calendar year, if and when a Community Facilities District is formed encompassing the property, set the applicable tax for the middle income affordable purchase units within each parcel.				
Department	Housing and Finance				
Status	Currently not in development				
Section	2.6.2.1				
Title	Affordable Obligation				
Obligation	161 affordable rental units will be reserved within the property, 81 units for rental to very low income households and 80 units for rental to low income households.				
	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	C-42	220	161	81	80
	Total	220	161	81	80
Department	Housing				
Status	Currently not in development				
Section	2.6.2.2				
Title	Transfer/Satisfaction of Obligation				
Obligation	Developer can request transfer of affordable rental housing obligation to another parcel within the specific plan.				
Department	Planning and Housing				
Status	Currently not in development				
Section	2.6.2.3				
Title	Compensation by City				
Obligation	City compensates developer for ½ of the net present value of the loss of rental revenue that would be expected to accrue over the period that units are reserved.				
	Compensation to developer for providing rental housing affordable to low income and very low income households, such compensation issued through a combination of cash investment, density bonus, fee deferrals or financing, federal, state or local programs.				
	60 days after developer applied for DRP, city shall specify the range of incomes to be served at time of occupancy and identify/provide funding for subsidies.				
Obligation	If subsidies are not identified or not made available within 9 months following DRP application, then the requirement to provide low and very low income units shall terminate or shall be reduced or deferred to a level or for a period for which City can				

Creekview Specific Plan Development Agreement Implementation Matrix

	provide funding within the time periods.
Department	Housing Department
Status	Currently not in development
Section	2.6.2.4
Title	Community Facilities Districts
Obligation	City will maintain a list of low and very low income affordable rental units pursuant to the affordable housing agreement, on or about May 1 of each calendar year, if and when a Community Facilities District is formed encompassing the property, set the applicable tax for the middle income affordable purchase units within each parcel.
Department	Housing and Finance
Status	Currently not in development
Section	2.7.2
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	The 404 permits will require preservation or wetland resources within the properties preserve areas. City and developer shall cooperate with one another in the formation of a financing mechanism as provided in Section 3.19. Fund the costs of monitoring and maintaining the preserve area in accordance with the 404 permits. Funding mechanism may be established to address the two separate phases of on-site preserve monitoring (establishment monitoring phase and perpetual monitoring phase).
Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	2.7.3
Title	Maintenance by Developer during the established monitoring phase
Obligation	Developer solely responsible for satisfying all mitigation, monitoring, reporting and maintenance required for the on-site preserve area; including, development of any 404 permits required establishment monitoring phase. Funds collected by the public services CFD or other financing mechanism for the purpose of maintenance of preserve areas will be made available to developer for ongoing maintenance, monitoring and reporting until such times as City assumes the obligation for perpetual monitoring for the preserve areas.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	2.7.4
Title	Maintenance by City during the perpetual monitoring phase
Obligation	A PAR analysis shall be prepared and approved by the City to determine the amount of funding required to manager preserve areas during the perpetual monitoring phase. Public services CFD will provide annual funding.
Department	Finance and Engineering / Environmental Coordinator
Status	Currently not in development.
Section	2.7.5
Title	Facilities included in 404 permit(s)
Obligation	Developer to ensure that the approval of the 404 permit includes development of the access ways, bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, road), culverts, and ancillary improvements described in the specific plan and DA.
Department	Planning, Alternative Transportation, Engineering / Environmental Coordinator
Status	Currently not in development.
Section	2.7.6
Title	Preserve Area operation and management plans
Obligation	Establish monitoring period as determined by the Army Corps, City will assume preserve management responsibilities for the perpetual monitoring phase consistent with the approved open space preserve overarching plan.

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	Upon first large lot final map, developer pays \$20,000 onetime fee , in exchange for monitoring and reporting. Payment due upon preserve area dedication/initiation of the perpetual monitoring phase.
Department	Engineering / Environmental Coordinator
Status	Currently not in development.
Section	2.8
Title	Obligation to develop
Obligation	Developer shall not be obligated to develop all or any portion of the property. Until developer seeks to develop the property, no obligation to install or pay for the costs to install any improvements or facility or to perform any obligation within this agreement, except for: 1. Support and to pay costs incurred by the City in conjunction with the annexation of the property. 2. Dedicate temporary and permanent rights of way and public utility easements. 3. Indemnification obligations under article 6. 4. Obligation to pay costs incurred by the City in conjunction with processing sub-phases under section 3.3. 5. Any other obligation imposed on developer prior to development set forth in this agreement. Deemed actions of development of the property include any discretionary or non-discretionary permit, entitlement with the exception of the large lot tentative map.
Department	Planning and Engineering Division
Status	Currently not in development.
Section	2.9
Title	Real property interest acquisition – eminent domain
Obligation	As easement in favor of the Wagner parcel provides a route which the Wagner parcel is entitle to construct and gain access to Phillip Road. Development of the CSP will result in an alternative point of access for the Wagner Parcel to the public road system and the extension of Blue Oaks Bl. Construction of this alternative point of access is necessary for the construction of certain public improvements as required pursuant to this agreement. If developer is unable to acquire easement, City shall negotiate for the acquisition and extinguishment of the easement, using City's approved appraisal of fair market value, and if necessary use its power of eminent domain. Developer to pay all costs associated with acquisition and condemnation proceedings. Developer shall be required for any proposed settlement by City greater than 5% over the approved appraisal of fair market value.
Department	Engineering and Planning Divisions
Status	Currently not in development.
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Required payments of development, connection or mitigation fees by developer shall be made at the time and amount specified by City ordinances.
Department	All development departments
Status	Pay at time of applied applications or issuance.
Section	3.2
Title	Public improvements to be dedicated, constructed or financed by developer
Obligation	Each final map, developer agrees to dedicate, construct or acquire and fund the improvements or facilities and to perform the obligations.
Department	Planning and Engineering Division
Status	Currently not in development
Section	3.3
Title	Project phasing

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Obligation	Criteria will be used to establish the conditions and requirements for all phasing plans: • Progression of sub-phase development • Phase size • Detailed information to support proposed sub-phase improvements • Prior to the approval of development of any parcel, cumulative effect shall be evaluated to determine its impact on existing systems. • Sanitary sewer • Recycled water • Potable water • Roadway • Grading • Stormwater detention • Pleasant grove creek bypass channel • Stormwater management • Electric Special studies including: water/recycled water/sewer/storm water systems, grading, traffic, fire response, electric supply, and other environmental review may be required. Developer responsible for all associated costs.
Department	All development departments
Status	Currently not in development
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One large lot tentative map shall be prepared for the entire plan area, which identifies the three phases. All future right of ways for arterial and collector roadways including landscaped corridors adjacent to low and medium density residential properties, open spaces, and future public lands for the electrical sub-station, well site, sewer lift station, solid waste recycling site and parks shall be identified. These lands shall be dedicated to the city of each large lot final map as an IOD. 1st recordation of the large lot final map, developer shall dedicate to city separate IOD's for future right of ways to include all landscape corridors adjacent to low density residential and medium density residential parcels, an access and construction easement the width of the ultimate road right of way plus 25' or to the back of the landscape corridor along the full length of Westbrook bl. and Blue Oaks bl. IOD's shall remain in force until such time as all developer obligation or public improvements and preserve area establishment phase monitoring is complete.
Department	Engineering Division
Status	Currently not in development
Section	3.4
Title	Public Utilities within right of way
Obligation	All public utilities shall be located within the right of ways to be granted by developer to City for the arterials, collectors and other local streets within the property.
Department	Engineering Division
Status	Currently not in development
Section	3.5
Title	Road Improvements
Obligation	Developer responsible for road improvements set forth in this agreement, the phasing plan provided in 3.3
Department	Engineering Division
Status	Currently not in development

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Section	3.5.1
Title	Developer's Obligations
Obligation	Developers obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights, striping, all necessary drainage improvement and pavement section.
Department	Engineering and Public Works Division
Status	Currently not in development
Section	3.5.2
Title	Arterial Roadways
Obligation	Developer shall grant easements and dedicate all IOD's for all arterial roadways. The improvements required for each arterial are described in the phasing plans. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the plan area that are in excess of required frontage improvements by withholding 60% of TMF or City TMF fund revenues paid by developer. Payments to developer for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF set aside fund as improvements are constructed and invoiced pursuant to the funding, construction and acquisition agreement and shall be in no particular order of priority with the exception of Blue Oaks bl CIP improvements. Within 30 days of city acceptance of improvement plans, city and developer shall enter into a funding, construction and acquisition agreement to provide for periodic progress payments to developer, based upon invoices for actual work constructed, for stages of the arterial roadways improvements that have been signed off by City inspectors. <u>Developer Specific Construction obligations:</u> Blue Oaks BI - 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. Westbrook BI – developer obligated to construct both outside frontage improvements and additional necessary transition lanes to pleasant grove creek crossing, as well as the CIP reimbursable adjacent inside lane on each side of Westbrook bl from blue oaks bl to the southern boundary of PCL C-51 and C-52. The improvements shall include the construction of three lanes of the pleasant grove creek crossing and the necessary transitions from the 6 lane arterial to the three lane crossing. Landscaping shall be installed in those areas of the remaining median outside of the transition lanes which are not eligible for reimbursement. The funding, construction and acquisition shall identify the cost difference between developer's obligation to landscaping and median curbing and the internal CIP travel lanes as the reimbursable credits. City shall pay developer out of the TMF set aside fund for the cost of the additional 2 inside lanes, if funds are insufficient, City will make payment to the extent funds are available, then provide up to 60% credit against the TMF applied to building permits for all dwelling unit equivalents up to the amount of the payments due to developer. Westbrook BL between PCL C-51 and C-52 – developer shall be responsible for the cost of frontage improvements, including landscaping and post and cable fencing.

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	Westbrook though open space shall be constructed by City or third party at such time that extension of Westbrook BI north of plan area is required to provide adequate circulation. Improvements by third party, city shall reimburse third parties with funds from the City's CIP. Developer agrees to reduce reimbursement owed by benefitted third party by the actual costs of the frontage improvements. In addition, developer shall allocate the cost of its frontage improvements as a credit against the reimbursement obligation of third parties to developer for developer's construction and oversizing of improvements. If developers cost obligation exceeds the reimbursement obligation of third parties to developer, developer shall be obligated to pay the difference to the City. That amount owed to the City by developer shall be made part of the TMF to be collected for all remaining units.
Department	Engineering Division and Public Works
Status	Currently not in development
Section	3.5.3
Title	Collector Streets
Obligation	Provide access to the property, developer shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related. Collector roadways are Holt Parkway, Benchmark Drive and Creekview Plaza.
Department	Engineering Division
Status	Currently not in development
Section	3.5.3.1
Title	Bus Transfer Station
Obligation	Design and location of the bus transfer station on the north side of PCL C-70 shall be determined with the DRP of MPP for that parcel. The bus transfer station shall include bus turnouts, shelters and bike lockers to accommodate the bus transfer requirements as determined by the City at time of approve of any project permit for PCL C-70. Developer shall maintain the bus transfer station with reimbursement from the Public Services CFD.
Department	Alternative Transportation
Status	Pending - no permits submitted yet for parcel C-70
Section	3.5.4.1
Title	Timing of Dedication and Construction of Road Improvements
Obligation	Right of ways for the arterial and collector roadways shall be dedicated as IOD's to the City with the recordation of the large lot map for each phase. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements.
Department	Public Works and Engineering
Status	Currently not in development
Section	3.5.4.2
Title	Timing of Dedication and Construction of Road Improvements
Obligation	Prior to the recordation of a small lot residential subdivision map, developer shall provide adequate assurances to City either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City that adequate funds are available to finance the completion of all improvements to arterial roadways, and collector streets to serve the portion of the property which is the subject of the small lot residential subdivision map. Developer shall not be required to post security for the portion of the work associated with road CIP improvements.

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Department	Public Works and Engineering
Status	Currently not in development
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Developer shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Developer and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works and Engineering
Status	Currently not in development
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/or adjacent to the Property, Developer shall establish the applicable landscape setbacks provided therefor by the Specific Plan and/or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, decal lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to multi-family residential and nonresidential uses as set forth in the Specific Plan.
Department	Engineering Division
Status	Currently not in development
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Developer shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&Rs containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	Planning and Engineering Division
Status	Currently not in development
Section	3.5.7
Title	Traffic Signals
Obligation	Developer responsible for the costs of construction traffic signals and described in the phasing plan through the payment of the traffic mitigation fees. Construction of the traffic signals, as may be required by the City at time of roadway construction, City shall make progress payments to developer for the cost of construction of traffic signals from the City's TMF set-aside fund as defined in section 3.5.2. At minimum, at time of the roadways intersection construction, developer shall install underground conduit, loops, and poles for the signals. City shall install mast arms, signals and signal controllers. If TMF set aside fund revenues are not available to fully pay developer for any improvements, city shall provide 60% credits to developer against the TMF applied to building permits, however, once sufficient City revenues are available to fully pay developer, City shall pay developer less the amount of any credits previously extended

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	against the TMF applied to DUE's. Temporary signals installed with phase improvements on Blue Oaks Bl or Westbrook Bl in locations other than ultimate locations shall be the responsibility of developer and will not be eligible for credits toward City's TMF. In the case of temporary traffic signals, operational for a minimum of 10 years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to developer from the TMF set aside fund.
Department	Public Works department, Engineering and Building Division
Status	Currently not in development
Section	3.5.8
Title	Paseo Facilities
Obligation	Typical Developer obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path on each side of the collector roadway. Within the Project; Developer shall construct paseos consistent with the Specific Plan and Design Guidelines. At the time of adjacent development, Developer shall construct the adjacent landscape/paseo corridor and 10-foot wide Class IA sidewalk. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Developer.
Department	Parks Department
Status	Currently not in development
Section	3.5.9
Title	Update of City Fee
Obligation	Developer acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee ("TMF") to include the Specific Plan. Developer and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Developer agrees to pay the fee rate then currently charged to the North Industrial Area. To the extent that the Traffic Mitigation Fee adopted for the CSP is higher than that charged in the West Roseville Specific Plan Area, Developer shall pay the difference as a surcharge to future TMF obligations on a per-DUE basis for the remaining DUEs within the CSP. To the extent that the TMF adopted for the CSP is lower than that charged in the West Roseville Specific Plan Area, Developer shall receive a credit against future TMF payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Currently not in development
Section	3.5.10
Title	Highway 65 Joint Powers Authority
Obligation	Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee. Developer shall pay the fee applicable to the West Roseville Specific Plan area (Interim HWY 65 JPA Fee) in the amounts and at the times specified by the Hwy 65 JPA fee program. If the developer pays the interim Hwy 65 JPA fee and the interim HWY 65 JPA fee exceeds the Hwy 65 JPA fee as amended, then the excess amount collected shall be applied as a credit towards HWY 65 JPA fees on a per DUE basis for the remaining DUE's within the specific plan. If the interim HWY 65 JPA is less than the amended HWY 65 JPA fee, the total amount of the shortfall shall be added as a surcharge to such future HWY 65 JPA fee on a per DUE basis.
Department	Engineering and Building Division

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Status	Currently not in development
Section	3.5.11
Title	South Placer Regional Traffic Fee
Obligation	Property shall be subject to and pay the South Placer Regional Traffic (SPRTA) fee as established by the Placer County Transportation and Planning Agency (PCTPA) and adopted by the City. Developer agrees that until such time the SPRTA fee is amended to include the property, the fee applicable to the WRSP shall apply to the property and developer shall pay such fees (interim SPRTA fee) in the amounts and at the times specified by the SPRTA fee program. If developer pays the interim SPRTA fee and the interim SPRTA fee exceeds as amended, then the excess amount collected shall be applied as a credit towards SPRTA fees on a per DUE basis for the remaining DUE's. If the interim SPRTA fee is less than the amended SPRTA fee, the total amount of the shortfall shall be added as a surcharges to SPRTA fees on a per DUE basis.
Department	Engineering and Building Division
Status	Currently not in development
Section	3.5.12
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Developer acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 cities average and SF average.
Department	Engineering Division
Status	Currently not in development
Section	3.5.13
Title	Transit Master Plan Funding
Obligation	Developer shall pay a portion for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$7,000, \$6,000, and \$7,000 respectively, prior to the recordation of the first Large Lot Final Map. Total amount \$20,000.00 prior to the recordation of the first large lot final map
Department	Alternative Transportation and Engineering Division
Status	Large lot map conditions awaiting further processing (Alt Trans)
Section	3.5.14
Title	City-County Fee
Obligation	Developer acknowledges that City and Placer County have adopted a funding mechanism (the "City-County Traffic Mitigation Fee") for improving certain roads in the vicinity of the CSP, including Baseline Road and Walerga Road. Developer agrees that the Property shall be subject to and pay the City-County Traffic Mitigation Fee.
Department	Engineering Division
Status	Currently not in development
Section	3.5.15
Title	Watt Avenue and Vista Grande Boulevard Extension Traffic Mitigation Fee

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Obligation	If and when the City and Placer County develop fee programs to mitigate regional traffic concerns, Developer consents to and agrees that any then-undeveloped portion of the Property, for which no building perm.it has been issued, shall participate, to the extent of its fair share, in a city-wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Watt Avenue between the Regional University Specific Plan and future Placer Parkway and Road B west of the Sierra Vista Specific Plan boundary to Baseline Road. Developer waives the right to protest the adoption of the fee. Nothing stated in this Subsection 3.5.15, however, shall prohibit Developer from commenting on or proposing alternatives to the methodology or appropriate spread of such a regional roadway fee.
Department	Engineering Division
Status	Currently not in development
Section	3.5.16
Title	Placer County Traffic Mitigation Fee
Obligation	Developer agrees to pay to City a fee of \$130 per DUE (the ""Placer County Traffic Mitigation Fee") to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (excluding Watt Avenue (Santucci Boulevard) and the extension of Vista Grande Boulevard as provided in Section 3.5.15 above). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Building and Engineering Division
Status	Currently not in development
Section	3.5.17
Title	Fee Credits/Reimbursed for Construction CIP Improvements
Obligation	Developer shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program ("Roadway CIP") and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Public Works and Engineering
Status	Currently not in development
Section	3.5.18
Title	Transportation Systems Management
Obligation	Developer to comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Currently not in development
Section	3.5.19
Title	Alternative Transportation Marketing
Obligation	Developer to provide education and marketing materials for alternative modes of transportation to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Currently not in development
Section	3.5.20
Title	Access to Adjacent Properties
Obligation	Developer to maintain accesses to adjacent Wagner property and Harris Property or another acceptable configuration that provides similar access. This includes routing over and across newly constructed roadways as part of the CSP. Physical all weather accesses shall be maintained during continuously during construction.
Department	Engineering
Status	Currently not in development

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Section	3.6
Title	Sewer Facilities
Obligation	Developer shall construct on-site sewer facilities as described in this Section, the Phasing Plan, and as shown in Exhibit "N" or alternate design shown in Exhibit "O". In the event that the WRSP has not constructed sewer facilities necessary to serve the CSP, Developer shall construct the necessary off-site sewer facilities (namely off-site sewer outfall lines in Westbrook Boulevard and in the unnamed access road north of parcel W-60 in the WRSP and the Pleasant Grove Wastewater Treatment Plant) and obtain reimbursement from the WRSP in accordance with Section 3.25. Developer shall be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Developer with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein and as shown on Exhibit "N" or alternate design shown in Exhibit "O", Developer shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities and Engineering Division
Status	Currently not in development
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Developer shall construct wastewater conveyance facilities to connect the project to Pleasant Grove Wastewater Treatment Plant. Facilities shall be installed concurrent with the construction of corresponding road improvements.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed to City's then current improvement standards. Subject to City's plan review, construction inspection and final approval. Developer shall pay current plan check, mapping and inspection costs.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.3
Title	Access to Manholes
Obligation	All manholes shall be located and accessible by City sewer maintenance vehicles. All manholes made watertight during construction. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.4
Title	Public Utility Easements
Obligation	Wastewater improvements to be constructed by Developer are not located within road rights-of-way, as and when Developer installs such wastewater improvements, Developer shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's

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	Improvement Standards.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.5
Title	Wastewater Facilities for Reimbursement
Obligation	Subject to the provisions of Section 3.25 and 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Developer's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on proportionate share of total flow as determined by the City (hereinafter "Flow in Pipe(s)") attributed to the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5, Section 3.25 and Section 4.2 of this Agreement are shown in Exhibits "P" and "Q" and listed in Exhibit "KK". For properties outside of the Urban Reserve, Developer shall submit documentation to the City to justify the requested reimbursement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Developer shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority ("SPWA") for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Developer has received notice that the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.1
Title	Financing of Water Supply
Obligation	Developer has no obligation to install or pay for the installation of any off-site water storage, treatment or transmission facilities (other than transmission lines in Blue Oaks Blvd and West Park Dr.) Except through the payment of water connection fees. Fees Collected at time of development
Department	Environmental Utilities and Building
Status	Currently not in development
Section	3.7.2
Title	Groundwater Well
Obligation	Developer shall dedicate to City parcel C-84 for one (1) groundwater well at the approximate location shown on Exhibit "R". The City shall be responsible for the construction of a monitoring well for determining water production and quality and the topside improvements. Developer shall be responsible for drilling and completing the production well (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring well, Developer will provide City and its contractor's access to and within the well site to enable City to install the monitoring well to confirm desired capacity and water quality. It is the intent of this Section 3.7.2 (and the Parties) that the groundwater well location identified within the CSP be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Developer shall, at its own cost, work with the City to relocate the well site within CSP until objectives are

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	satisfied. Developer to contact City Environmental Utilities Dept. prior to construction of the production well to obtain approval of the well design and drilling method. The well shall be drilled prior to occupancy of any residential units within 500 feet of the well site. Developer shall include noise curtain for the well at the time of well construction and homes are occupied within 1000 feet of well.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.3
Title	Water Conservation Measures
Obligation	Developer and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the CSP and measures to ensure water conservation objectives are achieved in perpetuity subject to approval of the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the CSP: Upon construction of dwelling units in the Plan Area that cumulatively utilize 25% of the projected total potable water usage of the CSP, and then every three years thereafter during the term of this agreement, at the time of annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the project, then the Parties shall meet and, in good faith, attempt to implement reasonable measures needed to assure the water supply will meet the Project's demands. In the event that the City adopts a city-wide requirement for reduced water use by more than 18.4% of current potable water usage and the built portion of the CSP has met its 18.4% objective, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such city-wide requirement. Development and implementation of such measures shall be at Developer's cost. The foregoing notwithstanding, should City achieve its adopted city-wide water conservation goals through other measures, the CSP shall not be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities
Status	Currently not in development

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Section	3.8.1
Title	Water Study
Obligation	Developer prepared a water study for its on-site water facilities and prepared a general design of the water system that identifies the size and location of water lines. Timing of facility construction is set in the infrastructure schedule.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.2
Title	Water Facilities
Obligation	Developer shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines (namely water lines within Blue Oaks Boulevard and West Park Drive) necessary to serve the CSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the CSP consistent with City standards, Developer shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Developer, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Developer and the Environmental Utilities Director, subject to City plan review, construction inspection and final approval. Developer shall pay then current plan check, mapping and inspection costs incurred by City for review, mapping and inspection of such improvements. Developer will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of city water connection fees and special benefit fees.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.3
Title	Water Facilities for Reimbursement
Obligation	Developer shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Developer's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. Such reimbursement shall be pro rata, based on Flow in Pipe(s) attributed to the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3, Section 3.25, Section 3.26 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Developer shall submit documentation to the City to justify the requested reimbursement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.4
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the phasing plan, concurrently with the construction of the road improvements. Extensions into the neighborhoods will be completed with their respective development. Water line extensions shall be sequenced to assure looped systems in all developing areas.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Developer are not located within

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	road rights-of-way, as and when Developer installs such water facilities, Developer shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes.
Department	Environmental Utilities and Engineering Division
Status	Currently not in development
Section	3.8.6
Title	Water Softeners
Obligation	Developer and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Developer shall disclose to all residential and nonresidential buyers that the Property will be served by-both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of the groundwater well. As further disclosure Developer shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation.
Department	Environmental Utilities and Attorney's Office
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.9
Title	Recycled Water Facilities
Obligation	Developer shall construct recycled water system facilities. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Developer shall construct and dedicate upon completion thereof, a recycled water distribution system. In the event that the WRSP has not constructed recycled water facilities (namely recycled water lines in Blue Oaks Boulevard and West Park Drive) necessary to serve the CSP, Developer shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant - recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (three total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. Upon completion of construction of said recycled water tanks and pump station expansion, should Developer desire to continue utilizing interim potable water supply as set forth in Section 3.3, the responsibility to dismantle and eliminate each potable water charging station shall be transferred from City to Developer. The dismantling and elimination of each potable water charging station shall occur at the time interim use of potable water supply is terminated and the use of recycled water begins pursuant to

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	Section 3.3. City costs, estimated at \$1.64 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through the CFD as outlined in the Financing Plan for the Project. Payment from the CFD will not be required until after the 985th building permit as outlined in Section 3.3 herein. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Developer and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Developer shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Developer shall be entitled to reimbursement from third parties within the Urban Reserve and outside the CSP whose property is benefited by Developer's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on Flow in Pipe(s) attributed to the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2, Section 3.25 and Section 4.2 of this Agreement are shown in Exhibit "X" and listed in Exhibits "Y" and "KK". For properties outside of the Urban Reserve, Developer shall submit documentation to the City to justify the requested reimbursement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Developer shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the CSP. Prior to submittal to the State Water Quality Control Board, Developer shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the project until the Title 22 Recycled Water Engineering Report has received all required

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	State approvals.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.4
Title	Recycled Water Use Disclosure to Buyers
Obligation	Developer shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multi-family and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Currently not in development obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the CSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10
Title	Drainage Facilities
Obligation	Developer shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the CSP Drainage and Storm Water Master Plan, the then approved City Improvement Standards, City Storm Water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit(s) issued by the Army Corps, and any agency required Establishment Phase Operation and Management Plan and/or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan ("LID") and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway and grading improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. All drain outfalls shall be extended beyond the future bike trails and provide access for future maintenance. Temporary drainage facilities may be required for grading operations and shall conform to all applicable requirements. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area tributary to any sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Developer shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to city ordinances and/or as referenced in Section 3.10.5 of this Agreement.

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Department	Environmental Utilities and Engineering Division
Status	Currently not in development
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Developer shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the U.S. Army Corps of Engineers and the California Department of Fish and Game. Developer shall prepare and implement a Storm Water Pollution and Prevention Plan ("SWP3"), and shall construct and maintain Best Management Practices ("BMPs") as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Developer shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Currently not in development
Section	3.10.2
Title	Storm Drains
Obligation	Developer shall construct storm drain mains and laterals in accordance with the Master Drainage Plan for each tributary shed and Phasing Plan and in accordance with the City's then current Improvement Standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm Water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Developer shall be responsible for the installation of above-ground drainage ditches to control and direct runoff to receiving waters as appropriate. Developer shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time as the City develops the property.
Department	Environmental Utilities and Engineering Division
Status	Currently not in development
Section	3.10.3
Title	Grant of Floodplains
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Developer shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas.
Department	Engineering Division
Status	Currently not in development
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Developer and are not located within road rights-of-way, as and when Developer installs such drainage improvements, Developer shall grant and City shall

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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. The City shall not be required to accept or maintain any temporary drainage improvements. Easement widths for completed permanent drainage facilities shall be granted in accordance with the City's then current Improvement Standards. When those permanent drainage facilities not located within road rights-of-way and are to be placed on property owned by someone other than the Developer, the Developer shall secure all necessary rights of entry and third party easements. Developer shall not withhold the grant for right-of-entry to construct any off site drainage improvements and/or the dedication of easement to the City for permanent and temporary structures. All drainage outfall structures for storm drain flows leaving the Plan Area shall be built as either temporary or permanent structures wholly on properties in the Plan Area. The City will offer no power of eminent domain for such drainage outfall structures.
Department	Engineering Division
Status	Currently not in development
Section	3.10.5
Title	Pleasant Grove Creek Bypass Channel Improvements
Obligation	Developer shall construct Pleasant Grove Creek bypass channel improvements. Prior to development of Phases A or C as shown on the Phasing Plan the bypass channel shall be constructed. Bypass channel improvements constructed on the City's Al Johnson Wildlife Area ("AJWA") property shall be consistent with the City's plans for a regional storm water detention facility. Developer shall construct the bypass channel improvements located within the CSP at its expense. City shall, at the time of its construction, to the extent funds are available in the Pleasant Grove Creek Drainage Fee Fund, fund the cost to construct bypass channel improvements. If sufficient funds are not available, Developer shall be entitled to credits against the City's Pleasant Grove Creek Drainage fees for the cost of constructing bypass channel improvements located within the AJWA property. Bypass channel improvements include grading and placement of soil, construction of berms, channel, low flow channel, weirs, inlet structure and outlet structure. Material excavated within the CSP shall remain within the CSP and material excavated within the AJWA property for construction of the improvements shall be used within the AJWA. Earthen material in excess of that required for the construction of berms on the south side of the bypass channel shall be placed as engineered fill on the AJWA property. Prior to the construction of the bypass channel improvements, detailed engineering drawings shall be submitted for review and approval by City. All aspects of the bypass channel as referred to in the Creekview Drainage and Stormwater Master Plan (December 13,2010) pertaining to velocities, erosion control, sediment transport, sediment deposition, contouring, storm water detention, restoration, and storm water management shall be addressed. Plans shall additionally include grading and placement of soil, construction of berms, low flow channel, weirs, inlet and outlet structures, maintenance protocols, and operational protocols associated with the future operations of the regional detention facility located on the AJWA property. The bypass

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	channel design shall include a grading plan for the placement of excess earthen material on the southwest portion of the AJWA property and shall provide positive drainage to Pleasant Grove Creek. Regulatory permitting and/or review shall be the responsibility of the Developer and coordinated with City efforts. Until such time as the obligations of the 404 Permit(s) and monitoring periods are complete, the Developer shall be responsible for operations and funding for maintenance of bypass channel improvements and to provide and conduct any remedial improvements that may be required.
Department	Engineering Division
Status	Currently not in development
Section	3.11.1
Title	On-site Electric Facilities
Obligation	"On-site" means within the Plan Area. Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Developer agrees to construct, or finance the construction of, on-site 12kv electric distribution facilities as directed by the Electric Utility Director. Developer shall construct or finance construction of on-site 12kV electric distribution facilities in accordance with final on-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Design of any final electric utility improvements (off-site, on-site, in-tract), including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable Specific Plan roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Developer.
Department	Electric Department
Status	Currently not in development
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	If the electric infrastructure is not installed to the boundary of the Plan Area prior to the start of construction of the first phase of the Specific Plan, Developer agrees to construct, or finance the construction of, off-site 12kV electric distribution facilities as directed by the Electric Utility Director. Developer shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Design of any final electric utility improvements (off-site, on-site, in- tract) including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable Specific Plan roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Developer.
Department	Electric Department
Status	Currently not in development
Section	3.11.3
Title	Electric Substation
Obligation	Prior to the issuance of the 500th residential building permit or any combination of building permits within the CSP, dedicate to City a 0.90 buildable acre site (parcel C-81) net of easements, wetlands, riparian corridors and required setbacks for use as an electrical substation. The substation site shall not be encumbered by any easements or any other use constraints, except as approved by the Electric Utility Director. At Developer's expense,

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	the substation shall be dedicated in fee, free and clear of all wetlands. Developer shall, as set forth below, and at Developer's expense, provide the substation site graded and compacted to within six inches (6") of final grade as approved by the Electric Utility Director and consistent with the City's grading ordinance, and where retaining walls are required, provide the retaining wall with split face key stone style or comparable quality I design to be installed by Developer. The Developer shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall be the width of twelve feet (12') plus two foot (2') aggregate base should be on each side of the road and shall have a structural section consisting of lime treated sub grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's engineering group before it is constructed. Developer shall complete the finished grading of the bike trail and power line corridor from the property boundary on the east to the future location of Westbrook Bridge crossing over Pleasant Grove Creek. This grading will facilitate the installation of the final alignment of the 60KV overhead line that will serve the future substation in the CSP. The trail and power line corridor will be graded to within 6" of final grade and will include a minimum of 6" aggregate base to serve as a temporary access road to the pole line installation. Any easements, access and dedications required to facilitate the installation of this pole line will also be provided by Developer. Developer shall grant a temporary easement for the temporary electric access road and dedicate the substation within the CSP as set forth below. Provided that Developer provides an access road, power line corridor, temporary easements and substation site as defined above prior to the issuance of the 500th residential building permit, the City shall not restrict the issuance of any additional building permits on the basis of insufficient electrical service capacity for the balance of the Project. Should the Developer fail to provide the required sites and access by the 500th permit, Developer will only be allowed up to 995 permits, or DUE equivalents or any combination of building permits within the CSP that the City determines, in its sole discretion, is the equivalent to building permits for 995 single family residential detached units. Delays by Developer in dedicating the substation site and power line corridor will result in delays in the availability of power until such time as the substation is fully operational with the ability to serve the remainder of the CSP. City shall construct the electric substation and all other tenant improvements on parcel C-81 at the time when needed to serve the development of the Plan Area provided the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation.
Department	Electric Department
Status	Currently not in development
Section	3.11.4
Title	60kV Disclosure
Obligation	Developer shall include a notice in the project CC&Rs and its sales documentation advising property owners adjacent to the 60 kV easement areas or adjacent to the final

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	location of the 60kV easement that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Developer agrees to construct, or finance construction of, streetlights within the Property. No street shall be accepted by the City, unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Currently not in development
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve ("TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder/homeowner and/or Developer. Roseville Electric shall install the device in a manner that does not delay Developer's construction or sale of the residence. Customers will be automatically enrolled in the load control program and will remain in the program or must actively opt out. Developer shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner

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	cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Developer will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Utility Director designee. Disclosures to subsequent purchasers regarding direct load control devices are required consistent with Section 3.23(15) of this Agreement. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Utility Director or designee.
Department	Electric Department
Status	Currently not in development
Section	3.12
Title	Parks, Open Space, and Bike Trails
Obligation	Developer shall dedicate to City a total of 15.7 acres of active park land and 136.2 acres of open space lands, pay fees for construction of city-wide park, park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements. Developer shall not construct any private single access gates or private access from any single parcel of residential property onto public spaces, such as parks, preserves, and paseos. Additionally, Developer shall place the foregoing restriction as applicable to property owners in the CC&Rs for any single family residential subdivision.
Department	Parks Department
Status	Currently not in development
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Developer shall dedicate to City a total of 15.7 acres of active neighborhood parkland and 136.2 acres of open space. The following four park parcels, and five open space parcels shall be dedicated to City as described below: 1. A 7.3-acre, more or less, portion of the Property for the purposes of a public park, shown as parcel C-60; 2. A 4.7-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-61 3. A 1.5-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-62; 4. A 2.2-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-63; 5. A 36.4-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modifications (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50; 6. A 35.8-acre, more or less, portion of the Property for the purposes of drainage,

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	flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51; 7. A 15.0-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52; 8. A 24.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space; and open space linkages, shown as parcel C-53; and 9. A 24.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages shown as parcel C-54. Developer shall dedicate to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD) any park lands and open space parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands and open space parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel and parcel grading, are substantially complete and the City is prepared to improve and maintain the site per Section 3.3.1 above. In the event Developer uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), Developer shall, prior to acceptance by City, restore the site to an acceptable rough graded condition. In the case where fill material is required to reclaim the site, fill shall be placed in engineered lifts. Developer shall submit a soils analysis report of the fill material to be used to the Parks & Recreation Department for review and approval prior to placement of material. Prior to dedicating any open space parcels to City, Developer shall work with City to ensure City has complete and permanent access to such open space parcels for maintenance and emergency response purposes.
Department	Parks Department
Status	Currently not in development
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the property shall be financed from the payment by developer of the city-wide and neighborhood park fees established for the specific plan in the parks and bike trails financing plan.
Department	Parks Department
Status	Currently not in development
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the property shall be financed from payment by developer of park fees. City agrees that the total amount to be financed by Developer pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan,

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	with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Currently not in development
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Developer shall support the formation of the Community Facilities District -Public Services District ("Services CFD") defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks, streetscapes and paseos.
Department	Parks Department
Status	Not formed yet
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the Parks Financing Plan for the Property, Developer shall pay a neighborhood park fee, upon the issuance of each residential building permit, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,623 per Low Density Residential unit, \$2,241 per Medium Density Residential Unit, and \$1,859 per High Density Residential unit, subject to annual adjustment, on July 1, based on the percentage change in the CCI. All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the CSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds five percent (5%). In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental Neighborhood and City-Wide Park and Bike Trail Fees to fund such shortfall from the rezoned parcel(s). At the end of each development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub-phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. Developer may request a refund of the pro-rata share of any remainder funds once the last neighborhood park in the CSP is complete. If there are any remainder fees, City shall, within ninety (90) days of filing a notice of completion of the last neighborhood park for the CSP, refund to Developer a pro-rata share of any remainder fees.
Department	Parks Department and Building Division
Status	Currently not in development
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Developer shall construct the frontage improvements (excluding landscaping), which include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of such utility stubs.

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	The cost of this work has been accounted for in the Neighborhood Park Fee as determined in the Parks Financing Plan. Developer shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Developer installs infrastructure frontage improvements for the neighborhood parks, Developer may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Developer. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Developer shall be entitled to a reimbursement for the sidewalk cost provided City has sufficient funds to reimburse Developer for such sidewalk improvements at the time that Developer would construct such improvements. If City does not have sufficient funds to reimburse Developer within sixty-(60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Developer from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Developer shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park Fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department
Status	Currently not in development
Section	3.12.4
Title	Citywide Park and Bike Trail Fee
Obligation	Developer shall pay the City-Wide Park and Bike Trail Fee at time of building permit. The City-Wide Park and Bike Trail Fee shall fund the construction of city-wide park facilities within the WRSP of the City and Class I bike trail construction within the Property. The City-Wide Park and Bike Trail Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 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.

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Department	Parks Department and Building Division
Status	Currently not in development
Section	3.12.5
Title	Citywide Park In-Lieu Fee
Obligation	The City-Wide Park and Bike Trail Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu Fee component to satisfy Developers' pro- rate share of the Plan Area's City-Wide parkland dedication requirement of 15.3 acres.
Department	Parks Department
Status	Currently not in development
Section	3.12.6
Title	Class 1 Bike Trail Construction
Obligation	Construct bike trails only if City has sufficient funds to reimburse Developer upon completion of construction, Developer shall design, secure necessary permits and construct certain Class 1bike trail improvements, including the two pedestrian/bicycle crossings within the Property. Should sufficient funds not be available to reimburse Developer, City shall be responsible for designing, permitting and constructing bike trails and pedestrian/bicycle crossings. Bike trails shall be constructed to City standards as and when Developer develops certain parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Developer shall be responsible for constructing abutments for the westerly pedestrian/bicycle crossing including permitting and resource mitigation. The construction of the abutment will be reimbursable from the City Wide Park and Bike Trail Fee and shall be reimbursed to the constructing party over time, as funds are made available. City shall fund and construct segment 4 of the bike trail improvements and the easterly pedestrian/bicycle crossing abutments and associated bike trail. City shall seek funding for segment 4 of bike trail improvements separate from the City-Wide Park and Bike Trail Fee. Developer is obligated for preliminary design, necessary permits, resource mitigation, and rough grading of bike trails within the open space at the time that mass grading adjacent to the open space occurs, including Segment 4. No reimbursement for this effort will be provided. The rough grading of the bike trails in the open space shall ensure that sufficient width and adequate grades are constructed to accommodate the future construction of the bike trails at a later date. Upon completion of the bike trail improvements, Developer shall receive reimbursement from City as provided in Section 3.12.4 and this Section 3.12.6. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with Developer memorializing such obligations and indemnifying Developer for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement that includes the bike trail on and across Developer's Property. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Parks Department and Alternative Transportation
Status	Under review (Alt Trans); Currently not in development (Parks)
Section	3.12.7

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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 Developer's General Plan park obligations for the dedication and improvement of neighborhood and city-wide parks and open space related to development of the Property.
Department	Parks Department
Status	Currently not in development
Section	3.12.8
Title	Open Space Preserve Areas
Obligation	Developer shall obtain from the Army Corps 404 Permit(s) to fill wetland resources in conjunction with development of the Property and the Plan condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas and consist of the following five parcels: 1. A 36.4-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50; 2. A 35.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51; 3. A 15.0-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., firebreaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52; 4. A 24.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-53; and 5. A 24.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-54.
Department	Parks Department
Status	Currently not in development
Section	3.12.8.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Developer of all conditions of the 404 Permit(s), and completion of any corresponding monitoring and reporting that may be required by the 404 Permit(s) during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Developer shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Parks Department
Status	Currently not in development
Section	3.12.8.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Developer shall

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	construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of the work shall be the responsibility of the Developer as part of roadway infrastructure improvements required prior to open space dedication.
Department	Parks Department
Status	Currently not in development
Section	3.13
Title	School Fee Agreements
Obligation	Landowner and Developer have entered or will enter into separate written agreements with the Roseville City School District, and the Roseville Joint Union High School District prior to any subdivision map approval or issuance of any building permit , to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Landowner and Developer are not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements. Landowner and Developer agree that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Building Division
Status	Currently not in development
Section	3.14.1
Title	Fire Tax Equivalent Fee
Obligation	The Fire Service Construction Tax set forth in Chapter 4.46 of the Roseville Municipal Code is no longer in effect. Developer or its respective successors shall pay a fee equal in amount to the discontinued Fire Service Construction Tax at issuance of building permit. Developer hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Currently not in development
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	In consideration of the annexation of the Property to City, Developer shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Developer shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Currently not in development
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, Developer shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52). Unless otherwise deferred pursuant to Section 3.17.1.2 (i) below, Developer shall pay the City Public Facilities Fee at time of building permit. The City Public Facilities Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the City Public Facilities Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division
Status	Currently not in development
Section	3.14.3
Title	Public Benefit Fee

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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, Developer shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280. The Public Benefit Fee for each high density residential unit shall be \$ 845. Unless otherwise deferred pursuant to Section 3.17.1.2 (i) below, Developer shall pay the Public Benefit Fee at time of building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division
Status	Currently not in development
Section	3.14.4
Title	Lines, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, CC&Rs, hazardous materials or assessments. Developer shall, for each such conveyance, provide to City, at Developer's expense, a current preliminary title report and preliminary site assessment for hazardous materials in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Developer shall provide and install signage at the following public facility sites to alert residents of future facilities: electric substation (C-81), sewer lift station site (C-82), solid waste recycling site (C-83), well site (C-84), park sites (C- 60, C-61, C-62, C-63), bike trails where they will abut residential property, and school site (C-80), per City specifications and applicable sign permits.
Department	Planning Division
Status	Currently not in development
Section	3.14.6
Title	Library Facilities
Obligation	Developer agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Currently not in development
Section	3.14.7
Title	Solid Waste Recycling Site (C-83)
Obligation	Developer is responsible to grade parcel C-83, and provide said site without environmental or other constraints. At Developer's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split-faced key stone style wall or comparable quality/design to be installed by the Developer. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities
Status	Currently not in development
Section	3.14.8
Title	Construction Waste

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Obligation	Developer shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction waste materials or require all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Developer shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Currently not in development
Section	3.14.9
Title	Weed Abatement on P/QP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Developer shall maintain such P/QP parcel to meet City's weed abatement standards.
Department	Parks Department
Status	Currently not in development
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Developer elects to develop the Property, Developer shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and identified in the mitigation monitoring plan or the EIR as a responsibility of Developer, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Currently not in development
Section	3.16
Title	Waiver
Obligation	Inconsideration of the benefits received pursuant to this Agreement, Landowner and Developer, on behalf of themselves and their respective heirs, successors in interests and assigns, waives any and all causes of action which they might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner and Developer, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.
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

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	arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right-of-way acquisitions; bridges/culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Developer shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City and Developer in accordance with the financing plan for the CSP. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	Currently not in development
Section	3.17.1.1
Title	Community Facilities District Formation – Project Infrastructure
Obligation	Nothing in this section shall be construed to require Developer to form a CFD nor, if formed, to preclude the payment by an owner of any of the parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD improvements, or any portion thereof, prior to the issuance of bonds.
Department	Finance Department
Status	Not formed yet.
Section	3.17.1.2
Title	Community Facilities District Formation – Project Infrastructure
Obligation	If Developer desires to form a CFD, City and Developer agree that, with the consent of Landowner and Developer, and to the extent permitted by law, City and Developer shall use their best efforts to cause bonds to be issued in amounts sufficient to effectuate the purposes of this section. City and Developer further agree that, with the consent of Landowner and Developer, or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding HOA's), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements.

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	(e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Developer, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go funds). City shall consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Developer may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Developer may utilize a phased bond sale or sales. (h) Developer may utilize private placement of bonds. (i) Bond proceeds from bond sales commencing in the year 31 timeframe (i.e., from and after the expiration of 30 years from the date of the initial issuance and sale of bonds) shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (l) City-Wide Park and Bike Trail Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) City Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (l), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HOR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the CSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (l), (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.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, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for city-wide park improvements from the pay-as-you- go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs city-wide park improvements in the WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event
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	that City does collect such additional pay-as-you-go revenues, and proceeds to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the CSP desires to pay such fees as provided in this Section 3.17.1.2 (i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid by such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from proceeds of such bond sales commencing in the year 31 timeframe, unless a CSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	Not formed yet.
Section	3.17.1.3
Title	Community Facilities District Formation – Project Infrastructure
Obligation	Concurrent with any formation of a CFD, Developer and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Developer shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Not formed yet.
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Developer for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Developer shall not be affected or reduced solely because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	Currently not in development
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to serve new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately serve portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to serve such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision

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	Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director. All wet utilities to be installed by Developer will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Developer shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Public Works, Finance and Environmental Utilities
Status	Currently not in development
Section	3.19
Title	Community Facilities District – Public Services
Obligation	3.19.1-CFD Formation. 3.19.1.1-Consent, Waiver, and Special Benefit No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Facilities District - Public Services has been formed to include the Property ("Public Services CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non-residential land uses.
Department	Finance and Building Division
Status	Currently not in development
Section	3.19.1.2
Title	CFD – Public Services – Zones of Benefits
Obligation	The Public Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	Currently not in development
Section	3.19.2
Title	CFD – Public Services
Obligation	3.19.2 Public Services. The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project;

Creekview Specific Plan Development Agreement Implementation Matrix

	3.19.2.4 Maintain bikeways and their appurtenances (drainage limited to culverts or outfall pipes from adjacent subdivisions or roads, signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan); 3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within rights-of-way and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters; 3.19.2.9 Maintain flood control facilities including detention basins, created wetlands, creek ways, beaver management and on and off-site Pleasant Grove Creek bypass channel improvements; 3.19.2.10 Maintain open space areas including general maintenance, signage and city-owned fence maintenance, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain a Replacement Reserve Fund for repair and replacement of entry features, signage, lighting, park amenities, masonry walls and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and 3.19.2.13 Maintain the bus transfer station, bus shelters, bus stops, and bus signs.
Department	Finance Department
Status	Not formed yet
Section	3.19.3
Title	CFD – Public Parcel Exclusion
Obligation	Developer expressly agrees that parcels conveyed or to be conveyed to the City, Roseville City School District, or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Currently not in development
Section	3.20
Title	Community Facilities District – Municipal Services
Obligation	3.20.1 - CFD Formation – Municipal Services 3.20.1.1 – Consent, Waiver and Special Benefit No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District –Municipal Services ("Municipal Services CFD") has been formed or annexed to the City's existing Municipal Services CFD. Developer consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in

Creekview Specific Plan Development Agreement Implementation Matrix

	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 2010/11 City fiscal year, and as subsequently adjusted annually) shall be \$356 for LDR units, \$208 for MDR units, \$104 for HDR units, \$833 per acre for commercial/business professional land uses, and \$969 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Building Division and Finance Department
Status	Currently not in development
Section	3.20.2
Title	CFD Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the CSP's impact on City general fund resources available to pay for municipal services citywide, including the CSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Currently not in development
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Developer expressly agrees that parcels conveyed or to be conveyed to the City, Roseville City School District, or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Municipal Services CFD.
Department	Finance Department
Status	Currently not in development
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Developer and City agree to grant encroachment permit(s) or maintenance easements for all Services CFDs to Developer or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback, open space and preserve areas or city property (including streets and rights-of-way) to perform the maintenance obligations described herein. Access Improvements shall be provided as necessary and as a part of the street infrastructure provided by Developer to ensure vehicular access to open space parcels.
Department	Engineering and Parks Department
Status	Currently not in development
Section	3.22
Title	Grading Permit
Obligation	Prior to the initiation of any construction activities, the Developer shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards, the State Water Quality Control Board SWP3 requirements, and the State General Construction Permit. 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

Creekview Specific Plan Development Agreement Implementation Matrix

	commencement of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner; or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when transporting earthen materials. With regard to any and all P/QP parcel dedications to City and at Developer's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality/design to be installed by the Developer.
Department	Public Works Department and Engineering Division
Status	Currently not in development
Section	3.23
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Developer hereunder, and to all subsequent purchasers of any lots and/or residential units within the Property, of the following matters: 1. Designation of Blue Oaks Boulevard and Westbrook Boulevard as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "S"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the east side of Westbrook Boulevard, on the north side of Blue Oaks Boulevard and through the open space corridor (C-52, C-54, C-40, C-60, C-6, and C-81). 7. Requirement for fifty percent (50%) reduction in construction waste stream. 8. Location of elementary schools and parks within one mile. 9. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 10. Location of P/QP sites: electric substation (C-81), sewer lift station (C-82), solid waste recycling center (C-83), groundwater well site (C-84).

Creekview Specific Plan Development Agreement Implementation Matrix

	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. If Developer records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval.
Department	City Attorney and Landowner
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.24
Title	General Signage
Obligation	A. Utility Sites (see Section 3.14.5): Developer shall install signage at all future utility sites (including, but not limited to, the well site, sewer lift station, solid waste recycling site, and electrical sub-stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/construction of any public facilities. B. Affordable Housing: Developer shall install signage at future affordable rental housing sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by developer.
Department	Environmental Utilities, Public Works, Electric, Planning and Housing
Status	Currently not in development
Section	3.25
Title	Reimbursements to/from WRSP for Oversized Improvements

Creekview Specific Plan Development Agreement Implementation Matrix

Obligation	A. Developer acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have incurred costs and have constructed or will construct improvements oversized to benefit certain third parties, including Developer. Such oversized improvements may include sewer, water and recycled water and are those set forth in Exhibits "II" and "00" to the WRSP development agreements ("WRSP Reimbursable Costs"). Developer further acknowledges that City is obligated to use its best efforts in requiring reimbursements, pursuant to the WRSP development agreements, from benefiting third parties. Reimbursements due from CSP to the WRSP developer(s) are set forth in Exhibit "If" to this Agreement. CSP's share of costs based on Flow in Pipe(s), shall be reimbursable to WRSP developer(s) pursuant to this Section 3.25. That share of costs shall be fixed as a percentage based on the number of DUEs ("EDUs," in Exhibit "JJ") allocated to Developer's large lot parcel at the time of CSP approval and set forth in Exhibit "JJ" to this Agreement. The percentage shall be calculated using the allocated DUEs for each large lot parcel as provided in Exhibit "JJ" as the numerator, and the total number of DUEs in the CSP, including the Urban Reserve parcel, as the denominator. Any reimbursement payment required pursuant to this Section 3.25 shall be due and payable to the WRSP developers, unless otherwise stated herein, upon the earlier of the formation of and issuance of bonds for a CFD serving that large lot parcel, or recordation of the first final small lot residential subdivision map, or issuance of the first building permit for a high density residential ("HOR") or non-residential project, on that large lot parcel. Once Developer has made its reimbursement payment(s) in full pursuant to this Section 3.25, Developer shall have no further reimbursement obligation to the WRSP developer(s) for that large lot parcel. Reimbursements shall be paid directly to WRSP developers and not the City unless: (1) the reimbursement is owed to a CFD, in which case, the reimbursement would pass through the City to the applicable CFD; or (2) the improvements have not yet been constructed, or constructed but the City has not accepted, as outlined in subsection (3) below. Developer shall provide documentation to City that the reimbursements as specified in this Section 3.25 have been paid. Developer's obligation to reimburse the WRSP developer(s) pursuant to this Section 3.25 is conditioned upon the City obtaining sufficient documentation from WRSP developers supporting the costs subject to reimbursement by Developer. In the case of improvements constructed, the WRSP developer(s) shall provide City with copies of invoices for the actual cost of constructing such improvements. If such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements shall then be used. Actual cost of construction includes those items as set forth in Section 4.2.3. B. In the case of costs incurred by WRSP developer(s) for planning and Environmental analysis, the WRSP developer(s) shall provide City with copies of invoices for such costs incurred and a breakdown of Developer's pro rata share and the basis upon which such share has been calculated. Developer's total reimbursement obligation shall be based on gross acreage. Reimbursements shall be paid on a pro rata fair share basis for 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).
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Creekview Specific Plan Development Agreement Implementation Matrix

	1. on Exhibit "P"); 18-inch sewer trunk line in Westbrook Boulevard (Segment B3, UR9) (shown); 2. 24-inch recycled water pipeline in Blue Oaks Boulevard (Segment B3,UR4) (shown on Exhibit "X"); and 3. 24-inch recycled water pipeline in Westpark Drive (Segment B4, UR5) (shown on Exhibit "X). A minimum of one year prior to constructing any of the three improvements listed above, Developer shall give notice to City that it intends to construct the improvements. City shall notify property owners outside the Property (who, in City's reasonable determination, may be interested in developing their property with connections to the improvements) that they may be able to achieve efficiencies in the future development of their property as follows. Developer agrees to increase the capacity of ("upsized") the improvements to accommodate such additional property development, provided that not later than six (6) months prior to the intended date designated by Developer for construction of the improvements, both of the following have occurred: 1. Such other property owners (or City, at City's option) have paid to Developer, in full, the difference between Developer's actual (or estimated, to the extent that actual costs are not then available) costs for the upsized improvement and Developer's estimated costs for the above described improvement required pursuant to this Agreement. 2. Such other property owners (or City, at City's option) have entered into a written agreement with Developer for direct payment to Developer of an amount equal to percentage of capacity within the pipe attributable to the other party, less the amount advanced in payment of incremental hard and soft costs for upsizing. Any such agreement shall provide for payment in full as a condition of the other party's connection to the utility system that includes the above improvements, and shall be provided on a large lot basis as described in Section 3.25A. For purposes of the foregoing, hard and soft costs shall be as defined in Section 4.2.3. D. No final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates of occupancy regardless of use type, shall be withheld or delayed by City in the CSP due to any delay in submission of requests for reimbursement,. And documentation justifying such reimbursement, by the WRSP developers to City. E. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement obligations to the WRSP developers. F. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Environmental Utilities and Finance Department
Status	Currently not in development
Section	3.26
Title	Reimbursements to/from Third Parties for Advanced Construction
Obligation	In the event that Developer or third parties advance construction of roadways or other

Creekview Specific Plan Development Agreement Implementation Matrix

	infrastructure (excluding oversized wet utilities) otherwise required of or by the other, Developer shall provide reimbursement to third parties or shall receive reimbursement from third parties for their share of the actual costs of that construction as set forth in Section 4.2.3. Reimbursement to/from third parties shall be paid in full at the time when construction of the improvement would have otherwise been required had the improvement not been advanced. Reimbursement shall be adjusted annually by the CCI from the date the reimbursable costs were incurred to the date of reimbursement.
Department	Finance Department
Status	Currently not in development
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Developer as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Developer with the terms of the Agreement shall be conclusive with respect to the performance of Developer during the period preceding the review. Developer shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Developer shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner and Developer a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City 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 - Fiddymment 44 Property
Development Agreement Implementation Matrix**

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

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

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

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

**North Industrial Specific Plan - Fiddymment 44 Property
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2017													
Section	2.2												
Title	Entitlements												
Obligation	Vested Entitlements land uses: <table> <tr> <td>SFD- Low Density Residential</td><td>148 Units on 28.9 acres</td></tr> <tr> <td>Private Common Area</td><td>7.0 acres</td></tr> <tr> <td>Woodcreek East PCL 1 Access</td><td>.6 acres</td></tr> <tr> <td>Open Space Environmental Preserve</td><td>6.1 acres</td></tr> <tr> <td>ROW/Landscape Corridors</td><td>1.9 acres</td></tr> <tr> <td>Total =</td><td>44.5 acres</td></tr> </table>	SFD- Low Density Residential	148 Units on 28.9 acres	Private Common Area	7.0 acres	Woodcreek East PCL 1 Access	.6 acres	Open Space Environmental Preserve	6.1 acres	ROW/Landscape Corridors	1.9 acres	Total =	44.5 acres
SFD- Low Density Residential	148 Units on 28.9 acres												
Private Common Area	7.0 acres												
Woodcreek East PCL 1 Access	.6 acres												
Open Space Environmental Preserve	6.1 acres												
ROW/Landscape Corridors	1.9 acres												
Total =	44.5 acres												
Department	Planning Division												
Status	Obligation Complete.												
Section	2.5.1												
Title	Processing Fees and Charges												
Obligation	Developer shall pay those fees that apply to the processing, inspection and plan checking as required by the City.												
Department	All Development Departments												
Status	Developer paying fees that apply to processing, inspection and plan check requirements.												
Section	2.5.2												
Title	Public Financing limited to specific funding mechanisms and fees												
Obligation	The Landowner shall participate in a community facilities district to fund the acquisition and construction of specific facilities and maintenance of those improvements.												
Department	Finance Department												
Status	Obligation complete.												
Section	2.6												
Title	Affordable Housing												
Obligation	Developer shall develop or cause 10% of the total residential units to be developed as affordable housing (4% affordable to low income, 4% to very low income and 2% to middle income). Prior to the approval of the final residential small lot subdivision map Developer shall enter into the Affordable Purchase Housing Agreement.												
Department	Housing Department Track affordable units within project area.												
Status	City entered into Affordable Purchase Housing Development Agreement 03/15/2006, recorded 03/22/2006 by instrument #2006-0030928. Obligation Complete.												
Section	2.7												
Title	Wetlands												
Obligation	2.7.1: Developer to obtain 404 permit to fill a portion of the wetlands on the property. 2.7.2: Developer responsible for monitoring and reporting requirements under the 404 permit.												
Department	Engineering Division												
Status	Obtained 404 permit, obligation complete.												
Section	3.2												
Title	Park and Open Space												
Obligation	3.2.1: Developer shall dedicate a total of 6.1 acres of open space to the City to be protected as permanent Environmental Preserve. 3.2.2: Developer obligated to provide 9 acres of parkland (consisting of 3 acres of neighborhood												

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

	parkland, 3 acres of City-wide parkland and 3 acres of passive parkland) per 1,000 residents. Developer's parkland obligation shall be in the total of 3.39 acres, consisting of 1.13 acres of neighborhood parkland, 1.13 acres of City-wide parkland, and 1.13 acres of passive parkland. Developer is eligible for credit of .61 acres to be applied against developer's passive parkland dedication obligation of 1.13 acres, resulting in remaining passive parkland dedication obligation of .52 acres. In lieu of the dedication of 1.13 acres of neighborhood parkland, developer shall pay \$1,527 per residential unit.
Department	Parks & Recreation Department
Status	Obligation Complete.
Section	3.2.3
Title	Park Improvement Costs
Obligation	Developer shall pay a neighborhood park fee and a City-wide park fee. Neighborhood park fee \$1,527 per residential unit. Citywide Park fee \$1,153 (\$1,674 - \$521 = \$1, 153) credit of \$521 for parkland dedication requirements
Department	Parks & Recreation Department
Status	Obligation Complete.
Section	3.2.3.5
Title	Open Space Component Fee
Obligation	Accepting the Business Professional property the Landowner is obligated to pay an open space component fee for the property \$26,480 with no school site reservation and \$11,480 with a school site reservation. 50% of the in-lieu fee shall be paid at the 10th building permit and the remainder at the 275th building permit. Fees are subject to annual adjustment based on CCI.
Department	Parks & Recreation Department
Status	On going
Section	3.2.4
Title	Park Improvement Costs
Obligation	Developer shall pay a neighborhood park fee and a City-wide park fee. Neighborhood park fee \$1,527 per residential unit. Citywide Park fee \$1,153 (\$1,674 - \$521 = \$1, 153) credit of \$521 for parkland dedication requirements.
Department	Building Division
Status	Collected with Building Permit - Obligation Complete.
Section	3.3
Title	School Fee Agreements
Obligation	The developer has, with the consent of the Landowner, entered into an agreement with Roseville City School District for the purposes of establishing a mitigation fee. The Developer shall enter into an agreement with RJUHSD prior to the final approval of subdivision map. Prior to approval of subdivision map an agreement shall be entered into between Developer and RJUHSD.
Department	(None Listed)
Status	Obligation Complete.
Section	3.4
Title	Public Utilities within Right-of-Ways
Obligation	All public utilities shall be located within the right-of-ways to be granted by the Landowner to the City. Upon approval of the large lot subdivision map or demand of the City based on need the

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

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

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

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

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

Status	Wastewater Master Plan and Improvement Plan reviewed and approved. Obligation Complete.
Section	3.9.3
Title	Access to Manholes
Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles, unless otherwise approved by the Environmental Utilities Director.
Department	Public Works
Status	Obligation Complete.
Section	3.10.1
Title	Blue Oaks Blvd. Frontage Improvements
Obligation	Developer shall construct Blue Oaks Blvd. in its ultimate location to provide two westbound lanes unless constructed by the Developer of the Longmeadow Property.
Department	Engineering Division
Status	Complete
Section	3.10.2
Title	New Meadow Frontage Improvements
Obligation	Portion of New Meadow roadway in western edge of property to be dedicated to the City for right-of-way. Upon recordation of SUBD or SLM Landowner shall dedicate the right-of-way within the property required to make the improvements.
Department	Engineering Division
Status	Complete

Section	3.10.3
Title	PG&E Gas Line Relocation
Obligation	Developer shall be responsible for 60% of relocation costs for PG&E gas line to accommodate signalization of Blue Oaks Blvd. All additional realignment of PG&E facilities required to the Blue Oaks/new Meadow intersection shall be paid for by the Developer. Upon recordation of SUBD or SLM Landowner shall dedicate the right-of-way within the property required to make the improvements.
Department	Engineering Division
Status	Complete
Section	3.10.4
Title	Timing, Dedication, and Construction of Road Improvements
Obligation	Upon recordation of the final small lot subdivision map, developer shall dedicate the right-of-way within the property requirements for the improvements. If developer constructs those required improvements per sections 3.10.1, 3.10.2, and 3.10.3, developer is entitled to reimbursement.
Department	Engineering Division
Status	Complete
Section	3.10.5
Title	Road Improvement Standards
Obligation	All public roadway improvements to be installed by Developer shall comply with City's current standards and documented on the tentative subdivision map.
Department	Engineering Division
Status	Complete
Section	3.10.6

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

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

**North Industrial Specific Plan - Fiddymment 44 Property
Development Agreement Implementation Matrix**

Section	5.2
Title	Annual Review
Obligation	City shall review the extent of good faith substantial compliance by Landowner and Longmeadow with the terms of this agreement
Department	Development Services Prepare Annual Development Agreement review for City Council action.
Status	On-going.

**North Industrial Specific Plan – Hewlett Packard Master Plan
Development Agreement Implementation Matrix**

Owner Name: Hewlett Packard Company
11445 Compaq Center West Drive
Houston, TX 77070

BBC Roseville, LLC
130 Diamond Creek Pl.
Roseville, CA 95678

Quality Investment Properties Roseville, LLC
12851 Foster Street
Overland Park, CA 66213

California Bank & Trust
1900 Main Street, Ste 200
Irvine, CA 92614

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

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Hewlett Packard Company	July 26, 1996	25 Years	3003
Amendments:			
Hewlett Packard Company	#1 – June 22, 2001		3665
Hewlett Packard Company and BBC Roseville Oaks, LLC (PCL 1 & 4) Parcel 1 – 140.70 acres owned by HP Parcel 4 – 189.88 acres owned by BBC	#2 – Sept. 18, 2015		5548
Hewlett Packard Company Parcel 1 – 140.70 acres *California Bank & Trust	#3 – Sept. 18, 2015		5533
BBC Roseville Oaks, LLC Parcel 4 – 189.88 acres	#4 – Sept. 18, 2015		5534
BBC Roseville Oaks, LLC Parcel 4 – 189.88 acres	#5 – Oct. 7, 2016		5734

North Industrial Specific Plan – Hewlett Packard Master Plan Development Agreement Implementation Matrix

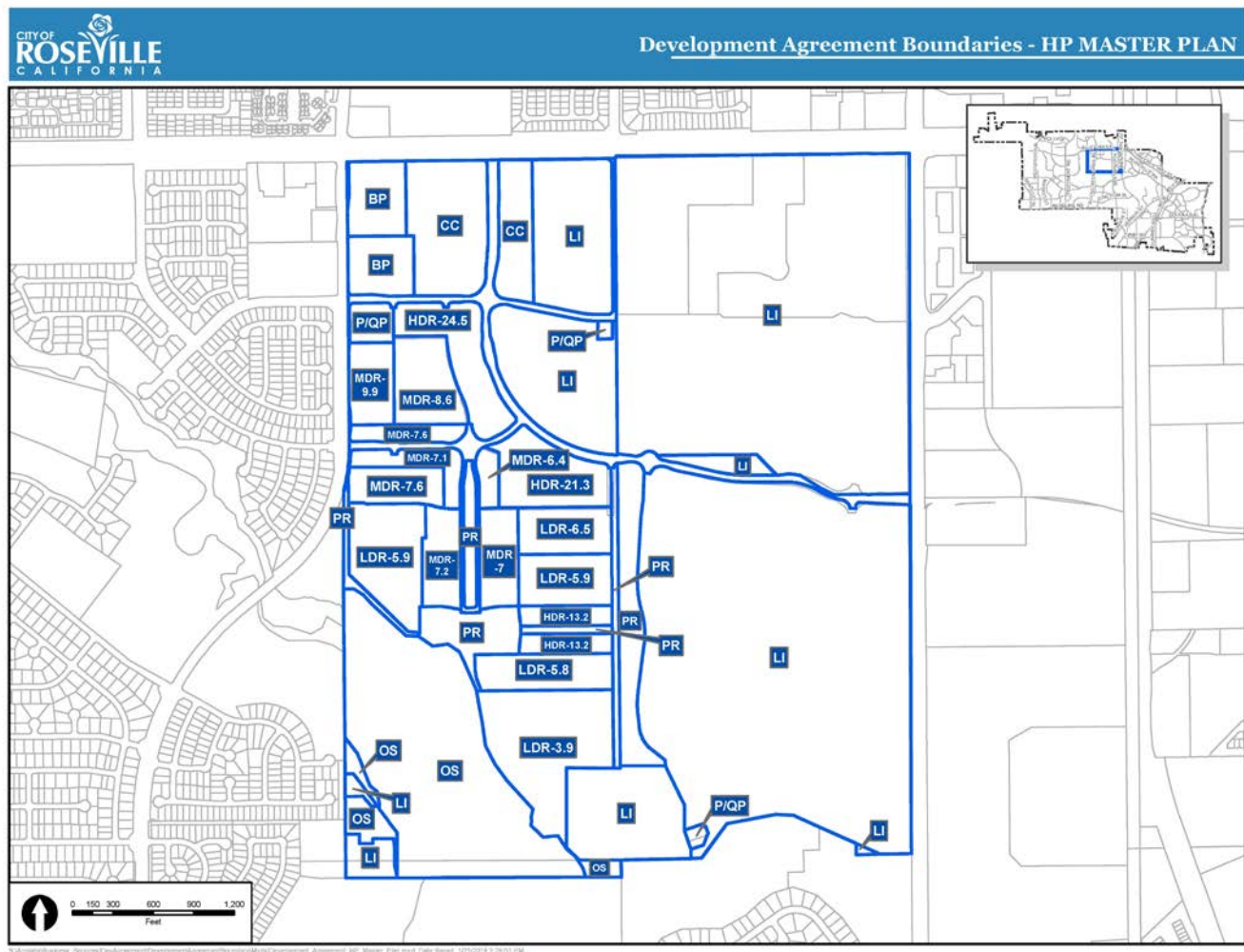
Quality Investment Properties
Roseville, LLC, Quality Investment
Properties Roseville II, LLC, Quality
Investment Properties Land Company, LLC
Parcel 3 – 59.2 acres

#6 – May 19, 2017

5829

Note:

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



North Industrial Specific Plan – Hewlett Packard Master Plan Development Agreement Implementation Matrix

Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	1.3
Title	Term Amendment #2 – Ord. #5548
Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: The City and the amending landowners hereby agree to extend the term of the Development Agreement to and through December 31, 2045, unless the Development Agreement is terminated, modified or extended by circumstances set forth in the Development Agreement, as amended, or by mutual consent of the parties hereto.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.
Section	1.4
Title	Subsequent Amendments, New Development Agreements and/or Master Plan Amendments Amendment #2 – Ord. #5548 Amendment #6 – Ord. #5829
Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: This Agreement and/or the Master Plan may be replaced and/or amended from time to time as to Parcels 1 or 4, or any such Parcel or as to any portion thereof, by mutual consent of City and a Landowner, including any successor owner of any portion of Parcel 1 and/or 4 subject of such amendment, in accordance with the provisions of the Development Agreement Statute and City Ordinance and as provided for herein. If the proposed amendment or new agreement affects less than all of Parcels 1 and 4, then such amendment or new agreement need only be approved by the owner(s) in fee of the portion of such Parcels that is subject to or affected by such amendment or new agreement subject to the provisions of this Agreement. Landowner may seek to amend this Agreement or adopt a new development agreement for the Parcel owned thereby, including changes to the allowable land uses and other terms and provisions of the Master Plan vested hereby applicable to the development and use of such Parcel, or any portion thereof, independent of and without the consent of the other Landowners. Landowner, at its discretion, may seek as part of any such amendment or new agreement to amend the Master Plan as applied to the Parcel owned thereby or to create its own separate plan for development of its Parcel, or any portion thereof, independent of and in place of the Master Plan. However, City hereby agrees that any such amendment or new agreement and/or amendment to the Master Plan by an amending Landowner with respect to the Parcel owned thereby shall: 1. Not negatively affect or reduce the development rights allocated to and vested for the other Parcel or the Remaining -Property, or any portion thereof, granted pursuant to the Development Agreement, as amended by this Second Amendment, unless otherwise agreed to in writing by the Landowner of the other Parcel or property whose allocated development rights are proposed to be affected or reduced thereby pursuant to a corresponding, concurrently approved amendment or new agreement and/or amendment to the Master Plan for such other affected Parcel or property; 2. Not impose any new obligations or conditions upon development of the other Parcel or the Remaining Property, or any portion thereof, to mitigate any impacts associated with the amendment, new agreement and/or amendment to the Master Plan for the

North Industrial Specific Plan – Hewlett Packard Master Plan Development Agreement Implementation Matrix

	Parcel that is the subject of such amendment; or portion thereof, which impacts shall be fully addressed and mitigated through the terms of the amendment, new agreement and/or amendment of the Master Plan applicable to the amending Parcel, or the amending portion thereof; 3. Not affect or reduce the rights of the other Amending Landowner hereunder to obtain from the amending Landowner the right of way dedications and construction licenses to be provided hereunder or to obtain reimbursement from the amending Landowner for certain improvements installed by the other Amending Landowner that benefit and/or are used by the amending Parcel, as more particularly provided herein; and 4. Not affect or reduce the provisions of this Section 1.4 or any other terms or provisions of the Development Agreement amended by this Second Amendment that protect and preserve the vested rights allocated hereunder to the other Amending Landowner, without the written agreement of the other Amending Landowner affected thereby." Quality Investment Properties Amendment #6 This Agreement and /or the Master Plan may be replaced and/or amended from time to time as to Parcel 3, or any such parcel or as to any portion thereof, by mutual consent of CITY and a Landowner, including any successor owner of any portion of Parcel 3 subject of such amendment, in accordance with the provisions of the Development Agreement Statute and City Ordinance and as provided for herein. If the proposed amendment or new agreement affects less than all of Parcel 3, then such amendment or new agreement need only be approved by the owner(s) in fee of the portion of such Parcel that is subject to or affected by such amendment or new agreement subject to provisions of this Agreement. LANDOWNER may seek to amend this Agreement or adopt a new development agreement for the parcel owned thereby, including changes to the allowable land uses and other terms and provisions of the Master Plan vested hereby applicable to the development and use of such parcel, or any portion thereof, independent of and without the consent of the other Landowners subject to the Development Agreement. LANDOWNER, at its discretion may seek as part of any such amendment or new agreement to amend the Master Plan as applied to the parcel owned thereby or to create its own separate plan for development of its parcel, or any portion thereof, independent of and in place of the Master Plan. However, CITY hereby agrees that any such amendment or new agreement and/or amendment to the Master Plan by a Landowner with respect to the parcel owned thereby shall: 1. Not negatively affect or reduce the development rights allocated to and vested in the Development Agreement for any other Parcel, or any portion thereof, granted pursuant to the Development Agreement, as amended by the Second through Fifth Amendments and this Sixth Amendment, unless otherwise agreed to in writing by the Landowner of the other parcel or property whose allocated development rights are proposed to be affected or reduced thereby pursuant to a corresponding, concurrently approved amendment or new agreement and/or amendment to the Master Plan for such other affected parcel or property; and 2. Not impose any new obligations or conditions upon development of any other Parcel subject to the Development Agreement, or any portion thereof, to mitigate any impacts associated with the amendment, new agreement and/or amendment to the Master Plan for the parcel that is the subject of such amendment, or portion thereof, which impacts shall be fully addressed and/or mitigated through the terms of the
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North Industrial Specific Plan – Hewlett Packard Master Plan Development Agreement Implementation Matrix

	amendment, new agreement and/or amendment of the Master Plan applicable to the amending parcel, or the amending portion thereof.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.
Section	2.4.2
Title	Option to Participate in CFD Amendment #2 – Ord. #5548 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: Nothing in the foregoing shall restrict a Landowner, each in its sole discretion and without affecting or requiring participation by any other Landowner, from electing to include its Parcel within any community facilities district, assessment district or other such financing district to finance the construction of public improvements and/or the payment of fees for public improvements to support the development of such Landowner's Parcel. BBC Roseville Oaks, LLC: This Agreement includes specific construction funding and reimbursement obligations of Landowner and specific rights or obligations, as the case may be, to participate in a community facilities district(s) or a similar financing district to fund the acquisition and construction of specific facilities and the maintenance of certain improvements. Landowner's obligation with respect to the participation of the Property in any funding mechanisms to support the construction of any other public facilities and improvements or the provision of public services in relation to development of the Property shall be to pay City fees related to the construction and provision of such public facilities authorized by ordinance to be collected by City as of the date that City executes this Agreement as such fees may be adjusted from time to time in accordance with applicable law, or such other fees as may be duly adopted in the future by City from time to time in accordance with applicable law provided, however except as otherwise specifically provided in this agreement, landowner's obligation to pay future City fees is limited to those fees adopted on a city-wide basis or which apply uniformly to all properties within the City of Roseville which are zoned consistent with the Property's zoning as set forth in the Entitlements. Or which apply uniformly to all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances.
Department	Finance Department
Status	CFD formed. Obligation Complete.
Section	3.3.6
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.

North Industrial Specific Plan – Hewlett Packard Master Plan Development Agreement Implementation Matrix

Department	Electric Department
Status	Dedicated at another site – Obligation complete.
Section	3.4.2
Title	Other Agency Approval
Obligation	Hewlett Packard Company: Prior to approval of the Master Drainage Impact Study or issuance of any building or grading permit, LANDOWNER shall obtain, at LANDOWNER's expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board, and the U.S. Army Corps of Engineers. Prior to the issuance of any building permit or grading permit, LANDOWNER shall also obtain, at LANDOWNER's expense, any necessary permits and agreements from the California Department of Fish & Game. LANDOWNER shall prepare and implement a Storm Water Pollution Prevention and Monitoring Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) in accordance with the SWP3 as approved by the Regional Water Quality Control Board (RWQCB) concurrently with the construction of any improvements. LANDOWNER shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program prior to the start of any construction, including grading. LANDOWNER shall maintain all improvements and BMP's required by the SWP3.
Department	Engineering Division
Status	The Engineering Dept. reviewed the R21 building - all necessary permits from the RWQCB, ACOE, and DF&G were received and a SQP3 was reviewed and approved. Other areas - ongoing
Section	3.4.5
Title	Conservation Easements
Obligation	Hewlett Packard Company: LANDOWNER shall, prior to approval of a building permit for any portion of the Property whose surface water drainage will rely on drainage into either the Southern Detention Basin, the Northern Detention Basin or the Temporary Basin, grant to CITY a conservation, habitat preservation, and flow easement over the applicable Basin and, when requested by CITY, over the area of the one hundred (100) year floodplain for the South Branch of Pleasant Grove Creek. With respect to the easement for the Temporary Basin, such easement shall be temporary and shall automatically terminate upon the grant by LANDOWNER to CITY of the conservation, habitat preservation and flow easement for the Northern Detention Basin. Upon the grant by LANDOWNER of such easement for the Northern Detention Basin, CITY shall quitclaim its rights under the temporary easement over and for the Temporary Basin. Each easement shall include those adjacent areas required to provide emergency CITY access to the applicable Basin and floodplain area. Each easement shall restrict the use of the burdened property to those open space uses which (with the exception of permitted on-site flood water detention) will not restrict the flow of flood waters.
Department	Engineering Division
Status	HP has initiated the process of the dedication of conservation, habitat preservation and flow easements over the temporary basin and will grant them as soon as the documents are complete. Conservation Easement approved. A total of 44.6 acres of OS/Preserve was granted to the City on July 25, 2008 (Doc. # 2008-0060395). Obligation Complete.
Section	3.5.2.D

North Industrial Specific Plan – Hewlett Packard Master Plan Development Agreement Implementation Matrix

Title	Reservation of Well Sites
Obligation	Hewlett Packard Company: Landowner hereby offers to dedicate to CITY a groundwater well site the area within the Property described therefor on Exhibit "D" attached hereto (the "Well Site") together with a twenty-five foot (25') easement for public utility and access purposes extending north to the nearest then existent public utility easement. LANDOWNER offers to dedicate to CITY, without compensation, the Well Site, in fee, free and clear of any monetary encumbrances, except for truces and assessments not then delinquent. The use of such Well Site shall be limited for the purpose of constructing and maintaining a groundwater well for potable water and appurtenant uses. The term of this dedication shall commence upon the effective date of this Agreement and shall terminate on the expiration of this Agreement or upon written notice from CITY that it will not need the Well Site for potable water purposes, whichever occurs first.
Department	Environmental Utilities Department
Status	On May 25, 2003 the city of Roseville requested the dedication of the groundwater well site on the Woodcreek Oaks side of the property. In addition to the well site dedication the Environmental Utilities Department would like a 25' PUE easement on the adjacent parcel for access. Well site dedication expected to occur Fall 2003. Dedicated with the Campus Oaks large lot map. Obligation Complete.
Section	3.5.4
Title	Confirmation of Water Supply Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: The City has determined, even without Landowner's planned utilization of Recycled Water and implementation of the Water Conservation Plan, that the water demand for the Project is less than the demand originally associated with the previously approved land uses for the Campus Oaks Property and, therefore, the available water supply, as originally set-aside to serve development of the Campus Oaks Property, is sufficient to serve all of the Project. This determination was the conclusion of a review of the demand and source issues originally planned for the Property, and as modified by the projected build-out of the Project, based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Campus Oaks Master Water Conservation Plan (June 18, 2015) as shown in Exhibit M. The sources for water evaluated for the Project are the same types of sources currently used throughout the City; namely, surface water contracts with federal and local agencies, and, in drought or emergency situations, the use of groundwater. City and Landowner are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid and are adequately served by the water demands and sources originally planned for development of the Property.
Department	Environmental Utilities Department
Status	Obligation complete.
Section	3.8.3
Title	Subdivision Amendment #3 – Ord. #5533 Deleted Section 3.8.1 through 3.8.4
Obligation	Hewlett Packard Company:

North Industrial Specific Plan – Hewlett Packard Master Plan Development Agreement Implementation Matrix

	As a condition of approval of a subdivision or parcel map for a portion of the Property which abuts either Blue Oaks Boulevard or Woodcreek Oaks Boulevard, CITY may require construction of improvements to the abutting portion(s) of said roadway(s) prior to the time set forth in Sections 3.8.1 or 3.8.2 as allowed by the Subdivision Map Act and the City of Roseville Subdivision Ordinance, as amended from time to time.
Department	Engineering Division
Status	Deleted obligation
Section	3.8.4
Title	Foothills Boulevard Landscaping Amendment #3 – Ord. #5533 Deleted Section 3.8.1 through 3.8.4 Amendment #4 – Ord. #5534 Deleted Section 3.8.4 and 3.8.5
Obligation	Hewlett Packard Company: Within three (3) months of the effective date of this Agreement, LANDOWNER shall prepare and submit to CITY a landscaping plan for the installation of landscaping along the balance of the Property adjacent to Foothills Boulevard that is not now landscaped. Such plan shall include a phasing plan for the timing of such installation from the existing landscaping to the intersection of Foothills and Blue Oaks Boulevards. LANDOWNER shall commence the installation of such landscaping and diligently proceed therewith, all in accordance with the terms and provisions of the landscaping plan, including the phasing plan provided therefor, once said plan is approved by CITY.
Department	Engineering Division
Status	Deleted obligation
Section	3.8.5
Title	Security Gates Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534 Deleted Section 3.8.4 and 3.8.5
Obligation	Hewlett Packard Company: LANDOWNER shall have the discretion to install security gates at the entrances to the Property from Foothills, Blue Oaks and/or Woodcreek Oaks Boulevards. With respect thereto, LANDOWNER shall design the security gates to allow adequate stacking from the edge of the right of way from the applicable Boulevard as approved by CITY and to provide at a minimum for a turn-around for a semi-trailer truck, which turn around may be located inside the security gate. Upon request of CITY, LANDOWNER shall prepare and submit a stacking analysis for approval by CITY for each proposed new security gated entrance. 3.8.5 No Security Gates Within HP Way Right of Way. In consideration of this Agreement and the intent that the City accept HP Way and utility improvements to be installed therein as a public road and utilities, Landowner shall not have the right to install or maintain any security gates along the portion of HP Way dedicated or to be dedicated to the City. Notwithstanding the foregoing, Landowner shall have the right to install security gates at any entrance to the HP Property adjoining HP Way or along Local Road E (as long as such road is privately owned and maintained by Landowner), subject to compliance with City standards for access and stacking. Landowner shall also have the right, at its discretion, to install signage along HP Way (including within the HP Way right of way along the HP Property outside of the improved roadway portion thereof), provided that the signage complies with the City's then existing signage requirements and sign ordinance.
Department	Engineering Division

North Industrial Specific Plan – Hewlett Packard Master Plan Development Agreement Implementation Matrix

Status	Deleted obligation
Section	3.8.6
Title	Traffic Signals
Obligation	Hewlett Packard Company: LANDOWNER shall not be obligated to construct or reimburse the cost of the traffic signals to be constructed at the intersections of Woodcreek Oaks and Blue Oaks Boulevards and of Blue Oaks Boulevard and Foothills Boulevards, except through its payment of traffic fees or to the extent LANDOWNER is required to bear the expenses of widening Blue Oaks Boulevard, Woodcreek Oaks Boulevard or Foothills Boulevard and said widening includes the obligation to move or redesign the traffic signals. Also, in consideration of the traffic signal improvements at the intersection of Foothills Boulevard and Roseville Parkway previously installed by LANDOWNER pursuant to the Agreement to Install Improvements between CITY and LANDOWNER dated January 8, 1992, LANDOWNER shall not be obligated to share in the cost of any additional traffic signal improvements to be constructed at such intersection by CITY or the adjoining landowner. As and when LANDOWNER connects a Collector with Foothills, Blue Oaks or Woodcreek Oaks Boulevards, or connects Arterial A with Woodcreek Oaks Boulevard, LANDOWNER shall be responsible for either installing the traffic signal required by CITY for such intersection or to reimburse half the actual hard cost thereof consisting of the identifiable and commercially reasonable costs of design, engineering and construction, if previously installed by others. LANDOWNER shall be entitled to reimbursement for one-half of the similar actual hard costs of each such traffic signal installed by LANDOWNER from the opposite landowner at such time that any roadway improvements opposite the applicable improved intersection are completed and open to public or private use. LANDOWNER shall reimburse the opposite landowner for one-half of the actual hard cost, consisting of the identifiable and commercially reasonable costs of design, engineering and construction for the traffic signal to be installed at LANDOWNER's southerly access to Foothills Boulevard within thirty (30) days after completion of said traffic signal and acceptance by CITY.
Department	Public Works Department
Status	Traffic signals have been constructed and are operational at Woodcreek Oaks/Blue Oaks Blvds. and Blue Oaks/Foothills Blvds. HP's financial obligation for signal is satisfied through the payment of TMF collected upon issuance of BP. The Signal at Blue Oaks/Foothills Boulevards has been satisfied through TMF fees collected for development of the R21 building. Obligation complete.
Section	3.8.8.A
Title	Dedications and Construction Licenses for HP Way Amendment #2 – Ord. #5548
Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: Within ninety (90) days of the approval of this Second Amendment, Hewlett-Packard hereby agrees to provide the following: i. To the City, an irrevocable offer to dedicate (IOD) the right-of-way, in fee, and public utility easements for the portions of HP Way located within Parcel 1, consistent with the alignment therefor as provided in the Master Plan. Also, as directed by the City, to the extent required for the City to maintain any existing private roadway drainage improvements serving HP Way that are not replaced by public drainage improvements therein, Hewlett-Packard will grant to the City a right to enter Parcel 1 in a form

North Industrial Specific Plan – Hewlett Packard Master Plan Development Agreement Implementation Matrix

	reasonably acceptable to the City to perform any maintenance thereof, at Hewlett-Packard's cost, if and to the extent not otherwise performed by Hewlett-Packard; and ii. To Campus Oaks, a temporary construction license to allow Campus Oaks to construct, if and when required by development of Parcel 4, the portion of HP Way located within the dedicated right-of-way therefor within Parcel 1, in the form attached hereto as Exhibit H. The foregoing temporary construction license shall each automatically terminate upon completion of construction of all improvements that may be constructed pursuant thereto or upon City acceptance of all the improvements that may be constructed pursuant thereto.
Department	Engineering Division
Status	Obligation Complete.
Section	3.9
Title	Option to Purchase Property in Southwest Corner
Obligation	Hewlett Packard Company: LANDOWNER hereby grants to CITY an option to purchase five and three-tenths (5.3) acres of property contained within the southwestern corner of the Property and located southwest of Pleasant Grove Creek, as such five and three-tenths (5.3) acres are more particularly described in Exhibit "H" hereto. The term of the option shall be five years from the effective date of the Agreement, with a five year option to extend the option, and may be exercised at any time by CITY upon written notice to LANDOWNER. The purchase price shall be the fair market value of the property as of the time of exercise by CITY. Any such notice shall include a statement of the proposed purchase price for such property, based on an appraisal obtained by CITY. LANDOWNER may elect to sell the property at such price or may elect to obtain its own appraisal thereof, to be obtained within 60 days of such notice from CITY. If two appraisals are obtained and are within 10% of each other, the purchase price shall be equal to the average thereof; if not, a third appraisal shall be obtained (with the appraiser either selected by the parties or, if the parties are unable to agree, then by the appraisers), which shall be completed within 45 days of such selection. If three appraisals are obtained, the appraisal that deviates the most from the middle appraisal shall be discarded and the average of the other two shall be used as the purchase price. CITY shall close escrow for the purchase of such property within sixty (60) days of the agreement or determination of the purchase price. The parties shall open an escrow with a title company mutually acceptable thereto and CITY shall bear all costs in closing such escrow, including all transfer taxes, escrow fees and title insurance, if any. If CITY fails to timely exercise the option or close escrow after exercise, then this option shall automatically terminate and CITY shall execute a quitclaim or other such document evidencing the termination of this option. This option shall not be assignable by CITY without the prior written consent of LANDOWNER, which may be withheld in its sole discretion.
Department	City Attorney and Economic Development Department
Status	On January 14, 2001 the City extended their option to purchase the 5.3-acre site for five years (August 1, 2006). On April 18, 2001 the city requested the option to purchase the 5.3 acre site. The close date for the City to purchase this Parcel was September 26, 2001. Obligation complete.
Section	3.10
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Hewlett Packard Company: Except as approved by CITY or provided for by this Agreement, all property to be

North Industrial Specific Plan – Hewlett Packard Master Plan Development Agreement Implementation Matrix

	conveyed to CITY pursuant to this Agreement (whether in fee or as an easement) shall be free of any liens, encumbrances, toxic materials, wetlands, special taxes or assessments, except other easements then of record. LANDOWNER shall, for each such conveyance, provide to CITY at LANDOWNER's expense a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by CITY shall be at CITY's expense.
Department	City Attorney
Status	City will require PSA's prior to conveyance of any properties. Evaluation regarding encumbrances done at time of conveyance. Landowner completed this obligation for the Option property.
Section	3.11
Title	No Security During Construction
Obligation	Hewlett Packard Company: LANDOWNER shall not be required to provide any security for any improvements to be constructed on the Property during any phases of construction, except for payment, performance and maintenance bonds that may be required in connection with the construction of improvements within the public rights-of-way for Woodcreek Oaks, Blue Oaks and Foothills Boulevards or in conjunction with a Subdivision Improvement Agreement for subdivision of any portion of the property. All construction material storage areas shall be fenced and secured as approved by the police chief.
Department	Police Department
Status	Obligation Complete.
Section	3.13
Title	Waiver
Obligation	Hewlett Packard Company: In consideration of the benefits received pursuant to this Agreement, LANDOWNER waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California with regard to any otherwise uncompensated conveyance or dedication of land or easements over the property specified in this Agreement.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.
Section	3.14
Title	Landscape and Lighting District
Obligation	Hewlett Packard Company: <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

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	benefit to a particular parcel or parcels or to constitute a waiver of the right of LANDOWNER to protest an allocation of a particular assessment burden or benefit. <u>3.14.2 Obligation of District.</u> The Landscape and Lighting District, or zone therein, formed pursuant to Section 3.16.1 in which LANDOWNER agrees to participate shall maintain the landscape medians within the portions of Foothills Boulevard and Blue Oaks Boulevard adjacent to the Property, and the landscape median within the portion of Woodcreek Oaks Boulevard located between Arterial A and Blue Oaks Boulevard.
Department	Finance Department
Status	Will not be forming a Landscape and Lighting District – obligation complete.
Section	3.22
Title	Community Facilities District – Public Facilities (Project Infrastructure) Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 <u>3.22.1 Formation.</u> Landowner and City shall form a Community Facilities District for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Campus Oaks Property (an "Infrastructure CFD"). City and Landowner shall use their best efforts to cause to be formed the Infrastructure CFD for the purpose of financing the acquisition or construction of some or all of the improvements and facilities and payment of capital facility fees eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Project, including those improvements and impact fees which will mitigate impacts of the Project upon areas inside and outside of the Project, and will be owned, operated and maintained by the City or another public agency. A list of CFD Eligible Improvements is attached hereto as Exhibit N. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to roadway and frontage improvements for HP Way, Blue Oaks Boulevard, Woodcreek Oaks Boulevard, New Meadow Drive, Painted Desert Drive and Crimson Ridge Way; traffic signals; right of way acquisitions; water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks and paseos within the Campus Oaks Property and the HP2/CO64 Park; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements and/or impact 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:

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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 to fund the acquisition or authorized facilities, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement during the first ten (10) years of the Special Tax levy. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Landowner during the first ten (10) years of the Infrastructure CFD for the costs and/or acquisition of any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner may utilize the Statewide Community Infrastructure Program ("SCIP") for any eligible impact fees. (g) Landowner may utilize a phased bond sale or sales. "(h) Landowner may utilize private placement of bonds. ii. <u>Acquisition Agreement.</u> Concurrent with formation of the Infrastructure CFD, Landowner and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner shall covenant to finance the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the Infrastructure CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/acquisition by pay-as-you-go proceeds to the extent available. iii. <u>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	District formed – Obligation Complete.
Section	3.23
Title	Community Facilities District – Public Services (Services CFD) Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 3.23.1 Formation of Campus Oaks Public Services CFD. No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Campus Oaks Property ("Public Services CFD"). Landowner consents to and shall cooperate in such formation or other such financing

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	mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.23.1(i) below. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. The Public Services CFD will fund maintenance of landscaping, paseos and open space (parcels CO81 and CO82), neighborhood parks within the Campus Oaks Property, and the neighborhood park components of the HP2/CO64 Park. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non-residential land uses. <u>i. Public Services.</u> The Public Services CFD shall provide the funds required for the performance of maintenance obligations consisting of the following: (a) Autumn leaf cleanup for collector and local streets; (b) Maintain neighborhood parks within the Campus Oaks Property and the neighborhood park improvement components to be installed within the HP2/CO64 Park and accepted by the City; (c) Maintain paseos, and medians, and landscape corridors, including masonry walls installed therein along arterial roadways where they are adjacent to low and medium density residential land uses within the Campus Oaks Property, and medians within HP Way, and median landscaping within Woodcreek Oaks Boulevard and Blue Oaks Boulevard adjacent to and fronting the Campus Oaks Property; (d) Maintain bikeways and trails and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, striping and ancillary landscaping) within and adjacent to the Campus Oaks Property; (e) Maintain City and neighborhood entry features within the Campus Oaks Property, public rights-of-way and ancillary landscaping; (f) Conduct any necessary environmental mitigation monitoring, and the annual review thereof, as and to the extent required by the Mitigation Monitoring Plan related to the EIR and Addendum, and annual Development Agreement review and implementation; (g) Inspect, monitor, and maintain all water quality structural controls, storm management facilities (and programs) within rights-of-way and open space; (h) Maintain open space parcels CO81 and CO82, including general maintenance, signage and City-owned fence maintenance, and trash and debris collection; (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
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	providing additional assurance to the City that these Preserve Maintenance Costs will be funded in perpetuity, the City acknowledges that, upon formation of this Public Services CFD, the requirement to provide such additional assurances under the Maintenance Funding Agreement shall be deemed fully satisfied and City shall cooperate in any additional documentation required to remove the Maintenance Funding Agreement from the Campus Oaks Property as a document of public record; (i) Maintain fire breaks within open space areas; and (j) Maintain a Replacement Reserve Fund for repair and replacement of entry features, signage, lighting, landscaping and irrigation retrofits in paseos, medians and landscape corridors, and other special features including structures, park features/amenities, etc. included in the areas to be maintained through the Public Services CFD, as indicated in the Design Guidelines. 3.23.2 Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	District formed – Obligation Complete.
Section	3.24
Title	Community Facilities District – Municipal Services (Annexation to CFD 3) Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 3.24.1 Formation/Annexation; Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District – Municipal Services (“Municipal Services CFD”) has been formed or the Campus Oaks Property has been annexed to the City’s existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.24.2. Formation of or annexation to the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment (“RMA”), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2015/16 City fiscal year, and as subsequently adjusted annually) shall be \$156 for LDR units, \$91 for MDR units, \$46 for HDR units, \$366 per acre for business professional/tech/business park land uses, and \$425 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City’s existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes. 3.24.2 Municipal Services. The Municipal Services CFD shall provide the funds required to offset the Project’s impact on City general fund resources available to pay for municipal services citywide, including the Project. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Annexed into CFD 3 – Obligation Complete.
Section	5.4
Title	Legal Action Amendment #2 – Ord. #5548

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Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: In addition to any other rights or remedies, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Provided, however, that each Amending Landowner, its successors and assigns hereby waive any and all claims for monetary damages against City arising out of this Agreement at any time. All legal actions shall be initiated in the Superior Court of the County of Placer, State of California, or in the Federal District Court in the Eastern District of California.
Department	Landowner and City Attorney
Status	This is not an obligation, but a contractual term. Completed.
Section	6
Title	Hold Harmless Amendment #2 – Ord. #5548
Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: Each Amending Landowner and its heirs, successors-in-interest and assigns, hereby agrees to, and shall defend and hold City, and its elective and appointive boards, commissions, officers, agents, employees, and volunteers harmless from any liability for damage or claims of damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from operation of Landowner's, or Landowner's contractors, or contractors' subcontractors, agents, or employees under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Landowner of any of Landowner's contractors or subcontractors unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by City. In addition to the foregoing indemnity and to the fullest extent allowed by law, Campus Oaks shall be solely responsible for 100% of the cost and expense to defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents, employees, and volunteers (the "City Indemnified Parties"), and the other Amending Landowner, and its members, shareholders, directors, officers, agents and employees, harmless from any suits or actions at law or in equity arising out of the execution or adoption of this Second Amendment."
Department	City Attorney
Status	Attorney: This is not an obligation, but a contractual term. Completed.

Development Agreement Obligations <u>Not Complete</u> as of December 2017	
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.

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Department	Planning Division
Status	On-going
Section	2.2
Title	Vested Entitlements Amendment #1 – Ord. #3665 Amendment #2 – Ord. #5548 Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734 Amendment #6 – Ord. #5829
Obligation	Hewlett Packard Company: Subject to the provisions and conditions of this Agreement, CITY agrees that CITY is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of this Agreement and the Entitlements. CITY acknowledges that the Entitlements include the following land uses for the Property: General Commercial: 28.5 acres Light Industrial: 425.8 acres Light Industrial: 451.8 acres Open Space: 45.9 acres Total: 952 acres Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of this Agreement, or as they may provide from time-to-time by amendment of the Master Plan. LANDOWNER's vested right to proceed with the development of the Property shall be subject to subsequent approvals and the Intensity Thresholds as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Property for the uses and to the density or intensity of development or rate of timing of development set forth in this Agreement so long as the limitations set forth in the Intensity Thresholds have not been reached and further provided LANDOWNER is not in default under this Agreement. Hewlett Packard Company and BBC Roseville Oaks, LLC: Amendment #2 Subject to the provisions and conditions of this Agreement, City agrees that City is granting and grants herewith, a fully vested entitlement and right to develop Parcels 1 and 4 in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the following land uses for Parcels 1 and 4: Light Industrial: 331.08 acres As depicted in revised Exhibit B that is attached hereto and replaces the prior "Revised Exhibit B" for the Development Agreement as to Parcels 1 and 4. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of this Agreement, or as they may provide from time-to-time by amendment of the Master Plan as provided for herein. Each Landowner's vested right to proceed with development of its respective Parcel shall be subject to subsequent approvals and the Intensity Thresholds as defined and as provided for in the Master

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Plan for such Parcel, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of such Parcel for the uses and density and intensity of development or rate of timing of development set forth in this Agreement so long as the limitations set forth in the Intensity Thresholds have not been reached for such Parcel and further provided that such Landowner is not in default under this Agreement.

For purposes of this Second Amendment and development of Parcels 1 and 4 pursuant to the Master Plan and all other entitlements that exist at the time this Agreement is executed, the City and Amending Landowners hereby agree that the Intensity Thresholds for uses described for Parcels 1 and 4 in the Master Plan are allocated to such Parcels as follows:

Property	Acreage	Gross Sq. Ft. (Light Industrial)	Average FAR	Water (Max Daily Demand)	Sewer (Max Daily Flow)	Electric (Peak Annual Demand) ¹	Traffic (PM Peak Hour Trips)
HP/PCL 1	140.70	1,670,000	0.27	.65 mgd	.45 mgd	11.24 MW	1,904.5
Campus Oaks/PCL 4	189.88	1,047,000	0.13	.41 mgd	.28 mgd	7.05 MW	1,193.5
Remaining Property	116.44	1,500,000	0.30	.58 mgd	.40 mgd	10.10 MW	1,709
Totals	447.02	4,217,000	.22	1.64 mgd	1.13 mgd	28.39 MW	4,807

1. Electric Demand is based on gross square foot allocations. Actual demand may increase with infrastructure improvements.

As a result of these allocations of Intensity Thresholds to Parcels 1 and 4, the City acknowledges and agrees that the development rights allocated to and vested for such Parcels pursuant to this Section 2.2, as well as the remaining Intensity Thresholds allocated and preserved hereby to the Remaining Property as set forth above, shall not be affected or reduced by any action taken by the City. The City reserves the right to review each subsequent entitlement application for development of each Parcel to ensure that the thresholds are not exceeded in the future without appropriate mitigation by the owner of such Parcel and to ensure that the proposed development meets all other applicable design guidelines. So long as the development of a Parcel is consistent with the vested development rights allocated thereto under this Development Agreement, the obligations associated with that development shall be limited to the payment of all fees associated with such development, the installation of roadway and utility improvements described in the terms of this Development Agreement and the Master Plan, and the payment of any reimbursements for improvements installed by other Amending Landowners as provided herein.

Hewlett Packard Company: Amendment #3

Section 2.2 of the Development Agreement is hereby revised in its entirety to read as follows. As noted in Recital 4 above, in support of the coordinated development of the Campus Oaks Property with the HP Property, Landowner acknowledges and agrees that the changes below include a reduction in developable square footage and corresponding traffic and utility capacities previously allocated and reserved for development within the HP Property from 1,670,000 sq. ft. to 1,200,000 sq. ft., which reduction in development capacities is being re-allocated to and included within the development of the Campus Oaks Property:

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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 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: <table><tr><th>Property</th><th>Gross Sq. Ft.</th><th>Water (Max Daily Demand)</th><th>Sewer (Max Daily Flow)</th><th>Electric (Peak Annual Demand)</th><th>Traffic (PM Peak Hour Trips)</th></tr><tr><td>HP Property</td><td>1,200,000</td><td>0.72 mgd</td><td>0.32 mgd</td><td>8.08 MW</td><td>1,368</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 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:	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
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								

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	Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Campus Oaks Property in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the following land uses (with approximate acreages) for the Campus Oaks Property: Low/Med Density Residential—82.4 acres High Density Residential—22.0 acres Commercial/Retail—19.3 acres Light Industrial (Tech Park/Business Park)—32.8 acres Business Professional—5.5 acres Parks—10.7 acres Paseos—2.3 acres Open Space—1.6 acres Fire Station and Well Sties (P/QP)—2.5 acres Roads—10.7 acres Total: 189.8 acres All as set forth in Exhibit 8. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of the Development Agreement, or as they may provide from time to time by amendment of the Master Plan. Landowner's vested right to proceed with the development of the Campus Oaks Property shall be subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Campus Oaks property for the uses and to the density or intensity of development or rate of timing of development set forth in this . Agreement so long as any limitations set forth in the Master Plan applicable to the Campus Oaks Property have not been reached and further provided Landowner is not in default under this Agreement. For purposes of development of Parcels CO-51 and CO-52 of the Campus Oaks Property pursuant to the Master Plan, the Intensity Thresholds for the planned Light Industrial (Tech Park/Business Park) uses described for Parcels CO-51 and CO-52 of the Campus Oaks Property in the Master Plan are as follows: <table><tr><th>Property</th><th>Gross Sq. Ft.</th><th>Water (Max Daily Demand)</th><th>Sewer (Max Daily Flow)</th><th>Electric (Peak Annual Demand)</th><th>Traffic (PM Peak Hour Trips)</th></tr><tr><td>CO-PCL 51 and 52</td><td>300,000</td><td>0.17 mgd</td><td>0.06 mgd</td><td>2.02 MW</td><td>291</td></tr></table> Landowner and City acknowledge that, as more particularly described in the Master Plan and as analyzed in the Addendum, nothing in this Agreement or the Entitlements, vested hereby for the Campus Oaks Property affects or reduces the vested development rights of the other properties within the Master Plan Area. Landowner 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.	Property	Gross Sq. Ft.	Water (Max Daily Demand)	Sewer (Max Daily Flow)	Electric (Peak Annual Demand)	Traffic (PM Peak Hour Trips)	CO-PCL 51 and 52	300,000	0.17 mgd	0.06 mgd	2.02 MW	291
Property	Gross Sq. Ft.	Water (Max Daily Demand)	Sewer (Max Daily Flow)	Electric (Peak Annual Demand)	Traffic (PM Peak Hour Trips)								
CO-PCL 51 and 52	300,000	0.17 mgd	0.06 mgd	2.02 MW	291								

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BBC Roseville Oaks, LLC: Amendment #5

Low/Med Density Residential – 77.1 acres/491 units
 High Density Residential – 21.9 acres/457 units
 Commercial/Retail – 19.3 acres/170,000 sq ft
 Light Industrial (Tech Park/Business Park) – 32.8 acres/300,000 sq ft
 Business Professional – 10.5 acres/60,000 sq ft
 Parks – 10.7 acres
 Paseos – 3.2 acres
 Open Space – 1.6 acres
 Fire Station and Well Sties (P/QP) – 2.5 acres
 Roads – 10.7 acres

Total: 189.8 acres

Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of the Development Agreement, or as they may provide from time-to-time by amendment of the Master Plan, Landowner's vested right to proceed with the development of the Campus Oaks Property shall be subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Campus Oaks Property for: the uses and to the density or intensity of development or rate of timing of development set forth in this Agreement so long as any limitations set forth in the Master Plan applicable to the Campus Oaks Property have not been reached and further provided Landowner is not in default under this Agreement.

"For purposes of development of Parcels CO-51 and CO-52 of the Campus Oaks Property pursuant to the Master Plan, the Intensity Thresholds for the planned Light industrial (Tech Park/Business Park) uses described for Parcels CO-51 and CO-52 of the Campus Oaks Property are the Master Plan are as follows:

Property	Gross Sq. Ft.	Water (Max Daily Demand)	Sewer (Max Daily Flow)	Electric (Peak Annual Demand)	Traffic (PM Peak Hour Trips)
CO PCL 51 and 52	300,000	0.17 mgd	0.06 mgd	2.02 MW	291

Landowner and City acknowledge that, as more particularly described in the Master Plan and as analyzed in the First and Second Addenda, nothing in this Agreement or the Entitlements vested hereby for the Campus Oaks Property affects or reduces the vested development rights of the other properties within the Master Plan Area. Landowner acknowledges and agrees that the uses described in the Master Plan for the other properties within the Master Plan Area are compatible with the vested uses planned for development of the Campus Oaks Property.

Landowner acknowledges that it shall have no right to seek to amend the zoning of the portion of the Campus Oaks Property identified on Exhibit B as Parcels CO-51 and CO52 from Light Industrial (Tech/Business Park) use for a period of twenty (20) years from the Effective Date of the Fourth Amendment.

Quality Investment Properties: Amendment #6

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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 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 such Parcel pursuant to this Section 2.2, shall not be affected or reduced by any action taken by the CITY. The CITY reserves the right to review each subsequent entitlement application for development of Parcel 3 to ensure that the thresholds are not exceeded in the future without appropriate mitigation by the owner of such Parcel and to ensure that the proposed development meets all other applicable design guidelines. So long as the development of the Parcel is consistent with the vested development rights allocated thereto under this Development Agreement, the obligations associated with that development shall be limited to the payment of all fees associated with such development and the installation of roadway and utility improvements described in the terms of this Development Agreement and the Master Plan.

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

Landowner acknowledges that, as required and shown by the Master Plan, to maintain adequate buffering of light industrial uses from adjacent residential development consistent with the General Plan, although Parcel HP-3 is currently improved with private recreational use, should light industrial development be approved for Parcel HP-3, such development will maintain a 50-foot landscape buffer within Parcel HP-3 adjacent to residential uses within the Campus Oaks Property. The landscaping and

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	other such buffering elements to be installed within such 50' landscape setback buffer will be established in accordance with the design guidelines to be approved for the Master Plan and as part of the design review process for any future light industrial use to be developed within Parcel HP-3.
Department	Planning Division
Status	On-going the CO property has active development applications into the City for review.
Section	2.5
Title	Affordable Housing Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	BBC Roseville Oaks, LLC: Consistent with the goals and policies contained in City's General Plan and the Master Plan, and subject to the terms of this Agreement, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within the Campus Oaks Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Landowner shall provide 95 units affordable to very low, low and middle income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be 40% for very low, 40% for low and 20% for middle income households. Any adjustment based on actual development shall be subject to the written approval of the City Manager or his/her designee. The term "very low income" means households earning 50% or less of median income, "low income" means households earning 50% to 80% of median income, and "middle income" means households earning 80% to 100% of median income, as published annually by the U.S. Department of Housing & Urban Development ("HUD"). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5 (or comparable guidelines, if discontinued). For each of the household income ranges specified herein, household income at the upper limit of the specified ranges shall be used in determining qualifying sales prices for affordable purchase residential units. Qualifying rents for affordable rental residential units shall be calculated at the upper range of the specified income levels if no other restrictions are placed on the properties due to the type of financing secured by the ultimate developer of the Parcel. The parcels of the Campus Oaks Property within which the affordable housing will be provided are shown in the Master Plan and Exhibit B-1 attached hereto (the "Affordable Parcels"). The Affordable Parcels will also be identified on the final recorded Large Lot Subdivision Map for the Campus Oaks Property. Such locations may be modified pursuant to Section 2.5.3 of this Agreement. BBC Roseville Oaks, LLC: Amendment #5 Consistent with the goals and policies contained in City's Amended General Plan and the Master Plan, and subject to the terms of this Agreement, Landowner shall develop or cause at least ten percent (10%) of the total residential units which are actually constructed within the Campus Oaks Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Landowner shall provide 95 units affordable to very low and middle-income households. However, Landowner intends to provide 106 affordable units and the City recognizes that this commitment is anticipated to provide eleven (11) more affordable units than required by the 10% affordable requirement. The breakdown of

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	percentage of the total number of affordable units to the different income levels shall be 80% of the required 10% for very low income rental and 20% of the required 10% for middle income purchase. Any adjustment based on actual development shall be subject to the written approval of the City Manager or his/her designee. The term "very low income" means households earning 50% or less of median income, and "middle income" means households earning 80% to 100% of median income, as published annually by the U.S. Department of Housing & Urban Development ("HUD"). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5 (or comparable guidelines, if discontinued). For each of the household income ranges specified herein, household income at the upper limit of the specified ranges shall be used in determining qualifying sales prices for affordable purchase residential units. Qualifying rents for affordable rental residential units shall be calculated at the upper range of the specified income levels if no other restrictions are placed on the properties due to the type of financing secured by the ultimate developer of the Affordable Parcels (defined below). The parcels of the Campus Oaks Property within which the affordable housing will be provided are shown in the Master Plan and Exhibit B-1 attached hereto (the "Affordable Parcels"). The Affordable Parcels will also be identified on the final recorded Large Lot Subdivision Map for the Campus Oaks Property. Such locations may be modified pursuant to Section 2.5.3 of this Agreement.						
Department	Housing Department						
Status	Obligation current/ongoing						
Section	2.5.1						
Title	Affordable Purchase Residential Units Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734						
Obligation	BBC Roseville Oaks, LLC: Subject to the actual number of units constructed within the Campus Oaks Property, Landowner agrees that nineteen (19) units will be reserved on the Campus Oaks Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows: <table><tr><td>Affordable Parcel</td><td>Total Unit in Parcel</td><td>Middle Income Purchase Units</td></tr><tr><td>CO-5</td><td>46</td><td>19</td></tr></table> Such units shall be distributed throughout each Affordable Parcel. i. Required Agreements. Prior to the approval of the final small lot residential subdivision map containing lots for affordable purchase units within Parcel CO-5, the parties shall enter into City's then current form Affordable Purchase Housing Agreement (or other applicable City-approved form) for such residential purchase units affordable to middle income households, which shall identify the obligation to produce and deliver nineteen (19) residential units affordable to middle-income purchasers. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee. ii. Content. The Affordable Purchase Housing Agreement shall, for each such residential lot subdivision, set forth, among other things, the distribution of the affordable housing units within the subdivision, and include specific requirements for marketing of	Affordable Parcel	Total Unit in Parcel	Middle Income Purchase Units	CO-5	46	19
Affordable Parcel	Total Unit in Parcel	Middle Income Purchase Units					
CO-5	46	19					

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	affordable purchase units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and good faith efforts requirements. iii. No City Subsidies. Landowner agrees to provide all of the middle income affordable purchase units without any subsidy from the City. iv. Transfer of Units. Landowner may elect to transfer any unmet middle income purchase units from CO-5 to one or a combination of the affordable rental lots (CO-21, CO-22, CO-23) thereby relieving parcel CO-5 from its obligation for the middle income purchase units. Additionally, if Landowner is unable to deliver the required number of middle income purchase units on CO-5, Landowner shall transfer the required number of middle income purchase units remaining to one or a combination of the affordable rental lots. Transfer of any middle income purchase units must occur prior to execution of any applicable Affordable Housing Rental Agreement(s) and shall require an amendment to Agreement and the Master Plan pursuant to Section 2.5.4. BBC Roseville Oaks, LLC: Amendment #5 Subject to the actual number of units constructed within the Campus Oaks Property, Landowner agrees that nineteen (19) units will be reserved on the Campus Oaks Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows: <table><tr><td>Affordable Parcel</td><td>Total Unit in Parcel</td><td>Middle Income Purchase Units</td></tr><tr><td>CO-5</td><td>46</td><td>19</td></tr></table> Such units shall be distributed throughout each Affordable Parcel. <u>i. Required Agreements.</u> Prior to the approval of the final small lot residential subdivision map containing lots for affordable purchase units within Parcel CO-5,, the parties shall enter into City's then current form Affordable Purchase Housing Agreement (or other applicable City-approved form) for such residential purchase units affordable to middle-income households, which shall identify the obligation to produce and deliver nineteen (19) residential units affordable to middle-income purchasers. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee. <u>ii. 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. <u>iii. No City Subsidies.</u> Landowner agrees to provide all of the middle-income affordable purchase units without any subsidy from the City.	Affordable Parcel	Total Unit in Parcel	Middle Income Purchase Units	CO-5	46	19
Affordable Parcel	Total Unit in Parcel	Middle Income Purchase Units					
CO-5	46	19					
Department	Housing Department & Engineering Division						
Status	Need Affordable Purchase agreement prior to approval of small lot subdivision map.						
Section	2.5.2						
Title	Multi Family Affordable Rental Units Amendment #4 – Ord. #5534						

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	Amendment #5 – Ord. #5734																				
Obligation	BBC Roseville Oaks, LLC: Subject to the actual number of units constructed within the Campus Oaks Property, Landowner agrees that seventy-six (76) affordable rental units will be reserved within the Campus Oaks Property, half of which will be reserved for rental to very low income households and half of which will be reserved for rental to low income households as follows: <table><tr><th>Affordable Parcel</th><th>Total Units In Parcel</th><th>Total Affordable Unit Allocation</th><th>Very Low Income Rental Units</th><th>Low Income Rental Units</th></tr><tr><td>CO-21</td><td>125</td><td>38</td><td>38</td><td></td></tr><tr><td>CO-22</td><td>119</td><td>24</td><td></td><td>24</td></tr><tr><td>CO-23</td><td>72</td><td>14</td><td></td><td>14</td></tr></table> i. Rental Agreement Required. Prior to issuance of a building permit for the applicable Affordable Parcel, the parties shall enter into City's then current form Affordable Rental Housing Agreement (or other applicable City approved form) for such residential rental units affordable to low income and very low income households, which shall identify the obligation to produce and deliver the applicable number of rental units affordable to very low or low income households to be provided by such Affordable Parcel. The term of the Agreement shall require the affordable units to be rented only to qualified affordable households for a period of thirty (30) years, commencing on the date of issuance of a certificate of occupancy for each affordable unit. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee. Prior to entering into any Affordable Rental Housing Agreement, Landowner shall provide to City an accounting of the status of the middle income purchase units required by section 2.5.1. ii. Content. The Affordable Housing Rental Agreements shall, for each such Affordable Parcel, set forth, among other things, the distribution of the affordable rental units within the Parcel, and include specific requirements for marketing of affordable units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and good faith efforts requirements. iii. Potential Compensation by City. If and to the extent funding to subsidize the provision of affordable housing with the City of Roseville as described herein is or becomes available to the City and is not otherwise committed by the City to other affordable housing projects, City at its sole discretion may compensate Landowner or its successors for one-half (1/2) of the net present value (discounted at the City's then current investment rate) of the loss of rental revenue that would be expected to accrue over the period that such units are reserved from such available funds. Landowner acknowledges that, as of the Effective Date hereof, City does not have and does not anticipate obtaining any such subsidies that would be available to compensate Landowner hereunder and if City cannot provide or identify any subsidies, Landowner will nevertheless be obligated hereunder to provide the affordable housing as required by this Agreement. In connection herewith, Landowner hereby waives any claims, suits, or actions against City on account of or arising from the Costa Hawkins Rental Housing Act, California Civil Code Sections 1954.50 et seq. If and to the extent available, to compensate Landowner for providing rental housing affordable to low income households and very low income households, such compensation (hereafter "subsidy" or "subsidies") may be issued through a combination	Affordable Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units	CO-21	125	38	38		CO-22	119	24		24	CO-23	72	14		14
Affordable Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units																	
CO-21	125	38	38																		
CO-22	119	24		24																	
CO-23	72	14		14																	

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of cash investment, density bonus, fee deferrals or financing, federal, and state, local programs or any other form agreeable to the Landowner and City. Landowner shall join City in any application prepared for Federal, State, local or private funding for any potential subsidies and Landowner shall use its best efforts to cooperate with City to obtain approval thereof, provided any additional costs or liabilities associated with Landowner's participation therein shall be subject to Landowner's reasonable approval. To the extent that public funds or subsidies are provided to the development of affordable dwelling units, Landowner shall provide written notice to the builder(s) of such affordable units that such construction may be subject to a requirement to pay prevailing wage.

**BBC Roseville Oaks, LLC:
Amendment #5**

2.5.2 Multi Family Affordable Rental Units. Landowner agrees that eighty-seven (87) affordable rental units will be reserved within Parcels 22 and 23 of the Campus Oaks Property for rental to very low income households as follows:

Affordable Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units
CO-22	205	45	45
CO-23	190	42	42

i. Rental Agreement Required. Prior to issuance of a building permit for either Affordable Parcel, the parties shall enter into City's then current form Affordable Rental Housing Agreement (or other applicable City-approved form) for such residential rental units affordable to very low income households, which shall identify the obligation to produce and deliver the applicable number of rental units affordable to very low-income households to be provided by such Affordable Parcel. The term of the Agreement shall require the affordable units to be rented only to qualified affordable households for a period of fifty-five (55) years, commencing on the date of issuance of a certificate of occupancy for each affordable unit. To accommodate potential changes in income during tenancy that may cause an initially qualified affordable household to no longer satisfy its qualification requirements, Landowner will include in its affordable rental agreements the option for a previously qualified tenant to remain in the unit notwithstanding such changes to its qualified income; provided, however, if such income increases above the limit that would enable Landowner to continue to include such unit within its planned tax-credit program (which is currently anticipated to occur at a limit of 70% of median income), then Landowner will have the right to increase the rent for such affordable tenant to then market rates. Where rents for an affordable unit are increased to market rate due to such changes in a qualified tenant's income, Landowner shall be obligated to make the next available comparable rental unit available for rent to another qualified very-low income household, all in accordance with the terms of the Affordable Rental Housing Agreement. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee. Prior to entering into any Affordable Rental Housing Agreement, Landowner shall provide to City an accounting of the status of the middle income purchase units required by section 2.5.1.

ii. Content. The Affordable Housing Rental Agreements shall, for each such Affordable Parcel, set forth, among other things, the distribution of the affordable rental units within the Parcel, and include specific requirements for marketing of affordable units, inclusion or modifications of amenities, exterior materials and finishes, alternate

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	means of satisfying the affordable housing obligation, and good faith efforts requirements. iii. <u>No City Subsidy.</u> Notwithstanding anything to the contrary in the Development Agreement regarding the City providing affordable housing funds for affordable developments if and to the extent such funds become available, in consideration of Landowner's intent to finance this affordable housing through participation in a federal tax-credit program, Landowner acknowledges that City shall not have any obligation to provide any City funds to subsidize the provision of this very-low income affordable housing, even if such affordable housing funding subsequently becomes available to the City. In connection herewith, Landowner hereby waives any claims, suits, or actions against City on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 et seq. iv. <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	Affordable Rental Housing Agreement recorded for CO-23 in June 2017. Need Affordable Rental Housing Agreement for CO-22 prior to building permits.
Section	2.5.3
Title	Inclusion of Affordable Obligation on Large Lot Map Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	BBC Roseville Oaks, LLC: Landowner shall provide notice on the large lot subdivision map identifying the affordable parcels by large lot and Master Plan lot number and shall state the affordable obligation by type (i.e., middle, low or very low) and number of lots or units. The notice shall be designed to provide that, upon recordation of an Affordable Purchase Housing Agreement or Affordable Rental Housing Agreement, as applicable, upon such parcel or the affordable lots thereof, the notice on the large lot map shall be deemed replaced by such recorded Agreement and no longer separately effective or binding as an encumbrance on the parcel, or lots thereof not encumbered by such recorded Agreement, and shall no longer be listed as an exception to title. The City shall cooperate with any such removal of the effect of such notice from unaffected lots upon recordation of such Affordable Agreements.

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	BBC Roseville Oaks, LLC: Amendment #5 Landowner shall provide notice on the large lot subdivision map identifying the affordable parcels by large lot and Master Plan lot number and shall state the affordable obligation by type (i.e., middle, low or very low) and number of lots or units. The notice shall be designed to provide that, upon recordation of an Affordable Purchase Housing Agreement or Affordable Rental Housing Agreement, as applicable, upon such parcel or the affordable lots thereof, the notice on the large lot map shall be deemed replaced by such' recorded Agreement and no longer separately effective or binding as an encumbrance on the parcel, or lots thereof not encumbered by such recorded Agreement, and shall no longer be listed as an exception to title. The City shall cooperate with any such removal of the effect of such notice from unaffected lots upon recordation of such Affordable Agreements.
Department	Housing Department and Engineering Division
Status	Obligation current/ongoing
Section	2.5.4
Title	Transfer of Obligation within Campus Oaks Property Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	Any proposed transfer of an affordable purchase or rental housing obligation (or any portion thereof) to another parcel within the Campus Oaks Property shall require an amendment to this Development Agreement and the Master Plan. Any such transfer shall also require the owner of the parcel receiving such affordable obligation to comply with the requirements of Section 2.5.3 above to include a notice on its map or parcel that is designed, to the extent practicable, to disclose such affordable obligation as an exception to title on Schedule B of any preliminary title reports thereafter prepared for the receiving parcel. BBC Roseville Oaks, LLC: Amendment #5 Any proposed transfer of an affordable rental housing obligation (or any portion thereof) to another parcel within the Campus Oaks Property shall require an amendment to this Development Agreement and the Master Plan. Any such transfer shall also require the owner of the parcel receiving such affordable obligation to include a notice on its map or parcel that is designed, to the extent practicable, to disclose such affordable obligation as an exception to title on Schedule B of any preliminary title reports thereafter prepared for the receiving parcel.
Department	Housing Department
Status	Obligation current/ongoing
Section	2.5.5
Title	Community Facilities Districts Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	The City Manager or his/her designee shall maintain a list of middle, low and very low-income affordable purchase and rental units for each Parcel which is subject to an Affordable Housing Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Housing

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	Agreement(s) to the City Finance Director. To assist with the affordability of these units, Landowner and City agree that, with respect to the Infrastructure CFD to be formed pursuant to Section 3.22 below, the initial monthly maximum special tax, subject to annual adjustment shall be established at \$75 for the nineteen (19) middle income affordable units, \$60 for low income affordable rental units and \$37.50 for the very low income affordable rental units. BBC Roseville Oaks, LLC: Amendment #5 The City Manager or his/her designee shall maintain a list of middle and very low-income affordable purchase and rental units for each Parcel which is subject to an Affordable Housing Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Housing Agreement(s) to the City Finance Director. To assist with the affordability of the very low income affordable units, Landowner and City acknowledge that, with respect to the Infrastructure CFD, the rate and method of apportionment of special tax therefor establishes a reduced annual special tax allocable to such affordable units.
Department	Finance and Housing Department
Status	Finance to be provided each levy year from Housing –Ongoing obligation.
Section	2.5.6
Title	In Lieu Fee – Affordable Housing Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	BBC Roseville Oaks, LLC: In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, Landowner may be eligible to pay such in lieu fee rather than construct affordable housing units on the Campus Oaks Property, subject to the approval of the City Manager or designee. BBC Roseville Oaks, LLC: Amendment #5 In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to: middle, low or very low income households, Landowner may be eligible to pay such in lieu fee rather than construct affordable housing units on the Campus Oaks, Property, subject to the approval of the City Manager or designee.
Department	Housing Department
Status	Ongoing obligation.
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Hewlett Packard Company: Except as otherwise provided in this Agreement, any and all required payments of development, connection or mitigation fees by LANDOWNER shall be made at the time and in the amount specified by applicable CITY ordinances in effect as of the date of this Agreement, as such fees may be adjusted or adopted in accordance with the provisions of Section 2.4.2 above.
Department	All Development Projects
Status	On-going obligation
Section	3.2
Title	Parks Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company:

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	No park sites shall be required to be dedicated nor shall any fees be paid in lieu of any such dedication or for purposes of funding construction of parks in connection with the development of the Property that is consistent with Entitlements, except to the extent any such park fees are currently authorized by ordinance to be levied against and collected from any applicable uses encompassed within the Entitlements, as of the effective date of the Agreement. Hewlett Packard Company: Amendment #3 In consideration of this Agreement and the benefits to Landowner to be derived from the coordinated development of the HP Property with the Campus Oaks Property, upon recordation of the Large Lot Map for the HP Property or within sixty (60) days of written request from the City, Landowner shall dedicate Parcel HP-2 to the City for development of the Hewlett-Packard Greenway (Parcel HP-2) as described in and consistent with the Master Plan. Landowner acknowledges that the City shall not be obligated to accept the dedication of Parcel HP-2 until the park improvements to be constructed thereon are completed by Campus Oaks and accepted by the City. Maintenance of Parcel HP-2 remains a Landowner obligation until accepted by the City. Landowner shall not be obligated, due to this dedication or grant of license, to fund any costs to improve or maintain the Hewlett-Packard Greenway park and landscaping improvements to be installed within Parcel HP-2. No park fees, taxes or assessments shall be required to be paid or levied or assessed against the HP Property for purposes of funding construction or maintenance of the park improvements within the Hewlett-Packard Greenway in connection with or as a condition of any development of the HP Property consistent with Entitlements. The costs of any such park installation and/or maintenance with Parcel HP-2 shall be funded solely from development within the Campus Oaks Property and/or the City's funding sources for the construction and maintenance of city-wide park improvements. BBC Roseville Oaks, LLC: Parks, Open Space, and Bike Trails. A total of 18.2 acres of active park land (9.5 acres of which will be dedicated by Landowner and 8.7 of which will be dedicated by Hewlett-Packard pursuant to the Third Amendment), 2.19 net acres of paseo and 1.7 additional acres of open space (to be combined and consolidated with the 44.65 acre existing open space Preserve previously granted to the City by Landowner's predecessor-in-interest, Hewlett-Packard, pursuant to the terms of the Development Agreement) will be dedicated to the City in connection with the development of this Project. Landowner will also pay fees for construction of park and trail improvements, and construct park frontage, paseo and park improvements as set forth in this Section. To facilitate the coordinated development of the Campus Oaks Property with the HP Property, Landowner acknowledges that, pursuant to the Third Amendment, Hewlett-Packard will be offering to dedicate Parcel HP-2 to the City to be credited against the Campus Oaks' park land dedication requirement and to facilitate Landowner's installation of the neighborhood and city-wide park improvements planned for Parcels HP-2 and CO-64 (the "HP2/CO64 Park") as described in and consistent with the Master Plan. As provided in the Third Amendment, the City will not accept Parcel HP-2 until the HP2/CO64 Park improvements are completed by Campus Oaks as provided herein and accepted by the
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	City, and Hewlett-Packard will continue to own Parcel HP-2 and be responsible for all maintenance obligations related thereto until the Park improvements are completed. In consideration of the benefits to be derived by the Campus Oaks Property from this coordinated development with the HP Property, including without limitation, the park dedication and improvement credits that will be allocable to the Campus Oaks Property associated with the dedication and development of the HP2/CO64 Park, Landowner agrees that the Campus Oaks Property shall be solely responsible for all the costs to design and construct the park improvements to be installed within the HP2/CO64 Park in accordance with the terms hereof. The park plans contained in the Master Plan are conceptual only. Further refinements and a final design for the HP2/CO64 Park shall be reviewed and approved by the Parks & Recreation Commission and City Council separate from the City's approval of the HP Campus Oaks Master Plan Amendment. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, open space and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department
Status	Ongoing obligation
Section	3.2.1
Title	Park and Open Space Dedications Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Landowner shall dedicate to the City the following three (3) park parcels, two (2) paseo parcels and two (2) additional open space parcels as described below and shown in Exhibit B and Exhibit K: A. A 5.04 net acre, more or less, portion of the Campus Oaks Property for the purposes of a public park, shown as Parcel CO-61; B. A 2.62 acre, more or less, portion of the Campus Oaks Property for the purpose of a public park, shown as Parcel CO-62; C. A 1.84 net acre, more or less, portion of the Campus Oaks Property for the purpose of a public park, shown as Parcel CO-64; D. A 0.84 net acre, more or less, portion of the Campus Oaks Property for the purposes of paseo, shown as Parcel CO-63; E. A 1.35 acre, more or less, portion of the Campus Oaks Property for the purposes of paseo, shown as Parcel CO-65; F. A 0.84 acre, more or less, portion of the Campus Oaks Property for the purpose of public open space, shown as Parcel CO-81; and G. A 0.86 acre, more or less, portion of the Campus Oaks Property for the purpose of public open space, shown as Parcel CO-82. City acknowledges that, in addition to the foregoing dedications, the prior dedication by Hewlett-Packard of the 44.65 acres of open space shall be credited against the open space dedication requirements for the Campus Oaks Property. Furthermore, Hewlett-

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	Packard's agreement to dedicate approximately 8.7 acres of the HP Property for the HP2/CO64 Park adjacent to the Campus Oaks Property (as more particularly described in the Third Amendment and Master Plan and designated as Parcel HP-2 of the HP Property), in combination with Landowner's dedication of Parcel CO-64, shall be credited as collectively providing 2.16 acres of neighborhood park and 8.38 acres of City-wide park against the park land dedication requirements for the Campus Oaks Property, based on the mix of amenities to be provided thereby. Landowner shall dedicate the foregoing park lands, paseos and open space parcels within the Campus Oaks Property on the face of the Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD) of such park lands, paseos and open space parcels within the Property provided that the Large Lot Final Map creating a separate parcel for the subject sites has been recorded. Landowners acknowledges that the City shall not be obligated to accept the IOD for Parcels HP-2 and CO-64 prior to Landowner's completion of the turn-key park improvements required hereunder. City shall accept the dedication of each of the other park lands and paseo parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) required to serve the dedicated lands are completed by Landowner and either (i) City is prepared to improve and maintain the site or (ii) the improvement thereof has been completed by Landowner pursuant to a park development agreement between the City and Landowner. City shall accept the dedication of the open space parcels after formation of the Public Services CFD described herein that includes funding for the maintenance by the City of such open space parcels. Maintenance of these properties remains a Landowner obligation until accepted by City. In the event the Landowner uses any of the above mentioned Parcels for temporary construction activity or staging (e.g., construction equipment parking, dirt/debris stockpiling, etc.), Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Ongoing obligation
Section	3.2.2
Title	Construction of Park Improvements Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	BBC Roseville Oaks, LLC: Landowner shall construct all park improvements for the HP2/CO64 Park to be located on Parcel CO-64 and Parcel HP-2 in accordance with the terms of this Agreement and in accordance with public project regulations and requirements. Paseo improvements to be located on Parcels CO-63 and CO-65 shall be constructed as and when required by the conditions of the subsequently approved tentative small lot residential map that includes such Parcels. Prior to Landowner's construction of the park improvements for the HP2/CO64 Park, the parties shall enter into a separate park development agreement for the construction thereof and appropriate credits against and reimbursement from the applicable neighborhood and City-wide park fees to be generated or provided by such construction. The construction of paseos will not be eligible to receive park fee credits or reimbursement. 3.2.2.A The HP2/CO64 Park shall be improved in conjunction with Landowner's development of the portion of the Campus Oaks Property outlined as Phase B and Phase C on Exhibit B ("Phases B and C"). In particular, the HP2/CO64 Park shall be improved in conjunction with development of Parcels CO-1, CO-2, CO-3, CO-6, CO-7, CO-11, CO-12, CO-13, CO-14 CO-16, CO-23, CO-24a, CO-24b (the "Phase

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	B and C Parcels”). BBC Roseville Oaks, LLC: Amendment #5 <u>3.2.2.A</u> The HP2/CO64 Park shall be improved in conjunction with Landowner's development of the portion of the Campus Oaks Property outlined as Phase B and Phase C on Exhibit B ("Phases B and C"). In particular; the HP2/CO64 Park shall be improved in conjunction with development of Parcels CO-1, CO-2, CO-3, CO-6; CO-7, CO-11, CO-12, CO-13, CO-14, CO-16, CO-24a, and CO-24b (the "Phase B and 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. <u>3.2.2.D</u> Since the Master Plan graphic is merely conceptual, Landowner shall submit a final and approved master plan to the City for improvement of the HP2/CO64 Park prior to the issuance of the building permit for the 75th residential unit within the Phase B and C Parcels and shall commence construction of the park improvements for the HP2/CO64 Park in accordance with the approved park improvement plans prior to the issuance of the building permit for the 150th residential unit within the Phase B and C Parcels. Thereafter, Landowner shall diligently proceed with such construction and use its best efforts, subject to the provisions of Section 5.3 below, to complete the construction of its improvements to the HP2/CO64 Park within one hundred fifty (150)
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	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 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

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	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: In accordance with the Park Financing Plan for the Campus Oaks Property, subject to any applicable fee credits, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building permit within the Project, to fund construction of the neighborhood park improvements described above. As more particular shown on Table A-3 of the Park Financing Plan, such neighborhood park fee shall be \$3,177 per Low Density, Medium Density and High Density Residential Units, and \$2,097 per High Density Apartment Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. All such Neighborhood Park Fees shall be deposited into the neighborhood park fee fund to finance the development of the parks within the Campus Oaks Property and the HP2/CO64 Park. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units entitled for the Campus Oaks Property being developed and paying the Neighborhood Parks Fee. City may conduct an annual re-assessment of the Neighborhood Park Fee for the Campus Oaks Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Campus Oaks Property subject to this Agreement exceeds ten percent (10%). In the event of a rezoning of any parcel(s) in the Campus Oaks Property that creates a park funding shortfall, City shall require supplemental neighborhood in-lieu fees to fund such shortfall from the rezoned parcel(s). BBC Roseville Oaks, LLC: Amendment #5 In accordance with the Park Financing Plan for the Campus Oaks Property, subject to any applicable fee credits, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building permit within the Project, to fund construction of the neighborhood park improvements described above. As more particularly shown on Table A-3 of the Park Financing Plan,

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	such neighborhood park fee shall be \$3,804 per Low Density; Medium Density and High Density Residential Units, and \$2,511 per High Density Apartment Residential unit (but excluding the 87 Affordable High Density Apartment Residential Units set forth in Section 2.5.2 and carriage units, which shall not pay neighborhood park fees), subject to annual adjustment on July 1, based on the percentage change in the CCI. All such Neighborhood Park Fees shall be deposited into the neighborhood park fee fund to finance the development of the parks within the Campus Oaks Property and the HP2/C064 Park. The Neighborhood Park Fee, as calculated herein, was initially figured on 100% of the total dwelling units entitled for the Campus Oaks Property being developed and paying the Neighborhood Park Fee based upon 242 LDR, 310 MDR and 396 HDR dwelling units. Upon Landowner's application for an amendment to the Development Agreement, and if the distribution of dwelling unit types changes, Landowner shall, in consultation with the City, conduct a review and reassessment of the Park Master Plan and corresponding Neighborhood Park Fee for the Campus Oaks Property subject to this Agreement. As a result of such review and reassessment, and if deemed appropriate by the City, City may adjust the fee upward or downward based on the change in mix of units planned for the Campus Oaks Property and any change in the planned level of neighborhood park facilities deemed necessary to serve the residents within the Campus Oaks Property. Thereafter, City may conduct an annual re-assessment of the Neighborhood Park Fee for the Campus Oaks Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Campus Oaks Property subject to this Agreement exceeds ten percent (10%). In the event of a rezoning of any parcel(s) in the Campus Oaks Property that creates a park funding shortfall, if not otherwise mitigated by the development to the City's satisfaction, City shall require supplemental neighborhood in-lieu fees to fund such shortfall from the rezoned parcel(s). At the completion of all residential and neighborhood park development, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the Campus Oaks Property, refund to Landowner such remainder fees. i. <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
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	improvements shall deferred to be included as part of the adjacent park improvements and Landowner shall be released from any obligation to construct such sidewalk improvements in connection with the adjacent frontage improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. All frontage improvements, including any sidewalks, shall be constructed consistent with City standards.
Department	Parks Department
Status	Ongoing obligation
Section	3.2.5
Title	City-wide Park Fee Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: In consideration of Landowner's commitment to build the park improvements for the HP2/CO64 Park, including city-wide park components, a city-wide park fee credit shall be applied in lieu of payment of city-wide park fees per dwelling unit, typically due at building permit. The value of the city-wide park fee credits shall be consistent with the budget outlined in the Parks Financing Plan (Exhibit L).
Department	Parks Department
Status	Ongoing obligation
Section	3.2.6
Title	Bike Trail Construction Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Campus Oaks Property as shown on Exhibit I (the "Bikeway Master Plan") and described in the Master Plan. Bike trails shall be constructed to City standards as and when Landowner develops the Parcels within the Campus Oaks Property adjacent to such bike trails. The sections of bike trail to be installed upon development of such parcels are generally shown on Exhibit I. The entire length of bike trail along Parcel CO-3 shall be graded at the time that the parcel develops, with the installation of the bike trail improvements per Exhibit I. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of the open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance. The project shall fund an amount of \$318,000 for the design and construction of the off-site bike trail construction as shown on Exhibit I and generally shown as "Future by Others." This money will be included as part of the "Community Facilities District – Public Facilities (Project Infrastructure)" bond sale proceeds and will be paid directly to and retained by the City for such bike trail improvements.
Department	Parks Department
Status	Ongoing obligation
Section	3.2.7
Title	Entire Park Land Obligation Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC:

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	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
Title	Electric Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: <u>3.3 Electric.</u> LANDOWNER shall provide electric utility improvements as provided in this section. 3.3.1 Installation of Underground Electrical Service. Development of buildings adjacent to Blue Oaks Boulevard shall be served by underground 12kv electrical service from Blue Oaks Boulevard which shall be constructed to then current CITY standards. For purposes of this Section 3.3.1, a building will be deemed to be "adjacent" to Blue Oaks Boulevard if such building is located within three hundred feet (300') from the back of curb for Blue Oaks Boulevard. With respect to buildings located more than three hundred feet (300') from the back of curb for Blue Oaks Boulevard, LANDOWNER shall have the complete discretion as it develops any such other buildings to either serve such buildings with electrical service from Blue Oaks Boulevard (in which case, LANDOWNER shall be required to install the underground service to then current CITY standards) or with service from its existing internal power distribution system, subject to available capacity in such internal system. Nothing herein shall prevent LANDOWNER from installing the underground electrical service earlier than otherwise required hereunder. In the event LANDOWNER subdivides any portion of the Property, all lots or parcels created by any such subdivision shall be required to be served with electrical service independent from LANDOWNER's internal power distribution system. As electrical service becomes necessary to be extended along Blue Oaks Boulevard to service buildings adjacent to said street pursuant to the provisions of the previous paragraph, LANDOWNER shall, at its sole cost, install any such electrical service underground within the public utility easement to be granted to CITY along Blue Oaks Boulevard pursuant to Section 3.3.2. LANDOWNER shall only be obligated to install the portion of underground electrical service from Foothills Boulevard (or the westernmost

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	point along Blue Oaks Boulevard previously installed by LANDOWNER) to the building adjacent to Blue Oaks Boulevard then being developed. If the building will be served by such service, then the underground construction shall extend to the point from which the electrical service is provided thereto; if such service is not being provided from Blue Oaks Boulevard but the underground construction is required due to the building's proximity to Blue Oaks Boulevard, then such construction shall extend to the point along Blue Oaks Boulevard even with the westernmost point of the improvements related to such building (e.g., parking). As such underground service is installed by LANDOWNER, at the request of CITY and to the extent such improvements have not then been made, LANDOWNER will also install additional duct bank in the trench for electrical service for other properties and CITY shall reimburse LANDOWNER for the incremental additional hard costs thereof, consisting of the identifiable costs of construction as actually incurred by LANDOWNER for the additional work. Hewlett Packard Company: Amendment #3 Landowner shall provide electric utility improvements as provided in this section. 3.3.1 Onsite Public Electrical Circuits. Concurrently with the construction or reconstruction of any portion of HP Way within the HP Property shown on Exhibit C, Landowner agrees to construct on-site electrical circuits and facilities to then current City standards to serve the street lights and landscaping improvements to be installed within the rights-of-way therefore, such that the electrical service needs for such improvements can be provided by a public circuit if and when such roadways are accepted by the City. The design of such circuits shall be included as part of the improvement plans for such roadways. BBC Roseville Oaks, LLC: Amendment #4 <u>3.3.1 Installation of Underground Electrical Service.</u> As electrical service becomes necessary to be extended along Blue Oaks Boulevard to service the Campus Oaks Property, Landowner shall, at its sole cost, install any such electrical service underground within the public utility easement to be granted to City along Blue Oaks Boulevard pursuant to Section 3.3.2. Landowner acknowledges that, pursuant to Section 3.8.1.A below, Landowner will be obligated to underground the existing 12kv electric line from Foothills Boulevard to Woodcreek Oaks Boulevard in connection with its installation of required Blue Oaks frontage improvements. For any required electrical services other than the 12kv line, Landowner shall only be obligated to install the portion of such underground electrical services along the frontage of the Campus Oaks Property adjacent to Blue Oaks Boulevard from its intersection with New Meadow Drive to its intersection with Woodcreek Oaks Boulevard, as shown in the cross-section in Exhibit C-1.
Department	Electric Department
Status	Ongoing obligation
Section	3.3.2
Title	Public Utility Easement/Sidewalk/Pedestrian Access Easement Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Upon approval of the first building permit for a building to receive electrical service from facilities to be located on Blue Oaks Boulevard or upon earlier request of CITY, LANDOWNER shall grant and convey to CITY a public utility

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	easement for public utility purposes along Blue Oaks Boulevard from Foothills Boulevard to the western most point of LANDOWNER's property. Upon approval of the first building permit for a building to receive electrical service from facilities to be located on Woodcreek Oaks Boulevard or upon earlier request of CITY, LANDOWNER shall grant and convey to CITY a public utility easement for public utility purposes along Woodcreek Oaks Boulevard from Blue Oaks Boulevard to the southernmost point where Woodcreek Oaks Boulevard exits the Property. LANDOWNER shall grant and convey to CITY simultaneously with each of the foregoing easements a co-extensive easement for sidewalk/pedestrian access purposes. Each such easement shall be twenty-five feet (25') wide and shall be measured from the southern boundary of the existing right of way of Blue Oaks Boulevard or the easternmost boundary of the right of way of Woodcreek Oaks Boulevard established pursuant to Section 3.8.2.A, as the case may be and shall be included within the landscape setback established by Section 3.8.10. BBC Roseville Oaks, LLC: Amendment #4 Landowner shall grant and convey to City a public utility easement for public utility purposes along Woodcreek Oaks Boulevard from Blue Oaks Boulevard to the southernmost point where Woodcreek Oaks Boulevard exits the Campus Oaks Property. Landowner shall grant and convey to City simultaneously with each of the foregoing easements a co-extensive easement for sidewalk/pedestrian access purposes. Each such easement shall be twenty-five feet (25') wide and shall be measured from the southern boundary of the existing right of way of Blue Oaks Boulevard or the easternmost boundary of the right of way of Woodcreek Oaks Boulevard established pursuant to Section 3.8.2.A, as the case may be and shall be included within the landscape setback established by Section 3.8.10.
Department	Electric Department
Status	Ongoing obligation
Section	3.3.3
Title	On-Site Public Electrical Circuits
Obligation	Hewlett Packard Company: Concurrently with the construction of any portion of Collector A or Collector B, shown on Exhibit "C" hereto, which may serve in part as public roadways in the future to serve the Northwest portion of the Property, LANDOWNER agrees to construct on-site electrical circuits and facilities to then current CITY standards to serve the street lights and landscaping improvements to be installed within the potential future rights-of-way therefor, such that the electrical service needs for such improvements can be provided by a public circuit, independent of the private circuits located and to be located within the Property, if and when such roadways are dedicated to CITY. The design of such circuits shall be included as part of the improvement plans for such roadways. In the event LANDOWNER offers to dedicate any portion of Arterial A or of Collector A, B or C to CITY for right-of-way purposes, and LANDOWNER has not installed on-site public electric circuits to CITY standards, CITY may require LANDOWNER to do so prior to accepting any such offer.
Department	Electric Department
Status	Ongoing obligation
Section	3.3.4
Title	Streetlights Amendment #3 – Ord. #5533

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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	Ongoing obligation
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	Ongoing obligation
Section	3.3.7
Title	Retail Power Purchase Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: As a material condition to the validity of this Agreement, LANDOWNER shall have entered into a power purchase agreement with the CITY wherein LANDOWNER agrees to purchase, for a specified term, all of the electric power required by its operation in Roseville exclusively from CITY's electric utility, at the retail rate and upon the terms as set forth in the agreement. The power purchase agreement shall be a separate agreement here from, and shall provide for such commercially reasonable terms as the parties may determine to govern the conditions of service, and for a process of amendment which does not involve a requirement that this Agreement be amended. In the event the parties fail to enter into a Power Purchase Agreement by August 31, 1996, the City Council may take action to suspend the rights and benefits granted hereunder to LANDOWNER until such future date as a Power Purchase Agreement is executed; provided, however, that the parties may extend any date or waive the requirements of this section upon mutual written consent, without further amendment of this Agreement being required. BBC Roseville Oaks, LLC: Amendment #4 Electric Efficiency and Demand Reduction. In order to mitigate demand for energy

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	supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: i. All residential dwelling units will install residential air conditioning units with, as a minimum standard, a Seasonal Energy Efficiency Rating (“SEER”) of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio (“EER”) of 12 or greater, and a thermal expansion valve (“TXV”). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12.5 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Utility Director or designee. ii. All commercial air conditioning units 5 tons or less (<65,000 btu/h) shall meet the current Consortium for Energy Efficiency (“CEE”) Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Utility Director or designee.
Department	Electric Department
Status	Ongoing obligation
Section	3.3.8
Title	Electric Vehicle Ready Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Every garage of each single family home shall be designed and improved as “Electric Vehicle Ready”. To facilitate this use, all garages for single-family units shall either include a ¾” conduit raceway to a spare electric box that is sized for a future 40-amp, 220v outlet, with labeling of the availability thereof, or include a 40-amp, 220v outlet, wired with an acceptable gauge to provide such service. A 40-amp, 220v breaker space must be available in the electrical panel.
Department	Electric Department
Status	Ongoing obligation
Section	3.4
Title	Drainage Improvements Amendment #1 – Ord. #3665 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: <u>3.4 Drainage Improvements.</u> LANDOWNER shall provide on-site drainage improvements as provided in this section. 3.4.1 Master Drainage Impact Study. Prior to approval of improvement plans for the first new building in the undeveloped northern or southern watershed on the Property to be constructed after execution of this Agreement, LANDOWNER

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	shall prepare a Master Drainage Impact Study for its on-site drainage facilities to the satisfaction of the City Engineer. The Master Drainage Impact Study shall identify the size and location of all major drainage facilities proposed for the Property relative to drainage impacts and shall be accompanied by all supporting technical information and calculations. 3.4.1 Drainage Impact Studies. Prior to the approval of improvements for each new building to be constructed within the Northern Watershed (as such Watershed is described in Section 3.4.4 below), Landowner shall prepare a separate Drainage Impact Study. The Drainage Impact Study shall evaluate the size and location of all necessary on-site drainage facilities required for the conveyance of on-site storm water. Each Drainage Impact Study shall quantify the cumulative effect of all the development within the Northern Watershed and shall demonstrate that the existing temporary drainage basin has available capacity to adequately detain the additional storm water run-off associated with the "new" development to pre-project discharge rates. At such time as when the existing temporary drainage basin reaches capacity and is inadequate to provide proper storm water detention, the permanent drainage basin shall be built concurrently with any new construction activities within the Northern Watershed. The drainage impact studies shall be accompanied with all supporting technical information and calculations and shall be completed to the satisfaction of the City Engineer. Prior to approval of improvements for the first new building to be constructed after execution of this Amendment within the Undeveloped Southern Watershed (as such watershed is described in Section 3.4.4 below), Landowner shall prepare a Master Drainage Impact Study for the on-site drainage facilities for the Watershed to the satisfaction of the Public Works Director/City Engineer. The Drainage Impact Study shall identify the size and location of the major drainage facilities proposed for the Undeveloped Southern Watershed within the Property relative to drainage impacts, and shall be accompanied by all supporting technical information and calculations. BBC Roseville Oaks, LLC: Amendment #4 Landowner has prepared an updated drainage impact study for the Campus Oaks Property that evaluates the size and location of all necessary on- site drainage facilities required to treat and convey all storm water from the Campus Oaks Property to current City Standards. The updated drainage impact study includes a full description of Low Impact Development (LID) and Hydro-modification per the requirements of the City's State-issued NPDES permit. Full capture of trash will be required as and to the extent required by applicable City and state standards and the City's State-issued NPDES permit, for all storm water leaving priority land uses as defined within the permit. Subsequent drainage analysis will accompany the approval of future entitlement requests and shall be used as the basis of construction drawings.
Department	Engineering Division and Engineering Department
Status	Ongoing obligation
Section	3.4.3
Title	Storm Drains
Obligation	Hewlett Packard Company: LANDOWNER shall construct storm drain mains and laterals in accordance with CITY's then current improvement standards and shall provide laterals to serve all buildings on the Property. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains.
Department	Engineering Division

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Status	Ongoing obligation
Section	3.4.4
Title	Detention Basins Amendment #1 – Ord. #3665 Amendment #2 – Ord. #5548 Amendment #6 – Ord. #5829
Obligation	Hewlett Packard Company: LANDOWNER intends to serve the surface water drainage requirements for the development of the Property with the two drainage detention basins proposed for the Property, as generally shown on Exhibit "E" hereto and marked thereon as the "Northern Detention Basin" and the "Southern Detention Basin" (collectively, The "Drainage Basins"). The Northern Detention Basin is designed to serve the drainage needs for development within the area identified on Exhibit "E" as the "Undeveloped Northern Watershed" and the Southern Detention Basin is designed to serve the drainage needs for development within the area shown on Exhibit "E" as the "Undeveloped Southern Watershed." LANDOWNER also intends to serve the drainage needs for the initial development of the Undeveloped Northern Watershed with a temporary detention basin, located in the northwest corner of the Property as shown on Exhibit "E" (the "Temporary Basin"), which will be designed to store a minimum of five (5) acre feet of water. The design and location of the Drainage Basins and the Temporary Basin shall be subject to CITY review and approval as part of the Master Drainage Impact Study. Upon the issuance of a building permit for the construction of any structure or buildings within the Undeveloped Southern Watershed, LANDOWNER shall commence construction of the Southern Detention Basin and complete construction in a timely manner. Provided, however, LANDOWNER shall not be obligated to construct the Southern Detention Basin in order to construct road improvements or utilities within the Undeveloped Southern Watershed or in connection with the construction by CITY of either the well site or the electrical substation that may be located therein. Upon the issuance of a building permit for the construction of any structure or building within the Undeveloped Northern Watershed, LANDOWNER shall commence construction of either the Temporary Basin or the Northern Detention Basin, as required hereby and complete construction in a timely manner. If LANDOWNER elects to construct the Temporary Basin, then up to fifty percent (50%) of the land within the Undeveloped Northern Watershed may be developed by LANDOWNER in reliance upon LANDOWNER's construction of the Temporary Basin. Thereafter, if and when LANDOWNER applies for a building permit which, in the aggregate, will develop more than fifty percent (50%) of the land within the Undeveloped Northern Watershed, LANDOWNER shall construct the Northern Detention Basin. Alternatively, if and when any other development (either within the Property, by CITY or by others) requires the construction of Woodcreek Oaks Boulevard such that the remaining portion of the Temporary Basin is not then adequate to serve the drainage needs of the Undeveloped Northern Watershed then developed or proposed to be developed by LANDOWNER, LANDOWNER shall construct the Northern Detention Basin. When the Northern Detention Basin is constructed, any requirement to maintain the Temporary Basin for detention purposes shall terminate and the Temporary Basin shall be filled/graded to a condition acceptable to the City Engineer. If any development of the commercial site located at the northwest corner of the Property is proposed by LANDOWNER prior to construction of the Northern Detention Basin, such development shall be designed both to accommodate continued surface water drainage to the Temporary Basin located at such site and preserve LANDOWNER's ability to ultimately construct the Northern Detention Basin. At the time of issuance of a building permit for any such northwest commercial

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	development, LANDOWNER shall provide reasonable assurances to CITY that LANDOWNER has retained adequate access across such site for purposes of its future construction of the Northern Detention Basin. LANDOWNER shall be solely responsible for all maintenance to the Northern and Southern Detention Basins and the Temporary Basin, as and when such Basins are developed for detention purposes as well as the area of the one hundred (100) year floodplain for the South Branch of Pleasant Grove Creek. Prior to construction of any of the Basins, LANDOWNER shall execute an agreement with CITY which specifies LANDOWNER's maintenance responsibilities for the Basins. CITY shall have the right of access to the Basins without prior notice for emergency purposes as determined by the City Engineer. Upon request of CITY, LANDOWNER shall cooperate with reasonable inspections of the Basins and of the maintenance thereof by LANDOWNER, provided LANDOWNER may require a representative thereof to attend and monitor any such inspection by CITY. 3.4.4 Detention Basins. LANDOWNER intends to serve the surface water drainage requirements for the development of the Property with the two drainage detention basins proposed for the Property, as generally shown on Exhibit "E" hereto and marked thereon as the "Northern Detention Basin" and the "Southern Detention Basin" (collectively, the "Drainage Basins"). The Northern Detention Basin is designed to serve the drainage needs for development within the area identified on Exhibit "E" as the "Undeveloped Northern Watershed" and the Southern Detention Basin is designed to serve the drainage needs for development within the area shown on Exhibit "E" as the "Undeveloped Southern Watershed." LANDOWNER also intends to serve the drainage needs for the initial development of the Undeveloped Northern Watershed with a temporary detention basin, located in the north portion of the property between Collector B and Collector C as shown on Exhibit "E" (the "Temporary Basin"), which will be designed to store a minimum of five (5) acre feet of water. The design and location of the Drainage Basins and the Temporary Basin shall be subject to CITY review and approval as part of the drainage impact studies. Upon the issuance of a building permit for the construction of any structure or buildings within the Undeveloped Southern Watershed, LANDOWNER shall commence construction of the Southern Detention Basin and complete construction in a timely manner. Provided, however, LANDOWNER shall not be obligated to construct the Southern Detention Basin in order to construct road improvements or utilities within the Undeveloped Southern Watershed or in connection with the construction by CITY of either the well site or the electrical substation that may be located therein. Upon the issuance of a building permit for the construction of any structure or building within the Undeveloped Northern Watershed, LANDOWNER shall commence construction of either the Temporary Basin or the Northern Detention Basin, as required hereby and complete construction in a timely manner. LANDOWNER may develop the Undeveloped Northern Watershed relying on the Temporary Basin until such time as the Temporary Basin is no longer adequate to serve the drainage needs of the Undeveloped Northern Watershed, based upon the studies provided as required by section 3.4.1. At which time, LANDOWNER shall construct the Northern Detention Basin. When the Northern Detention Basin is constructed, any requirement to maintain the Temporary Basin for detention purposes shall terminate and the Temporary Basin shall be filled/graded to a condition acceptable to the City Engineer. LANDOWNER shall be solely responsible for all maintenance to the Northern and Southern Detention Basins and the Temporary Basin, as and when such Basins are developed for detention purposes as well as the area of the one hundred (100) year
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	floodplain for the South Branch of Pleasant Creek. Prior to construction of any of the Basins, LANDOWNER shall execute an agreement with CITY which specifies LANDOWNER's maintenance responsibilities for the Basins. CITY shall have the right of access to the Basins without prior notice for emergency purposes as determined by the City Engineer. Upon request of CITY, LANDOWNER shall cooperate with reasonable inspections of the Basins and of the maintenance thereof by LANDOWNER, provided LANDOWNER may require a representative thereof to attend and monitor any such inspection by CITY. Hewlett Packard Company and BBC Roseville Oaks, LLC: <i>Amendment #2 – delete all reference to Northern Detention Basin and Undeveloped Northern Watershed</i> Quality Investment Properties: <i>Amendment #6 – delete all reference to Northern Detention Basin and the Undeveloped Northern Watershed.</i> 3.4.4 Detention Basins. LANDOWNER intends to serve the surface water drainage requirements for the development of the Property with the two drainage detention basins proposed for the Property, as generally shown on Exhibit "E" hereto and marked thereon as the "Northern Detention Basin" and the "Southern Detention Basin" (collectively, the "Drainage Basins"). The Northern Detention Basin is designed to serve the drainage needs for development within the area identified on Exhibit "E" as the "Undeveloped Northern Watershed" and the Southern Detention Basin is designed to serve the drainage needs for development within the area shown on Exhibit "E" as the "Undeveloped Southern Watershed." LANDOWNER also intends to serve the drainage needs for the initial development of the Undeveloped Northern Watershed with a temporary detention basin, located in the north portion of the property between Collector B and Collector C as shown on Exhibit "E" (the "Temporary Basin"), which will be designed to store a minimum of five (5) acre feet of water. The design and location of the Drainage Basins and the Temporary Basin shall be subject to CITY review and approval as part of the drainage impact studies. Upon the issuance of a building permit for the construction of any structure or buildings within the Undeveloped Southern Watershed, LANDOWNER shall commence construction of the Southern Detention Basin and complete construction in a timely manner. Provided, however, LANDOWNER shall not be obligated to construct the Southern Detention Basin in order to construct road improvements or utilities within the Undeveloped Southern Watershed or in connection with the construction by CITY of either the well site or the electrical substation that may be located therein. Upon the issuance of a building permit for the construction of any structure or building within the Undeveloped Northern Watershed, LANDOWNER shall commence construction of either the Temporary Basin or the Northern Detention Basin, as required hereby and complete construction in a timely manner. LANDOWNER may develop the Undeveloped Northern Watershed relying on the Temporary Basin until such time as the Temporary Basin is no longer adequate to serve the drainage needs of the Undeveloped Northern Watershed, based upon the studies provided as required by section 3.4.1. At which time, LANDOWNER shall construct the Northern Detention Basin. When the Northern Detention Basin is constructed, any requirement to maintain the Temporary Basin for detention purposes shall terminate and the Temporary Basin shall be filled/graded to a condition acceptable to the City Engineer. LANDOWNER shall be solely responsible for all maintenance to the Northern and
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	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 North Industrial Area and the Northwest Roseville Specific Plan, and; 2) the statements or

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	representations made by CITY associated with previous land use approvals for the Property as to the then-existing and projected water line capacity which would be, or would become available to serve the Property.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.2
Title	On-Site Water Lines Amendment #3 – Ord. #5533 – deleted section Amendment #4 – Ord. #5334
Obligation	Hewlett Packard Company: LANDOWNER shall construct all on-site water lines, including those major on-site transmission mains shown on Exhibit "F", as and when required for development within the Property. All such improvements, including mains and flow monitoring stations, shall be constructed pursuant to CITY's Improvement Standards and shall be subject to CITY plan review, construction inspection and final approval. LANDOWNER shall pay then current plan check and inspection costs as incurred by CITY for review and inspection of any such improvements. Sizing of pipes shall be as set forth on said Exhibit "F." Notwithstanding any other provision of this Agreement, unless fire flows are maintained and a non-loop system is approved by the Environmental Utilities Director, all areas of the Property shall at all times be supplied by a loop system. LANDOWNER shall install backflow devices to CITY's then current specification at each point where a non-City on-site water line joins CITY-owned water supply system. BBC Roseville Oaks, LLC: Amendment #4 Landowner shall construct all on-site water lines, including those major on-site transmission mains shown on Exhibit E, as and when required for development within the Campus Oaks Property, as determined by the City based on the timing and scope of development of the Campus Oaks Property from time to time proposed by Landowner. All such improvements shall be constructed pursuant to City's Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check and inspection costs as incurred by City for review and inspection of any such improvements. Sizing of pipes shall be as set forth on said Exhibit E, subject to any revisions thereto as deemed necessary by the City to serve development of the Campus Oaks Property based on any water master plan updates required by the City in connection with Landowner's development. Notwithstanding any other provision of this Agreement, unless fire flows are maintained and a non-loop system is approved by the Environmental Utilities Director, all areas of the Campus Oaks Property shall at all times be supplied by a loop system. Landowner shall install backflow devices to City's then current specifications at each point where a private on-site water line joins the City-owned water supply system.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5.2.A
Title	Phasing of On-Site Lines Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: The water phasing plan shall consist of the development and extension of an on-site looped water system as shown on Exhibit "F". All development, including the existing campus adjacent to Foothills Boulevard, will be served by the City of Roseville's existing 24" water line. Development of the property north of Collector A will extend a 12" water

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	main along Collector A, as such Collector is extended into the Property. This line will serve all property located north of Collector A and east of Collector B and will eventually be connected to a 16" water line that will be extended southerly along Collector B from a connection to the 24" water line proposed to be constructed in Blue Oaks Boulevard by others. The 16" line will extend southerly along Collector B, which will serve the development of all property located to the west of Collector B. At the time the 16" line has been extended along Collector B to Arterial A, then a 12" water line will be extended southerly along the existing south campus loop, connecting to the existing 12" line at Foothills Boulevard, thereby completing an internal water loop from Foothills Boulevard to Blue Oaks Boulevard. Additional 12" water lines will be extended westerly from Collector B, along Collector A and Arterial A, and provide connection to a future 24" water line to be constructed in Woodcreek Oaks Boulevard by others. CITY shall have no right to require any changes, modifications or increases in the on-site water line system described above, provided LANDOWNER may request changes thereto, subject to the reasonable review and approval of the Environmental Utilities Director. BBC Roseville Oaks, LLC: Amendment #4 The water phasing plan shall consist of the development and extension of an on-site looped water system as shown on Exhibit E, as and when required by the City to be installed by Landowner based on the portion(s) of the Campus Oaks Property then proposed for development by Landowner. All development will be served by the City of Roseville's existing 24" water line. At a minimum, as and when Landowner proposes to install any roadways within the Campus Oaks Property within which the water lines shown on Exhibit E will be located, Landowner shall be obligated to install the water lines located within such road rights of way. In particular, and without limitation thereof, in consideration of Landowner's commitment to construct all of HP Way within the Campus Oaks Property prior to recordation of the first small-lot subdivision map or issuance of the first building permit within the Campus Oaks Property, Landowner shall be obligated to install the water lines proposed to be located within HP Way concurrently with its construction thereof. Except as provided above based on any water master plan updates required by the City, City shall have no right to require any changes, modifications or increases in the on-site water line system set forth in Exhibit E, provided Landowner may request changes thereto, subject to the reasonable review and approval of the Environmental Utilities Director.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.2.B
Title	Review of Plans for Adjacent 24" Water Lines Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: CITY shall provide LANDOWNER with the right to review the plans to be prepared by others for the construction of the 24" line within Blue Oaks Boulevard and within Woodcreek Oaks Boulevard. LANDOWNER shall have the right, upon such review, to request that certain "T" joints be sized and installed at the following points along such lines to serve development within the Property the intersection of Blue Oaks Boulevard with Collector B or Collector C and the intersection of Woodcreek Oaks Boulevard with Arterial A or Collector A. LANDOWNER shall be responsible for the payment of the actual hard cost of including such "T" joints as part of the construction of such lines, consisting of the identifiable and commercially reasonable costs of design, engineering and construction actually incurred for such work. In the event any such water line is being constructed by a third party, CITY shall coordinate and assist LANDOWNER with

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	arranging for inclusion of the "T" joints in the work by the third party; provided, however, the terms of payment of the hard costs as defined above shall be a matter to be determined by the parties on a commercially reasonable basis. BBC Roseville Oaks, LLC: Amendment #4 Landowner shall offer to dedicate to City a public utility easement for the ownership and maintenance of all water lines to be installed within the Campus Oaks Property, and City shall accept such lines, subject to improvement of the water lines to the then current City standard. In the event Landowner subdivides any portion of the Campus Oaks Property, all lots or parcels created by such subdivision shall be required to be served with water service from a City-owned water line located within an accepted public utility easement and shall install backflow devices and meters as required by City. Until City accepts any such public utility easement(s), Landowner shall be responsible for maintenance of all on-site water lines and facilities and backflow devices.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.2.C
Title	Public Utility Easements Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: At LANDOWNER'S discretion, LANDOWNER may offer to dedicate to CITY a public utility easement for the ownership and maintenance of any such water lines, and CITY may accept, accept subject to improvement of the water lines to the then current CITY standard, or reject said easements. In the event LANDOWNER subdivides any portion of the Property, all lots or parcels created by such subdivision shall be required to be served with water service from a CITY-owned water line located within an accepted public utility easement and shall install backflow devices and meters as required by CITY. LANDOWNER shall also grant, upon request of CITY, a public utility easement for the 24" water line to be installed within Woodcreek Oaks Boulevard. Until CITY accepts any such public utility easement(s), LANDOWNER shall be responsible for maintenance of all on-site water lines and facilities and backflow devices. BBC Roseville Oaks, LLC: Amendment #4 Landowner hereby offers to dedicate to City a groundwater well site in the area within the Campus Oaks Property referred to as Parcel CO- 76 and generally shown on Exhibit F attached hereto (the "Well Site"). As shown thereon, the Well Site is adjacent to and shall have access to the 16" water line to be installed within Painted Desert Drive. The Landowner shall be responsible for the construction of a monitoring well for determining water production and quality. The Landowner shall contact the City prior to construction of the monitoring well to receive approval from the City Environmental Utilities Director on the associated construction and sampling plans. The monitoring well shall be commenced prior to the issuance of the first building permit. The production well casing will be designed for Aquifer Storage and Recover (ASR) purposes. Financing for the costs of the production well are included in the City Water Department's CIP program and as such the City shall be responsible for constructing the production well and the above ground improvements such as pumping, treatment and well building facilities. It is the intent of this Section 3.5.2.C (and the Parties) that the groundwater well location

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	identified within the Campus Oak Master Plan be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowner shall, at its own cost, work with the City to relocate the site within the Campus Oaks Master Plan until these objectives are satisfied. If no satisfactory site can be identified within the Campus Oaks Master Plan, and upon approval from the City Environmental Utilities Director, an off-site location may be identified and the monitoring well drilled at the alternative site at Landowners expense. All conditions set forth in this Section 3.5.2.C shall remain in force. Landowner shall offer to dedicate to City, without compensation and upon recordation of the Large Lot Map, the Well Site identified as Parcel CO-76. Landowner shall be responsible for installing all frontage improvements to Parcel CO-76, including storm drainage, water, wastewater, electric and fiber. The storm drain shall be sized with sufficient capacity to enable flows up to 1,800 gallons per minute to facilitate flushing the water well. The use of such Well Site shall be limited for the purpose of constructing and maintaining an ASR groundwater well for potable water storage recovery and appurtenant uses. The term of this dedication shall commence upon the Effective Date of this Agreement and shall terminate on the expiration of this Agreement or upon written notice from City that it will not need the Well Site for potable water purposes, whichever occurs first.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.3
Title	Water Conservation Measures Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Landowner and its successors shall implement a Water Conservation Plan included as Exhibit M to this Agreement. The Water Conservation Plan shall include compliance with the City's then current Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Campus Oaks Property and measures to ensure water conservation objectives are achieved in perpetuity subject to approval of the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Weather Based Smart Irrigation Controllers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Campus Oaks Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.5
Title	Water System Sequencing Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Water system facilities shall be constructed as required by the City and concurrently with the construction of the road improvements described in Section 3.8 of this Agreement. Extensions into the neighborhoods will be completed with their respective development. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities Department

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Status	Ongoing obligation
Section	3.5.6
Title	Public Utility Easements Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.7
Title	Disclose to Buyers Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Landowner shall disclose to all residential and nonresidential buyers that the Campus Oaks Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Campus Oaks Property. The disclosure shall describe the location of the groundwater well. As further disclosure Landowner shall install signage at the Well Site on Parcel CO- 76 describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.8
Title	Water Softeners Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: As part of its development of the Campus Oaks Property, Landowner and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6
Title	Sewer Improvements Amendment #3 – Ord. #5533
Obligation	Hewlett Packard Company: LANDOWNER shall provide on-site improvements to the sewer system as provided in this section, and as shown on Exhibit "G". LANDOWNER shall have no obligation to install or pay for the installation of any off-site treatment or transmission facilities, except for the payment of sewer connection fees levied and collected by CITY at the time of development pursuant to the existing CITY ordinances. <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

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	plan review, construction inspection and final approval. LANDOWNER shall pay then current plan check and inspection costs as incurred by CITY for review and inspection of any such improvements. All sewer system improvements shall include protection from hydrogen sulfide generated corrosion.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.2
Title	Phasing of On-Site Lines/Interim Connections Amendment #1 – Ord. #3665 Amendment #2 – Ord. #5533 – Section Deleted Amendment #6 – Ord. #5829 – Sewer Improvements
Obligation	Hewlett Packard Company: As shown on Exhibit "G", the areas of the Property for purposes of sewer service are divided into the Northeast Area Interim Sewer (the "Northeast Area") and the balance of the Property to be developed. Development of the Northeast Area, which contains a light industrial site and a 6.5-acre commercial site, will be sewer on an interim basis by the existing 10" sanitary sewer located in Foothills Boulevard. Development of any portion of the remaining Property will require construction of the additional 12" and 15" sewer lines located west of the Northeast Area, as shown on Exhibit "G" (the "West Sewer Lines"), which will extend to the existing 21" gravity main along the southern boundary of the Property. CITY shall allow LANDOWNER to develop within the Northeast Area so long as capacity is available within the 10" main. CITY shall constantly monitor the available capacity within said 10" main. For the purposes of determining whether capacity remains available in the 10" main, capacity will be presumed to be available as long as the flow in the main does not exceed fifty percent (50%) of its capacity and more than twenty-five percent (25%) of the land within the service area of the line remains to be developed. If twenty-five percent (25%) or less of the land within the service area of the line remains to be developed, and if the flow in the main still does not exceed fifty percent (50%) of its capacity, LANDOWNER may continue to utilize the 10" line unless CITY determines while processing development entitlements for any of the land within the remaining twenty-five percent (25%) of the service area that fifty percent (50%) of the capacity of the line will be needed to service the new development. In such case, CITY may demand that LANDOWNER install or complete its installation of the West Sewer Lines and install the additional 12" sewer line shown for the Northeast Area, so that all development within the Northeast Area can be served by such lines and the use of the 10" main can thereby be terminated. Upon any such demand of CITY, LANDOWNER shall use its best efforts to complete the design and construction of such lines within twelve (12) months of its receipt of such demand, provided the commencement and completion thereof shall be extended due to any delays beyond LANDOWNER's reasonable control. For development within the Northeast Area, LANDOWNER shall pay the then-current sewer connection fee for Zone 8 of Sewer Special Benefit Area No. 2, in addition to such other sewer connection fees as may be applicable pursuant to section 2.4.2; provided, however, in the event the use by LANDOWNER of the 10" main becomes permanent under the conditions of the previous paragraph, then LANDOWNER shall, upon demand by CITY, pay the then-current incremental difference in the fee between that for Zone 8 and that for Zone 7 of Sewer Benefit Area No. 2. In the event CITY constructs sewer treatment facilities to the north or west of the Property, and such facilities may be reached by a gravity flow sanitary sewer main which connects or will connect with the West Sewer Line at the northwestern corner of the Property, LANDOWNER may connect to any such main and, if it has not already been constructed, need not construct the West Sewer Line along the western boundary of the Property. In the event, however, LANDOWNER constructs the West Sewer Line along

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	the western boundary of the Property and thereafter utilizes it on a permanent basis, then LANDOWNER shall pay the then-current incremental difference in the fee between that for Zone 8 and that for Zone 9 of Sewer Benefit Area No. 2. As shown on Exhibit "G," the areas of the Property for purposes of sewer service are divided into the Northeast Area Interim Sewer (the "Northeast Area") and the balance of the Property to be developed. Development of the Northeast Area, as depicted, will be sewer by the existing 10" sanitary sewer located in Foothills Boulevard. Development of any portion of the remaining Property which cannot connect sewer directly into existing 36"/42" sewer lines along Woodcreek Oaks Boulevard will require construction of the additional 12" sewer line along Blue Oaks Boulevard to connect to the existing sewer lines located along the western boundary of the Property, as shown on Exhibit "G". CITY shall allow LANDOWNER to develop within the Northeast Area so long as capacity is available within the 10" main. CITY shall constantly monitor the available capacity within said 10" main. For the purposes of determining whether capacity remains available in the 10" main, capacity will be presumed to be available as long as the flow in the main does not exceed fifty percent (50%) of its capacity and more than twenty-five percent (25%) of the land within the service area of the line remains to be developed. If twenty-five percent (25%) or less of the land within the service area of the line remains to be developed, and if the flow in the main still does not exceed fifty percent (50%) of its capacity, LANDOWNER may continue to utilize the 10" line unless CITY determines while processing development entitlements for any of the land within the remaining twenty-five percent (25%) of the service area that fifty percent (50%) of the capacity of the line will be needed to service the new development. In such case, CITY may demand that LANDOWNER install the 12" sewer line to connect to the existing 36"/42" sewer line along the west boundary of the Property as shown on Exhibit G so that all development within the Northeast Area can be served by such lines and the use of the 10" main can thereby be terminated. CITY's demand that LANDOWNER install the 12" sewer line shall be delivered to LANDOWNER in writing on or before August 1 of the calendar year in which such demand is made. Upon receipt of such demand, LANDOWNER shall use its best efforts to complete the design and construction of such lines by December 31 of the following calendar year, and completion thereof shall be extended due to any delays beyond LANDOWNER's reasonable control. For development within the Northeast Area, LANDOWNER shall pay the then-current sewer connection fee for Zone 8 of Sewer Special Benefit Area No. 2, in addition to such other sewer connection fees as may be applicable pursuant to section 2.4.2; provided, however, in the event the use by LANDOWNER of the 10" main becomes permanent under the conditions of the previous paragraph, then LANDOWNER shall, upon demand by CITY, pay the then-current incremental difference in the fee between that for Zone 8 and that for Zone 7 of Sewer Benefit area No. 2. Quality Investment Properties Amendment #6 For purposes of Section 3.6.2 of the Development Agreement, CITY hereby agrees that the planned construction of the sewer line within Painted Desert Drive by BBC Roseville Oaks, for which LANDOWNER has paid its fair share based upon the vested rights in Section 2.2 pursuant to a Settlement Agreement between CITY, BBC Roseville Oaks and LANDOWNER, is designed to sewer the existing and future development of Parcel 2 and Parcel 3 consistent with the vested Entitlements to connect to the existing sewer lines in Woodcreek Oaks Boulevard in place of the 12" sewer line along Blue Oaks
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	Boulevard. LANDOWNER shall have no obligation or right to construct the additional 12" sewer line along Blue Oaks Boulevard to sewer development of the Property. LANDOWNER and CITY hereby agree that except to the extent clarified herein, all other terms and provisions of Section 3.6.2 shall remain in full force and effect.
Department	Environmental Utilities
Status	The former 15" sewer line is now a 36" /42" sewer line along HP's western boundary and is complete. To date, the City has not requested HP to construct the 12" sewer line for the Northeast area. Ongoing obligation
Section	3.6.2.A
Title	Onsite Sewer Lines within Campus Oaks Property Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Landowner shall construct all on-site sewer lines within the Campus Oaks Property, including those major on- site transmission mains shown on Exhibit G, as and when required for development within the Campus Oaks Property, as determined by the City based on the timing and scope of development of the Campus Oaks Property from time to time proposed by Landowner. Sizing of pipes shall be as set forth on said Exhibit G, subject to any revisions thereto prior to construction thereof as deemed necessary by the City to serve development of the Campus Oaks Property and as may also be needed to serve planned development of other Property within the Master Plan Area based on any sewer master plan updates required by the City in connection with Landowner's development. If City requires such upsizing, City will be responsible for the costs of such upsizing in recognition that Landowner will be sizing the Infrastructure CFD financing to install the system described in Exhibit G. The sewer phasing plan for the Campus Oaks Property shall consist of the development and extension of the sewer transmission mains as shown on Exhibit G, as and when required by the City to be installed by Landowner based on the portion(s) of the Campus Oaks Property then proposed for development by Landowner. At a minimum, as and when Landowner proposes to install any roadways within the Campus Oaks Property within which the sewer lines shown on Exhibit G will be located, Landowner shall be obligated to install the sewer lines located within such road rights of way. In particular, and without limitation thereof, in consideration of Landowner's commitment to commence construction of all of HP Way within the Campus Oaks Property prior to issuance of the first building permit within the Campus Oaks Property, Landowner shall be obligated to install the sewer lines proposed to be located within HP Way concurrently with its construction thereof. Except as provided above based on any sewer master plan updates required by the City, City shall have no right to require any changes, modifications or increases in the on-site sewer line system set forth in Exhibit G, provided Landowner may request changes thereto, subject to the reasonable review and approval of the Environmental Utilities Director. Landowner acknowledges that, if any sewer line, or portion thereof, is installed within the Campus Oaks Property by other owners within the Master Plan Area prior to Landowner's development of the Campus Oaks Property that requires such sewer line, Landowner will be obligated to reimburse such other constructing owner for its share of the cost thereof, or portion thereof then serving development of the Campus Oaks Property, in accordance with the reimbursement provisions related thereto in the Second Amendment. Similarly, if Landowner installs any sewer line improvements within Campus Oaks that are sized or used to serve development of other Parcels within the Master Plan Area, City shall use good faith efforts to cause the owner(s) of such benefitted Parcel(s) to reimburse Landowner for its share of the cost thereof

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	consistent with the reimbursement provisions of the Second Amendment.”
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	Hewlett Packard Company: All manholes shall be located so that they are accessible by CITY sewer maintenance vehicles.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.4
Title	Public Utility Easements Amendment #3 – Ord. #5533
Obligation	Hewlett Packard Company: As and when LANDOWNER installs the West Sewer Lines within the Property, LANDOWNER shall grant to CITY a public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. As and when LANDOWNER installs on-site sewer lines within the Property, LANDOWNER may offer at LANDOWNER's discretion to dedicate to CITY a public utility easement for the ownership and maintenance of any such lines, and CITY may accept, accept subject to improvement of the sewer lines to the then current CITY standard, or reject said easements. In the event LANDOWNER subdivides any portion of the Property, all lots or parcels created by such subdivision shall be required to be served with sewer service from a CITY-owned sewer line located within an accepted public utility easement. Until CITY accepts any such public utility easement(s), LANDOWNER shall be responsible for maintenance of all on-site sewer lines and facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7
Title	Solid Waste Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: CITY acknowledges that LANDOWNER currently uses a private solid waste hauling service for its current operations within the Property and hereby confirms LANDOWNER's right to continue and expand the use of such private hauling service to any and all future development within the Property. CITY further agrees that should LANDOWNER, for any reason, be unable to use such private hauler or desire to terminate such private service, CITY will make its municipal hauling service available to LANDOWNER at the rates then in effect for comparable uses. BBC Roseville Oaks, LLC: Amendment #4 Landowner shall be required to utilize City of Roseville Solid Waste hauling services per the City of Roseville Municipal Code, Sections 9.12 and 9.17, and specifically Section 9.17.100 – Periodic refuse collection prohibited.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8

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Title	Road Improvements Amendment #2 - Ord. #5548 Amendment #3 – Ord. #5533 Deleted Section 3.8.1 through 3.8.4 Amendment #4 – Ord. #5534 Revised section 3.8.1.A & 3.8.1.B Amendment #6 – Ord. #5829
Obligation	Hewlett Packard Company: <u>3.8.1 Blue Oaks Boulevard</u> 3.8.1.A LANDOWNER shall construct at its ultimate location the southerly thirty-two feet (32') of pavement, the curb and gutter, the streetlights, and an eight foot (8') separate sidewalk, for Blue Oaks Boulevard, from its intersection with Foothills Boulevard to its intersection with Woodcreek Oaks Boulevard as shown in cross-section in Exhibit C-1. LANDOWNER may, in its discretion, construct such improvements in successive portions as provided herein. When LANDOWNER constructs an intersection with Blue Oaks Boulevard at Woodcreek Oaks Boulevard, Collector B or Collector C, or receives a building permit for a building located within three hundred feet (300') or less of the southerly boundary of the right of way for Blue Oaks Boulevard, LANDOWNER shall construct the foregoing improvements from Foothills Boulevard (or the most westerly point at which the improvements have then been completed) to the new intersection or the most westerly edge of the proposed new building improvements. All improvements to be installed by LANDOWNER shall comply with CITY's then current standards for public streets. Quality Investment Properties: Amendment #6 "3.8.1. <u>Blue Oaks Boulevard</u>. Blue Oaks Boulevard frontage improvements for Parcel 3 will be completed pursuant to the Settlement Agreement between CITY, BBC Roseville Oaks and LANDOWNER. Accordingly, Landowner shall only be responsible for the finished grading of the landscaped corridor adjacent to Blue Oaks Boulevard, the construction of an eight foot wide (8') separated sidewalk for Blue Oaks Boulevard frontage from its intersection with Foothills Boulevard to its intersection with New Meadow Drive, as shown in cross-section in Exhibit C-1, construction of a bus turnout, shelter pad and bus shelter on Blue Oaks Boulevard east of New Meadow Drive, and the completed landscaping and landscape irrigation within the fifty-foot wide (50') landscape set back adjacent to Blue Oaks Boulevard. With the approval of future development plans for Parcel 3, LANDOWNER will be responsible for the installation of all standard improvements associated with access to and from public roads, as determined by CITY. When LANDOWNER constructs an intersection with Blue Oaks Boulevard or receives a building permit for a building located within three hundred feet (300') or less of the southerly boundary of the right of way for Blue Oaks Boulevard, LANDOWNER shall construct the sidewalk improvements from Foothills Boulevard to the western property boundary and the bus turnout, shelter pad and bus shelter. CITY may, at its sole discretion, allow for the construction of the sidewalk and landscaping to be phased. All improvements to be installed by LANDOWNER shall comply with CITY's 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

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	the Office of the Placer County Recorder." BBC Roseville Oaks, LLC: Amendment #4 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 CFD (which will include the amount then estimated by the City to construct such improvements), subject to the City's good faith processing of the improvement plans for Blue Oaks Boulevard pursuant to this Agreement. Improvements to Blue Oaks Boulevard shall be completed within three (3) years from the earlier of the following: (1) sale of bonds by the first Infrastructure CFD acquisition; (2) if Landowner receives a building permit for a building located within three hundred feet (300') or less of the southerly right of way for Blue Oaks Boulevard; or (3) any roadway connection is made to Blue Oaks Boulevard, whichever occurs first. Provided, however, Landowner shall not be obligated to install any portion of the frontage improvements along Parcel 3 if and to the extent the installation thereof requires the cooperation of the owner thereof to provide construction access and right of way dedication to facilitate such construction and such necessary access and right of way dedication is not provided by such owner. Sidewalk improvements shall not be required to be installed along Blue Oaks Boulevard within the Campus Oaks Property except in connection with the issuance of a building permit for a building within Campus Oaks Property within 300' or less of the Blue Oaks Boulevard right of way, in which case such sidewalk improvements shall be installed by the applicant for such building permit. All improvements to be installed by Landowner shall comply with City's then current standards for public streets. Auxiliary lanes, deceleration lanes and bus turnouts can encroach into the public utility easement (PUE)/landscape setback easement (LSE). 3.8.1.B In the event LANDOWNER constructs the improvements to Blue Oaks Boulevard as set forth in subsection (A) above, LANDOWNER shall be entitled to be reimbursed by CITY for the hard costs of constructing the northerly fourteen feet (14') of pavement, consisting of the identifiable and commercially reasonable costs of the design, engineering and construction as actually incurred by LANDOWNER for the work. LANDOWNER shall be reimbursed pursuant to Section 4.2.1. BBC Roseville Oaks, LLC: Amendment #4 3.8.1.B In addition to and in conjunction with the improvements to Blue Oaks Boulevard required in subsection 3.8.1.A herein, Landowner shall construct the southerly one- half (1/2) of the landscape median in Blue Oaks Boulevard between Foothills Boulevard and Woodcreek Oaks Boulevard, as shown in Exhibit C-1. In the event that the City has sufficient funds to pay for the costs of the northern one-half (½)
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	of the landscaping, and at the City's request at the time of construction, Landowner shall construct the entire landscaped median with funding from the City for the northern one-half (½) of the landscaping, which funding shall be paid by the City concurrently with Landowner's payment of its share of the costs to the contractor for such work. 3.8.1.C In the event a third party constructs the improvements, or any portion thereof, to Blue Oaks Boulevard as set forth in subsection (A) above prior to the time LANDOWNER would have been obligated to do so, LANDOWNER shall: (1) construct the remaining portion of the pavement, if any, and the curb and gutter, streetlights and sidewalk when obligated to pursuant to subsection (A), above; and (2) reimburse, through CITY, the third party who constructed any portion of the southerly eighteen feet (18') of pavement, the curb and gutter, the street lighting or the sidewalk which LANDOWNER is obligated to construct pursuant to subsection (A), above, the hard costs thereof, consisting of the identifiable and commercially reasonable costs of design, engineering and construction as actually incurred by the third party, within thirty (30) days of the date LANDOWNER would have been obligated to construct the improvements. 3.8.1.D In addition to and in conjunction with the improvements to Blue Oaks Boulevard required in subsection (A) herein, LANDOWNER shall construct the southerly one-half (1/2) of the landscape median in Blue Oaks Boulevard, as shown in Exhibit C-1, or execute a deferred improvement agreement for such construction in a form acceptable to CITY. Hewlett Packard Company and BBC Roseville Oaks, LLC: <i>Amendment #2 – City Acknowledges that all required improvements to Foothills Boulevard have been completed.</i> <u>3.8.1 Blue Oaks Boulevard</u> 3.8.1.A LANDOWNER shall construct at its ultimate location the southerly thirty-two feet (32') of pavement, the curb and gutter, the streetlights, and an eight foot (8') separate sidewalk, for Blue Oaks Boulevard, from its intersection with Foothills Boulevard to its intersection with Woodcreek Oaks Boulevard as shown in cross-section in Exhibit C-1. LANDOWNER may, in its discretion, construct such improvements in successive portions as provided herein. When LANDOWNER constructs an intersection with Blue Oaks Boulevard at Woodcreek Oaks Boulevard, Collector B or Collector C, or receives a building permit for a building located within three hundred feet (300') or less of the southerly boundary of the right-of-way for Blue Oaks Boulevard, LANDOWNER shall construct the foregoing improvements from Foothills Boulevard (or the most westerly point at which the improvements have then been completed) to the new intersection or the most westerly edge of the proposed new building improvements. All improvements to be installed by LANDOWNER shall comply with CITY's then current standards for public streets. 3.8.1. B In the event LANDOWNER constructs the improvements to Blue Oaks Boulevard as set forth in subsection (A) above, LANDOWNER shall be entitled to be reimbursed by CITY for the hard costs of constructing the northerly fourteen feet (14') of pavement, consisting of the identifiable and commercially reasonable costs of the design, engineering and construction as actually incurred by LANDOWNER for the work. LANDOWNER shall be reimbursed pursuant to Section 4.2.1. 3.8.1.C In the event a third party constructs the improvements, or any portion thereof,
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	to Blue Oaks Boulevard as set forth in subsection (A) above prior to the time LANDOWNER would have been obligated to do so, LANDOWNER shall: (1) construct the remaining portion of the pavement, if any, and the curb and gutter, streetlights and sidewalk when obligated to pursuant to subsection (A), above; and (2) reimburse, through CITY, the third party who constructed any portion of the southerly eighteen feet (18') of pavement, the curb and gutter, the street lighting or the sidewalk which LANDOWNER is obligated to construct pursuant to subsection (A), above, the hard costs thereof, consisting of the identifiable and commercially reasonable costs of design, engineering and construction as actually incurred by the third party, within thirty (30) days of the date LANDOWNER would have been obligated to construct the improvements. 3.8.1.D In addition to and in conjunction with the improvements to Blue Oaks Boulevard required in subsection (A) herein, LANDOWNER shall construct the southerly one-half (1/2) of the landscape median in Blue Oaks Boulevard, as shown in Exhibit C-1, or execute a deferred improvement agreement for such construction in a form acceptable to CITY.
Department	Engineering Division
Status	Ongoing obligation
Section	3.8.2
Title	Woodcreek Oak Boulevard Amendment #3 – Ord. #5533 Deleted Section 3.8.1 through 3.8.4 Amendment #4 – Ord. #5534 Revised Section 3.8.2.E & 3.8.2.F
Obligation	Hewlett Packard Company: 3.8.2 Woodcreek Oaks Boulevard. 3.8.2. A Within one hundred eighty (180) days of execution of this Agreement, LANDOWNER shall execute an irrevocable offer to dedicate to CITY a fifty-one foot (51') wide public right of way for Woodcreek Oaks Boulevard along the western boundary of the Property from the southerly point where Woodcreek Oaks Boulevard enters onto the Property to its intersection with Blue Oaks Boulevard. 3.8.2.B LANDOWNER shall construct at its ultimate location the easterly thirty-two feet (32) of pavement and the curb and gutter in the right of way described in subsection (A) above, and the streetlights and an eight foot (8') separate sidewalk, for Woodcreek Oaks Boulevard, from its intersection with Blue Oaks Boulevard to the southerly point where it will exit the Property, as shown in cross section in Exhibit C-2. LANDOWNER may, in its discretion, construct such improvements in successive portions as provided herein. When LANDOWNER constructs the intersection with Woodcreek Oaks Boulevard at Collector A, or receives a building permit for a building located within three hundred feet (300') or less of the eastern boundary of the right of way for Woodcreek Oaks Boulevard, LANDOWNER shall construct the foregoing improvements from Blue Oaks Boulevard (or the most southerly point at which the improvements have then been completed) to the new intersection or the most southerly edge of the proposed new building improvements. When LANDOWNER constructs the intersection with Woodcreek Oaks Boulevard at Arterial A LANDOWNER shall construct, or complete construction of, all of the foregoing improvements. All improvements to be installed shall comply with CITY's then current standards for public streets. 3.8.2.C In the event LANDOWNER constructs the improvements to

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	Woodcreek Oaks Boulevard as set forth in subsection (B) above, LANDOWNER shall be entitled to be reimbursed by CITY for the hard costs of constructing the westerly ten feet (10') of pavement travel way, consisting of the identifiable and commercially reasonable costs of design, engineering and construction as actually incurred by LANDOWNER for the work but not for the most westerly four feet (4') of non-vehicular bike lane pavement. LANDOWNER shall be reimbursed pursuant to Section 4.2.1. 3.8.2.D In the event a third party constructs the improvements, or any portion thereof, to Woodcreek Oaks Boulevard as set forth in subsection (B) above prior to the time LANDOWNER would have been obligated to do so, LANDOWNER shall reimburse, through CITY, the third party who constructed any portion of the easterly eighteen feet (18') of pavement, the curb and gutter, the streetlights or the sidewalk which LANDOWNER is obligated to construct pursuant to subsection (B), above, the hard costs thereof, consisting of the identifiable costs of design, engineering and construction as actually incurred by the third party, within thirty (30) days of the date LANDOWNER would have been obligated to construct the improvements pursuant to subsection (B), above. 3.8.2.E In addition to and in conjunction with the improvements to Woodcreek Oaks Boulevard required in subsection (B) herein, LANDOWNER shall construct the easterly one-half (1/2) of the landscape median in Woodcreek Oaks Boulevard, as shown in Exhibit C-2, or execute a deferred improvement agreement for such construction in a form acceptable to CITY. BBC Roseville Oaks, LLC: Amendment #4 3.8.2.E In addition to and in conjunction with the improvements to Woodcreek Oaks Boulevard, Landowner shall construct the easterly one-half (1/2) of the landscape median in Woodcreek Oaks Boulevard between Blue Oaks Boulevard and the southerly edge of the property as shown in Exhibit C-1. In the event that the City has sufficient funds to pay for the costs of the western one-half (1/2) of the landscaping, and at the City's request at the time of construction, Landowner shall construct the entire landscaped median with funding from the City for the western one-half (1/2) of the landscaping, which funding shall be paid by the City concurrently with Landowner's payment of its share of the costs to the contractor for such work. BBC Roseville Oaks, LLC: Amendment #4 3.8.2.F Prior to the issuance of the first building permit within the Campus Oaks Property, Landowner shall pay to the City the amount of \$128,488.49 per the reimbursement agreement by and between the City and the then developer of the Longmeadow Subdivision made on July 1, 2009, and approved by the City Council as Ord. 09-276. The reimbursement provides payment for public improvements along the frontage of Woodcreek Oaks Boulevard that were in excess of the capacity necessary to serve the Longmeadow Subdivision and which would have otherwise been the obligation of the Campus Oaks project." Inflationary adjustments to the amount due will begin to accrue following the approval of this Fourth Amendment based on the Engineering New Record Construction Cost Index for the United States 20 City average, averaged with the Construction Cost Index for San Francisco (CCI) until such time as the payment is made in full.
Department	Engineering Division
Status	3.8.2.A – Ongoing Obligation

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	3.8.2.B – Ongoing Obligation 3.8.2.C – Ongoing Obligation 3.8.2.D – Ongoing Obligation 3.8.2.E – Ongoing Obligation 3.8.2.F – Obligation complete July, 2017
Section	3.8.7
Title	Intersections
Obligation	Hewlett Packard Company: As, if and when LANDOWNER constructs an intersection of Collector A, B or C, or Arterial A with Foothills Boulevard, Blue Oaks Boulevard or Woodcreek Oaks Boulevard, or a driveway thereto, LANDOWNER shall install such improvements for such intersection or driveway, from the adjacent lane of pavement of the Boulevard into the Property to the connection with such internal roadway or in the median, as CITY may require in accordance with CITY's then current improvement standards.
Department	Engineering Division
Status	Ongoing obligation
Section	3.8.8
Title	Timing of and Standards for Internal Roadways Amendment #4 - Ord. #5534
Obligation	Hewlett Packard Company: Subject to compliance with all other provisions of this Agreement, LANDOWNER shall have complete discretion to construct its on-site, internal roadway improvements to the extent desired thereby to provide access to the parcel(s) within the Property then being developed by LANDOWNER, subject only to the review and approval of the Director of Public Works/City Engineer as to the need for any secondary emergency access to such development; provided however, in the event CITY reasonably anticipates in conjunction with the issuance of a new building permit that any intersection of a roadway from the property with a CITY roadway might operate at a level-of- service which would be lower than the minimum level required by the General Plan, or that safety/operational problems may be likely to occur at any such intersection, CITY may require LANDOWNER to complete a study to analyze traffic impacts from the new development upon CITY's then existing roadway system. If CITY then determines that any intersection of a roadway from the Property with a CITY roadway would operate at a level-of-service which would be lower than the minimum level required by the General Plan, or that safety/operational problems would be likely to occur at any such intersection, LANDOWNER agrees to institute, within twelve (12) months of such determination, any mitigation measures acceptable to the Director of Public Works/City Engineer which would restore the intersection to a level-of-service which complies with the General Plan or alleviate the public safety/operational problem. Such mitigation measures may include, but are not necessarily limited to, construction of additional capacity improvements at the affected intersections or the construction of new access to the Property. Except to the extent expressly required by this Agreement, LANDOWNER shall not be obligated to comply with CITY standards for the construction of public streets with regard to road improvements to be constructed within the Property. LANDOWNER acknowledges and agrees that, in the event LANDOWNER desires at a future date to dedicate to CITY for use as a public road any such internal roadway not constructed to the then current CITY standard, CITY may require that LANDOWNER shall improve any such road to the then current CITY improvement standards prior to acceptance by CITY. BBC Roseville Oaks, LLC: Amendment #4

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	Subject to compliance with all other provisions of this Agreement, Landowner shall construct its on-site, internal roadway improvements to then applicable City Standards as and when required by the City to serve the portion(s) of the Campus Oaks Property then proposed for development by Landowner. The timing and extent of such internal road improvements required to serve development of the Campus Oaks Property, including providing any necessary secondary emergency access therefor, may be further conditioned and described by the City in connection with the City's processing and approval of subsequent approvals for the Project, including tentative subdivision maps related thereto.
Department	Engineering Division
Status	Ongoing obligation
Section	3.8.9
Title	Satisfaction of Prior Deferred Improvement Agreements
Obligation	Hewlett Packard Company: CITY acknowledges and agrees hereby that this Agreement shall fully and completely supersede and satisfy all obligations of LANDOWNER under: (1) that certain Deferred Improvement Agreement by and between LANDOWNER and CITY dated September 13, 1989, for improvements to Blue Oaks Boulevard and recorded on September 20, 1989 in Book 3716 at Pages 616 through 624, Official Records, Placer County Recorder and (2) that certain Deferred Improvement Agreements by and between LANDOWNER and CITY dated September 13, 1989, for improvements to Blue Oaks Boulevard and recorded on September 20, 1989 in Book 3716 at Pages 625 through 632, Official Records, Placer County Recorder. Upon recordation of this Agreement, said Deferred Improvement Agreements shall become null and void and any Letters of Credit posted therewith shall be released and returned to LANDOWNER.
Department	Engineering Division
Status	Ongoing obligation
Section	3.8.10
Title	Landscape Setback
Obligation	Hewlett Packard Company: LANDOWNER shall establish a thirty-five foot (35') landscape setback to the east of the right of way of Woodcreek Oaks Boulevard, a fifty foot (50') landscape setback to the south of the right of way of Blue Oaks Boulevard and a fifty foot (50') landscape setback to the west of the right of way of Foothills Boulevard, for landscaping, street lighting, sidewalk, and related uses.
Department	Engineering Division
Status	The landscape setbacks along Woodcreek Oaks Boulevard and Blue Oaks Boulevard were established in the Hewlett-Packard Roseville Campus Master Plan and again in the Campus Oaks Plan. The detailed landscaping improvement plans will be submitted as development occurs on the west and north sides of Campus Oaks as adjacent parcel develop. Frontage landscaping along Foothills Boulevard is complete. Ongoing obligation.
Section	3.8.11
Title	HP Way Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Pursuant to the Second Amendment, Landowner has or will grant to the City an

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	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 Immediate Construction of HP Way. Within ninety (90) days of approval of this Fourth Amendment, Landowner shall offer to the City an irrevocable offer of dedication (IOD) for the public rights of way for road and utility improvements within the Campus Oaks Property for HP Way, as shown on Exhibit C. Prior to issuance of the first (1st) permit for any grading, development or construction of any improvements or buildings within the Campus Oaks Property, other than a grading permit for roadway construction within the HP Way right of way, Landowner shall have obtained or caused to be dedicated an IOD to the City for all required rights of way and utility easements for the full road improvements of HP Way from Foothills Boulevard to Parcel 4. All improvements to be installed within HP Way shall comply with City's then current standards for public streets. Prior to the issuance of the 700th residential building permit, Landowner shall be responsible to design and commence construction of the necessary improvements to the HP Way/Foothills Boulevard intersection to include a third south bound through lane on Foothills Boulevard. The modifications shall include all utility relocations, landscape modifications, the installation of a westbound turn lane on Foothills Boulevard, RoW acquisitions, and all signal modifications as may be required. These intersection improvement costs shall be the full responsibility of the Landowner.
Department	Engineering Division
Status	Ongoing obligation
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 enter into a drainage maintenance agreement with the City to confirm Landowner's continued obligation to maintain such

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	private drainage system and to assign to the City a right of access necessary for the City to perform any and all required maintenance thereof, at Landowner's cost, in the event Landowner fails to adequately maintain such private drainage improvements. Nothing herein shall affect the rights and obligations between Landowner and the owner of Parcel 2 to cooperate with and share in the maintenance of such roadway storm drainage improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.8.12
Title	Local Road W Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Landowner may elect to maintain its existing perimeter roadway identified as Local Road E on Exhibit C from Foothills Boulevard located along the western and southern boundaries of the HP Property as a private roadway or may elect, at any time, to offer to dedicate to the City the right of way therefor for acceptance and operation as a public street. If Landowner elects or has elected to dedicate Local Road E or any portion thereof to the City, Landowner shall reconstruct the portion of such roadway to conform to the City's then current standards for public roadways prior to City's acceptance. BBC Roseville Oaks, LLC: Amendment #4 3.8.12 Other Roadways. As and when Landowner seeks to obtain grading or building permits for development of the Campus Oaks Property, Landowner shall construct the applicable portions of Painted Desert Drive, New Meadow Drive and/or Crimson Ridge Way located therein required to serve such development of the Campus Oaks Property, as reflected by the phasing map attached hereto as Exhibit B. All improvements to be installed within said roadways shall comply with City's then current standards for public streets.
Department	Engineering Division
Status	Ongoing obligation
Section	3.12
Title	Project EIR Mitigation Measures
Obligation	Hewlett Packard Company: LANDOWNER shall be bound by, and shall perform, all mitigation measures contained in the Project EIR which are adopted by CITY and which are identified in the mitigation monitoring plan as being a responsibility of LANDOWNER.
Department	Planning Division and Development and Operations Department
Status	Projects are being conditioned to comply with the EIR mitigation measures. HP created a 46-acre preserve area in the southwest portion of the site which is currently being monitored. Future mitigation plans should be submitted electronic format so that they can be entered into the City's Mitigation database. Ongoing obligation
Section	3.15
Title	Light Rail Funding Amendment #3 – Ord. #5533 – Deleted Section Amendment #4 – Ord. #5534 – Deleted Section

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Obligation	Hewlett Packard Company: LANDOWNER consents to and agrees that the Project shall participate in its fair share of a city wide funding mechanism for the extension and operation costs of light rail into the City of Roseville.
Department	Alternative Transportation
Status	Ongoing obligation - no fee ordinance has been adopted to fund light rail improvements.
Section	3.16
Title	Bike Trails
Obligation	Hewlett Packard Company: Upon written demand of CITY but no sooner than five (5) years from the date of this Agreement, Landowner shall grant and convey to CITY a fee simple interest in an area along the southern boundary of the Property for a Class 1 Bike Trail generally described in Exhibit "I" hereto (the "Bike Trail") with an exact legal description to be determined by mutual agreement, reserving therefrom such easement and other property interests which allow LANDOWNER to retain exclusive access to the Bike Trail from the Property as the LANDOWNER may require, as mutually agreed from time-to-time, for security purposes; provided, however, the Bike Trail shall be made generally available to the public on a regular basis during the daylight hours. CITY shall bear all costs for design, engineering and construction of the Bike Trail, which shall also include relocation of LANDOWNER's existing fence, and the existing footpath and bridge across Pleasant Grove Creek. Prior to making the grant and conveyance required hereby, LANDOWNER shall be provided with and shall approve the improvement plans for the bike Trail and aforementioned relocation, which approval shall not be unreasonably withheld. The improvement plans shall include, at a minimum, security gates located at the westernmost and easternmost points of the Bike Trail. Nothing herein shall be deemed to preclude LANDOWNER from constructing other fencing as it desires between the southernmost boundary of the Property and the northernmost boundary of the Bike Trail at its own cost.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation
Section	3.17
Title	Use of Recycled Water Amendment #1 – Ord. #3665 Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Landowner shall actively pursue the use of recycled water for the purpose of landscape irrigation for all new projects proposed within the property. The requirement to actively pursue the use of recycled water shall not itself obligate Landowner to use recycled water for such purposes. Landowner in its sole discretion shall determine whether the use of recycled water constitutes a sound business decision given all economic factors Landowner must consider in making said decision. In the event Landowner decides to use recycled water, City and Landowner agree that Landowner shall use recycled water for irrigation, and Landowner agrees to pay for the costs of connecting to and extending City recycled water lines as required to irrigate landscaping for new projects. All other recycled water uses as may be desired by Landowner shall be reviewed and approved by the Environmental Utilities Director. <u>3.17.1</u> Should Landowner decide to use recycled water: <u>3.17.1.A</u> City of Roseville shall be responsible for preparation and approval of a recycled

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	water engineering report on behalf of Landowner for submission to appropriate state agencies. Landowner shall cooperate with City to provide information necessary to prepare said report. Information shall consist of plans for use of recycled water, or other pertinent data developed by Landowner that will provide the information for said report. Landowner shall provide timely and complete information to allow the City to efficiently prepare said report. <u>3.17.1.B</u> In connection with the use of recycled water, Landowner shall also be responsible for obtaining any and all ancillary necessary permits prior to actual use of recycled water and for the payment of all City fees and charges related thereto. Ancillary permits may include, but not be limited to tree permits, environmental permits (e.g. 401, 404) and encroachment permits. A connection fee for recycled water is not required. 3.17.1.C Provided the foregoing requirements are satisfied, City shall make recycled water available to Landowner at user charges specified in the Roseville Municipal Code (RMC) in amounts reasonably required (based on mutual discussion and agreement) for the use(s) proposed therefore and shall charge Landowner the same rate or rates as charged to any other private user(s) of recycled water within the City. Currently, recycled waters charged at a price equal to fifty (50) percent of the charge for potable water. (See RMC 14.17.080.C.) <u>3.17.1.C</u> Provided a foregoing requirements are satisfied, City shall make recycled water available to Landowner at current charges specified in the Roseville Municipal Code. <u>3.17.2 Improvement Standards.</u> All recycled water improvements shall be designed and constructed pursuant to the City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check and inspection costs as incurred by City for review and inspection of such improvements. BBC Roseville Oaks, LLC: Amendment #4 <u>3.17 Recycled Water System Improvements.</u> Landowner shall use recycled water for the purpose of landscape irrigation for all parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses within the Campus Oaks Property. City and Landowner agree that Landowner shall use recycled water for irrigation, and Landowner agrees to pay for the costs of connecting to and extending City recycled water lines as required to irrigate landscaping for new projects. <u>3.17.1</u> To facilitate Landowner's use of recycled water: <u>3.17.1.A</u> Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the Campus Oaks Property. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the project until the Title 22 Recycled Water Engineering Report has received all required State approvals. <u>3.17.1.B</u> In connection with the use of recycled water, Landowner shall be responsible for obtaining any and all ancillary necessary permits prior to actual use of recycled water
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	and for the payment of any and all City fees and charges related thereto. 3.17.1.C Landowner shall, at its sole cost and expense, install the recycled water lines within the planned road rights of way as generally shown in Exhibit H attached hereto. Such installation shall include recycled water stubs to serve the median landscaping to be installed by Landowner within Blue Oaks and Woodcreek Oaks Boulevards. Any and all recycled water lines shall be constructed pursuant to City's then current Improvement Standards to permit acceptance thereof by the City upon completion thereof and shall be subject to City plan review, construction inspection and final approval. 3.17.1.D Landowner shall be required to add additional pumping capacity and ancillary equipment necessary to meet the increase peak demands of the project as identified in the Landowners Recycled Water System Master Plan. Landowner shall reimburse the City for the required upgrades to the pumping capacity at the North Zone and Dry Creek Wastewater Treatment Plant for actual costs of upgrades up to, but not exceeding \$300,000. 3.17.1.E Provided the foregoing requirements are satisfied, City shall make recycled water available to Landowner at user charges specified in the Roseville Municipal Code (RMC). 3.17.2 Improvement Standards. All recycled water improvements shall be designed and constructed pursuant to the City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check and inspection costs as incurred by City for review and inspection of such improvements.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.17.3
Title	HP Greenway Recycled Water Use and Oversizing Reimbursement Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Landowner acknowledges that recycled water will be used for irrigation of the park and landscape improvements to be located and maintained within the HP Greenway (HP-2). Landowner further acknowledges that, in connection with the development of the HP Greenway improvements, BBC Roseville Oaks will be obligated to install a recycled water stub to the HP Property, as generally shown on the map attached hereto as Exhibit D (the "Recycled Water Stub"). If Landowner elects to connect to the Recycled Water Stub to extend the use of recycled water to the HP Property, Landowner shall reimburse BBC Roseville Oaks for the Recycled Water Stub and any oversizing of recycled water lines related thereto consistent with the improvement cost reimbursement provisions of the Development Agreement; this reimbursement obligation will terminate from and after ten (10) years after the Effective Date of this Amendment. BBC Roseville Oaks, LLC: Amendment #4 3.17.3 Non-Exclusive Public Utility Easement. Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for

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	the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.17.4
Title	Non-Exclusive Public Utility Easement Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Where recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City hall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards. BBC Roseville Oaks, LLC: Amendment #4 3.17.4 Recycled Water Use Disclosure to Buyers. Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multi- family and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.17.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Any and all private commercial recycled water customers within the HP Property shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection. BBC Roseville Oaks, LLC: Amendment #4 All private commercial recycled water customers within the Campus Oaks Property shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.18
Title	Reimbursement by Landowner Amendment #2 – Ord. #5548
Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: Except as otherwise provided herein, each Amending Landowner shall be solely

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	responsible for the costs of all improvements located within the Parcel owned thereby; in particular, and without limitation thereof, Campus Oaks acknowledges that it shall be solely responsible for the costs of all road, improvements located within Parcel 4. Campus Oaks acknowledges that it shall be solely responsible and shall not be entitled to any reimbursement from any other Landowner for the cost of any improvements to HP Way that may be installed by Campus Oaks in connection with any development of Parcel 4. Hewlett-Packard acknowledges that it will remain obligated to maintain the portion of the existing private storm drainage improvements currently serving the existing roadway within the HP Way right of way to the extent such private drainage improvements are not replaced by public drainage improvements as part of the HP Way improvements. The costs of any shared sewer, storm drainage or other utility improvements that are designed and/or sized and/or used to benefit and serve more than one Landowner's Parcel (the owners of which shall be referred to as the "Benefitting Landowners") shall be shared between the Benefitting Landowners based on pro rata engineered estimated flows at build-out of the benefitted properties (not actual flows), as calculated by, and or approved by the City Engineer, allocable to the Benefitting Landowners' Parcels, or portion(s) thereof, to be served thereby. Reimbursable costs shall include costs associated with design, engineering, construction management, staking, plan check and inspection fees, and construction, all of which shall be reviewed and approved by the City. Reimbursement from a Benefitting Landowner to a constructing Landowner for its share of improvement costs allocable to the Benefitting Landowner's Parcel shall be made to the constructing Landowner, with written confirmation of such payment delivered to the City, at such time as the Benefitting Landowner, as applicable, would have otherwise been required to construct the applicable sewer, storm drainage or other utility improvements or would otherwise be necessary to support development of its applicable Parcel as required by this Agreement and directed by the City. With respect to such reimbursements, the constructing Landowner shall be entitled to receive interest on the amount to be reimbursed (the "base amount") at the time when the reimbursement is to be paid. Interest shall be the lesser of the following, as calculated by the City Engineer: (i) The difference between the estimated cost to construct the reimbursable improvements at the time of reimbursement (as estimated by the City Engineer) and the base amount; and (ii) The base amount adjusted by the inflation-rate for construction costs based upon the Engineering News Record, Construction Cost Index (CCI) for the United States, 20 City Average, averaged with the San Francisco CCI. Should such index no longer exist, the City Engineer shall choose a similar index which in his/her opinion fairly estimates the inflation factor applicable to construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.19
Title	Phases of Development Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 The Phases of Development of the Campus Oaks Property identified on the Map of the

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	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	As partial consideration for this Agreement, and to ensure that the Project will benefit the current and future residents of Roseville, Landowner shall pay a Public Benefit Fee at the time of obtaining each residential building permit for the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$1,280. The Public Benefit Fee for each high density residential unit shall be \$845. BBC Roseville Oaks, LLC: Amendment #4 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.

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	Notwithstanding anything to the contrary above in this Section 3.20.2, the City agrees that development of Parcels 22 and 23 in accordance with the terms of this Agreement, including the affordable housing provisions of Section 2.5.2 above, shall be exempt from the payment of this Public Benefit Fee.
Department	Building Division
Status	Ongoing obligation
Section	3.20.4
Title	Signage for Future Public Facilities Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Landowner shall provide, install and maintain signage at the following public facility sites to alert residents of future facilities: park sites (parcels CO-61, CO-62, and CO-64), fire station (parcel CO-75), and bike trails where they will abut residential property, per City specifications and applicable sign permits.
Department	Planning Division
Status	Ongoing obligation
Section	3.20.5
Title	Signage for Future Tech/Business Park Development Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Prior to development of Parcel CO-52, Landowner shall provide, install and maintain signage at Parcel CO-52 to alert residents of future development of tech/business park uses planned for Parcel CO-52 facing the residential parcels across HP Way pursuant to the applicable sign permit therefor.
Department	Planning Division
Status	Ongoing obligation
Section	3.20.6
Title	Construction Waste Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Landowner shall comply with construction waste requirements set forth in the CA Green Building Code and The City's Construction & Demolition Recycling Ordinance, Chapter 9.17.000. All construction debris shall be delivered to the Placer County Western Regional Materials Recovery Facility. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.20.7
Title	Weed Abatement on P/QP Parcels Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Prior to acceptance by the City of any P/QP parcel, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards.
Department	Parks Department

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Status	Ongoing obligation
Section	3.21
Title	School Fee Agreements Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Landowner has entered or will enter into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District (collectively, the “Districts”), prior to any subdivision map approval or issuance of any building permit, to mitigate the impacts of development of the Campus Oaks Property on said Districts. Such agreements outline the timing and amount of development impact fees payable by development of the Campus Oaks Property to mitigate such impacts. With the execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Campus Oaks Property and issue any building permits for development thereof consistent with the Entitlements. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Planning Division
Status	Ongoing Obligation
Section	3.25
Title	Fire Station Site Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Landowner shall reserve for transfer to the City an approximately 2.15 acre site (Parcel CO-75), for use as a fire station at the location shown in the Campus Oaks Master Plan and as shown in Exhibit J attached hereto. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.15 acres. Site frontage improvements and site preparation as described below are to be completed by Landowner prior to City acceptance of Landowner’s conveyance of the site and funded from the Infrastructure CFD bond proceeds. At Landowner’s expense, site grading, frontage improvements including roadways, curb and gutter, sidewalks and utility services (including water, sewer, gas, electric, voice/data communication, fire systems and other such utility services) shall be completed prior to transfer of the site to the City consistent with the City’s Grading Ordinance. If retaining walls are required, the retaining wall shall be a split faced. Prior to recordation of the first small lot residential subdivision map or issuance of first building permit, Landowner shall also fund from the Infrastructure CFD the City’s cost, not to exceed \$10,000, a propagation study to determine if a public safety radio tower will be needed on the site when the station is in operation.
Department	Fire Department
Status	Ongoing obligation
Section	3.26
Title	Disclosures to Subsequent Purchasers Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 This Agreement shall constitute notice to all successors to Landowner hereunder, and

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	to all subsequent purchasers of any lots and/or residential units within the Campus Oaks Property, of the following matters: 1. Designation of Blue Oaks Boulevard as a truck route. 2. The existence of this Development Agreement on the Campus Oaks Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan attached hereto as Exhibit M, which may include such measures as Smart Timers. 6. Proximity of PG&E utility easement for high-pressure natural gas line along the eastern boundary of the Campus Oaks Property. 7. Requirement for fifty percent (50%) reduction in construction waste stream. 8. Location of schools and parks within one mile. 9. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 10. Location of well site. 11. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 12. Masonry walls, within the City right-of-way will be owned by the City, which is responsible for their maintenance, repair and replacement. 13. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City-maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 14. Designation of Blue Oaks Boulevard, Woodcreek Oaks Boulevard, HP Way, Painted Desert Drive and Crimson Ridge Way as potential fixed-route transit routes, including a map of the planned transit stops and park and ride within the Campus Oaks Property. If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval.
Department	City Attorney

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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 - to be 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 - to be conditioned on DRP entitlement.
Section	3.30
Title	Master Plan Funding Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Landowner shall pay their fair share on a City-wide basis of the Long Range Master Transit Plan (LRMTP), the Short Range Transit Plan, and Bicycle Master Plan. The fair share payment for each shall be paid to the City prior to recordation of the large lot final map. Total City-wide fair share costs for all plans shall not exceed \$3,500."
Department	Alternative Transportation Department and Building Division
Status	Pending obligation
Section	5.2
Title	Annual Review
Obligation	CITY shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by LANDOWNER with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the

North Industrial Specific Plan – Hewlett Packard Master Plan Development Agreement Implementation Matrix

	monitoring of mitigation in accordance with Section 21081.6 of the Public Ordinance Code of the State of California. Nothing in this Section 5.2 with respect to the concurrent review of compliance under this Agreement shall be deemed to create a duty or responsibility of CITY or LANDOWNER or define an event of default that but for such concurrent review would not have been so created or defined. Notice of such annual review shall include the statement that any review of obligations of LANDOWNER as set forth in this Agreement may result in amendment or termination of this Agreement. A finding by CITY of good faith compliance by LANDOWNER with the terms of the Agreement shall be conclusive with respect to the performance of LANDOWNER during the period preceding the review. Upon not less than thirty (30) days written notice by the Development Services Director of CITY, LANDOWNER shall provide such information as may be reasonably requested and deemed to be required by the Planning Director in order to ascertain compliance with this Agreement. The costs incurred by CITY for the annual review conducted by CITY pursuant to this Section 5.2 shall be borne by LANDOWNER. In the same manner prescribed in Section 11, CITY shall deposit in the mail to LANDOWNER a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. LANDOWNER shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or if the matter is referred to the Planning Commission before said Commission. If CITY takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor or amendment thereto, LANDOWNER shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Performed Annually

**North Industrial Specific Plan – Hewlett Packard Master Plan
Development Agreement Implementation Matrix**

Owner information
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX

Owner information
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX

**North Industrial Specific Plan – Longmeadow Property
Development Agreement Implementation Matrix**

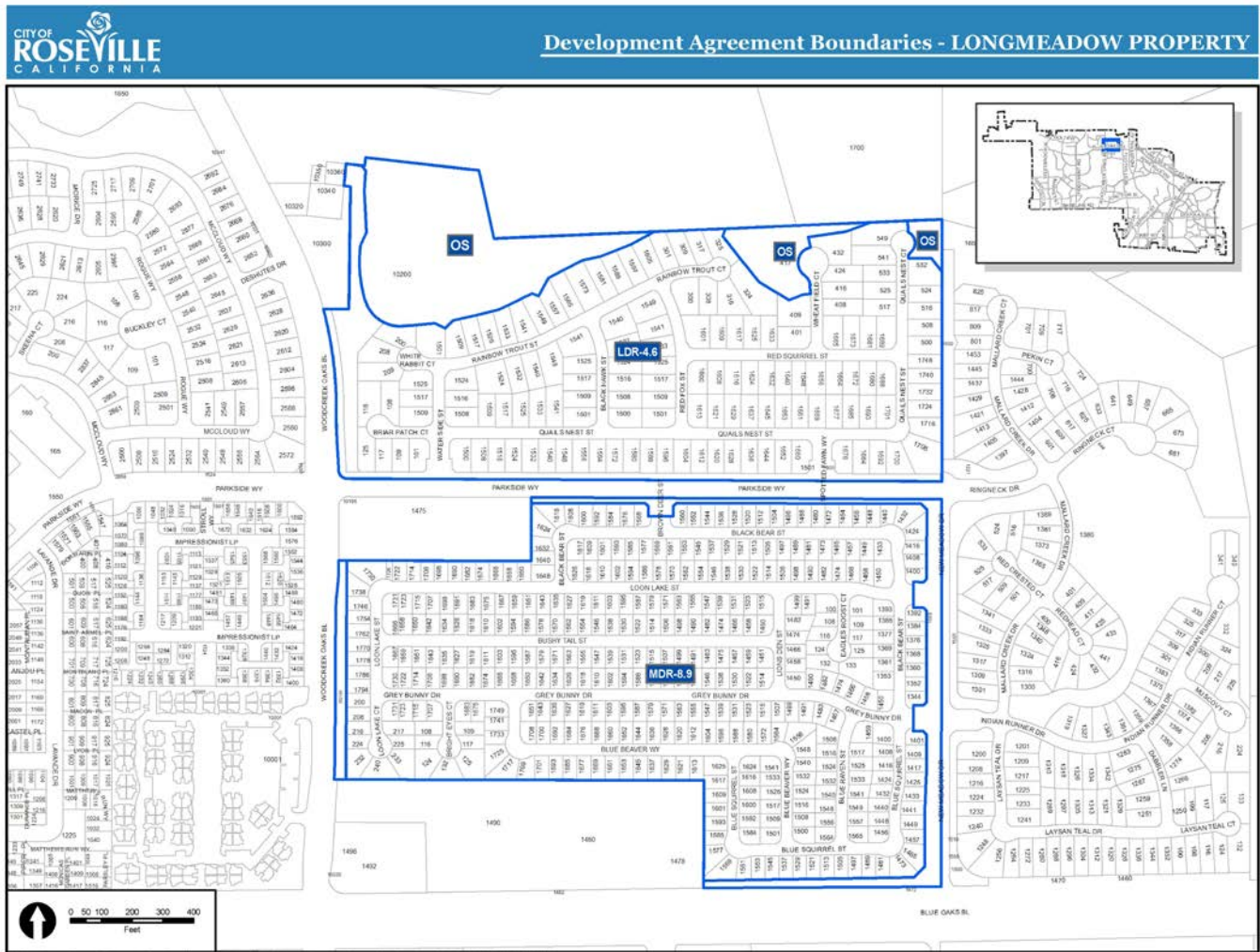
Owner Name: Mourier Investments, LLC
1430 Blue Oaks Bl., Ste 190
Roseville, CA 95747

Current Agreement: Development Agreement by and between the City of Roseville, John Mourier Construction, Inc. and Roseville Technology Park Associates, LLC Relative to the Longmeadow Property.

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

North Industrial Specific Plan – Longmeadow Property Development Agreement Implementation Matrix

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



**North Industrial Specific Plan – Longmeadow Property
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	2.1 & 2.2
Title	Permitted Uses/Vested Entitlements
Obligation	SFD 144 du = 32.9 ac SFD-MDR 328 du = 38.4 ac w/sch. SFD-MDR 400 du = 45.8 ac w/o sch. BP = 10 ac. Park = 3.0 ac Open Space = 8.1 ac Total = 99.8 acres
Department	Planning Division
Status	Obligation complete
Section	2.5.1
Title	Processing Fees and Charges
Obligation	Landowner and Longmeadow shall pay those fees that apply to the processing, inspection, and plan-checking as required by the City.
Department	Building Division
Status	Building Complete
Section	2.5.2
Title	Public Financing limited to specific funding mechanisms and fees
Obligation	The Landowner shall participate in a community facilities district to fund the acquisition and construction of specific facilities and maintenance of those improvements
Department	Finance Department
Status	CFD #1 (bond district) has been formed. CFD #2 for services has also been formed. Obligation Complete.
Section	2.6
Title	Affordable Housing
Obligation	Landowner shall develop or cause 10% of the total residential units to be developed as affordable housing (4%affordable to low income, 4% to very low income and 2% to middle income). Goal 22 SFD = low income purchase 10 MDR = middle income purchase
Department	Community Services Department Track affordable units in development.
Status	City entered into Affordable Purchase Housing Development Agreement 03/02/2005, recorded 03/14/2005 (Doc #2005-0030021). Obligation Complete.
Section	2.6.2
Title	School Site Reservation
Obligation	Landowner has made provision for a possible elementary school site within the Property. Landowners shall work with the Roseville City School District on demand.
Department	Engineering Division
Status	3/30/2007 – Roseville City School District has determined that the school site was not required. Therefore the property shall be included with the residential development. Obligation Complete.
Section	2.6.2
Title	In-Lieu Affordable Housing
Obligation	Landowner shall make provisions for affordable obligation as follows: \$2,022 per unit per all 544 units.
Department	Housing Department - Track affordable units in development.
Status	Project Built out and completed

**North Industrial Specific Plan – Longmeadow Property
Development Agreement Implementation Matrix**

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

**North Industrial Specific Plan – Longmeadow Property
Development Agreement Implementation Matrix**

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

**North Industrial Specific Plan – Longmeadow Property
Development Agreement Implementation Matrix**

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

**North Industrial Specific Plan – Longmeadow Property
Development Agreement Implementation Matrix**

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

**North Industrial Specific Plan – Longmeadow Property
Development Agreement Implementation Matrix**

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

**North Industrial Specific Plan – Longmeadow Property
Development Agreement Implementation Matrix**

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

**North Industrial Specific Plan – Longmeadow Property
Development Agreement Implementation Matrix**

	4. Maintain Pedestrian connections to park, medians and landscape corridors 5. Maintain bikeway connections to bike trail in Woodcreek East, 6. Maintain neighborhood entry features and subdivision entry signs and lighting, 7. Maintain water quality structural controls and drainage swales associated with storm drain outfalls, 8. Maintain open space areas, signage maintenance and trash and debris collection.
Department	Building Division BP's shall not be issued until Services District is formed.
Status	Building Complete
Section	5.2
Title	Annual Review
Obligation	City shall review the extent of good faith substantial compliance by Landowner and Longmeadow with the terms of this agreement.
Department	Development Services
Status	Obligation complete – annual review completed.

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

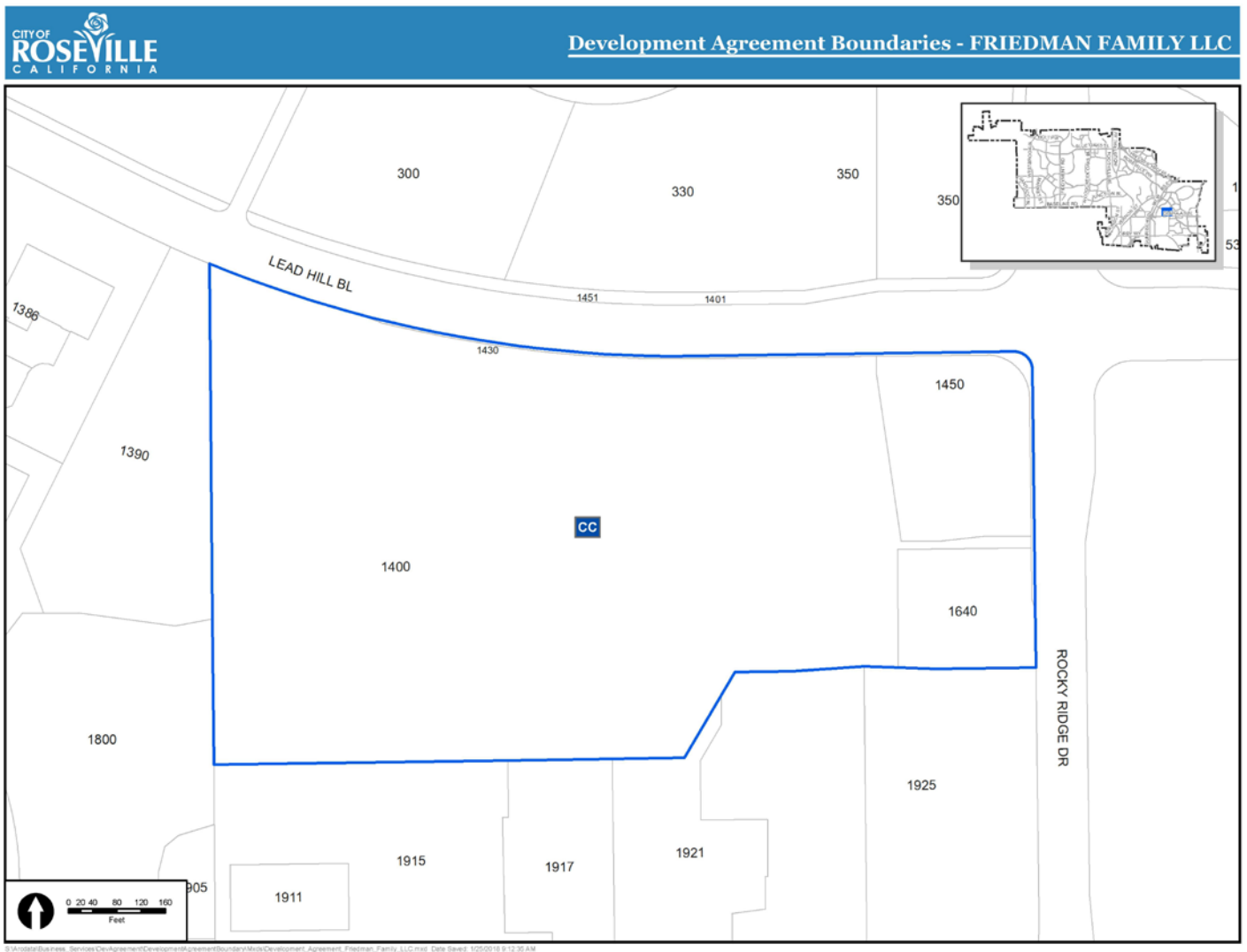
Owner Name: Wal-Mart Stores, Inc.
1301 SE 10 Street
Store #3587-00
Bentonville, AR 72716

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

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

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

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



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

Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	3.2
Title	Off-Site Utilities & Improvements
Obligation	City acknowledges that all off-site utilities, road improvements and applicable PUE necessary to serve the Property are installed. Landowner not obligated to provide off-site utility or road improvements in connection with development of the Property.
Department	N/A
Status	Obligation Complete
Section	3.2.1
Title	Power Purchase Agreement
Obligation	Landowner shall purchase electric power for all non- residential uses within the Property from Roseville Electric for a minimum 5 years.
Department	Electric Monitor service provider, Building & Electric Track final occupancy of first permanent structure.
Status	Obligation complete
Section	3.3
Title	Transportation and TSM
Obligation	Landowner shall comply with the City Transportation Systems Management Ordinance. Condition DRP or MPP, approve TSM plan
Department	Transportation Department
Status	TSM for Parcel A and B (Wal-Mart building and Gas Station) approved by City Council October 15, 2002. Obligation Complete.
Section	3.6
Title	No Additional Off-Site Dedications or Basements
Obligation	Landowner shall not be obligated to dedicate any off-site ROW or grant any off-site PUE.
Department	Environmental Utilities Department
Status	Obligation Complete
Section	3.7
Title	Landscape Setbacks
Obligation	Roadways adjacent to the property, landowner shall establish landscape setbacks provided by the NE Roseville SP. Maintenance of landscaping installed within the setback shall be the responsibility of the Landowner
Department	Planning & Engineering Division
Status	Obligation complete
Section	3.8
Title	Timing of Sidewalks, Landscaping and Bus Shelter
Obligation	Landowner shall install sidewalks, landscaping and bus shelter along Rocky Ridge Drive concurrent with the construction of building(s) on the Property, and may be phased at the discretion of the City, per DA requirements. Landowner may enter into Deferred Improvement Agreement for such improvements, per City approval.
Department	Planning Division
Status	Sidewalks and bus shelter required as part of approvals for Wal-Mart (DRP 01-56). Construction of sidewalks and landscaping is complete. Bus Shelter constructed. Obligation complete.

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

Development Agreement Obligations <u>Not Complete</u> as of December 2017	
Section	2.4.1 & 2.4.2
Title	Processing Fees, Taxes and Assessments
Obligation	Landowner shall pay those processing, inspection and plan check fees per City requirements for permit approvals and monitoring compliances. Landowner shall pay those impact development fees adopted by the City as of the Effective date of this agreement and adopted in the City in accordance with State law
Department	Building Division
Status	Fees being collected as projects are processed. A couple of lots remain to be developed.
Section	3.1
Title	Development, Connection & Mitigation Fees and Financing
Obligation	Landowner shall: 1. Have no Park Fee 2. Establish no additional CFD 3. Establish a Landscape & Lighting District (maintenance of landscaping, entry feature, entry signage, and sculpture park, street lights) 4. Pay Fair Share of School Fees 5. Pay Fire Service Construction Tax per RMC 4.46 6. Pay future Light Rail Funding 7. Pay County-wide Facilities Fee
Department	Building Division
Status	Fees being collected as projects are processed. A couple of lots remain to be developed.
Section	3.2.2
Title	Water Softeners
Obligation	No water softeners allowed except those approved by EU Director. Landowners shall include prohibition of water softeners in the property CC&R's if CC&R's are recorded
Department	Environmental Utilities Condition the DRP or MPP. Attorney Insure inclusion in CC&R's
Status	Provision not yet applicable. Environmental Utilities will condition DRP or MPP. Prior to finaling SUBD maps Eng./Atty's will review CC&R's to ensure inclusion into CC&R's
Section	3.3
Title	Transportation and TSM
Obligation	Landowner shall comply with the City's transportation systems management ordinance.
Department	Transportation Division
Status	Ongoing Obligation
Section	3.4
Title	Environmental Document Mitigation Measures
Obligation	Landowner shall perform all mitigation measures contained in the Plan Negative Declaration which are identified as responsibility of Landowner.
Department	Engineering and Planning Condition development projects.
Status	The Planning Department required compliance with environmental mitigation measures per (DRP 01-56 — Wal-Mart). Parcel A (Wal-Mart building) has complied with identified mitigation prior to issuance of

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

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

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

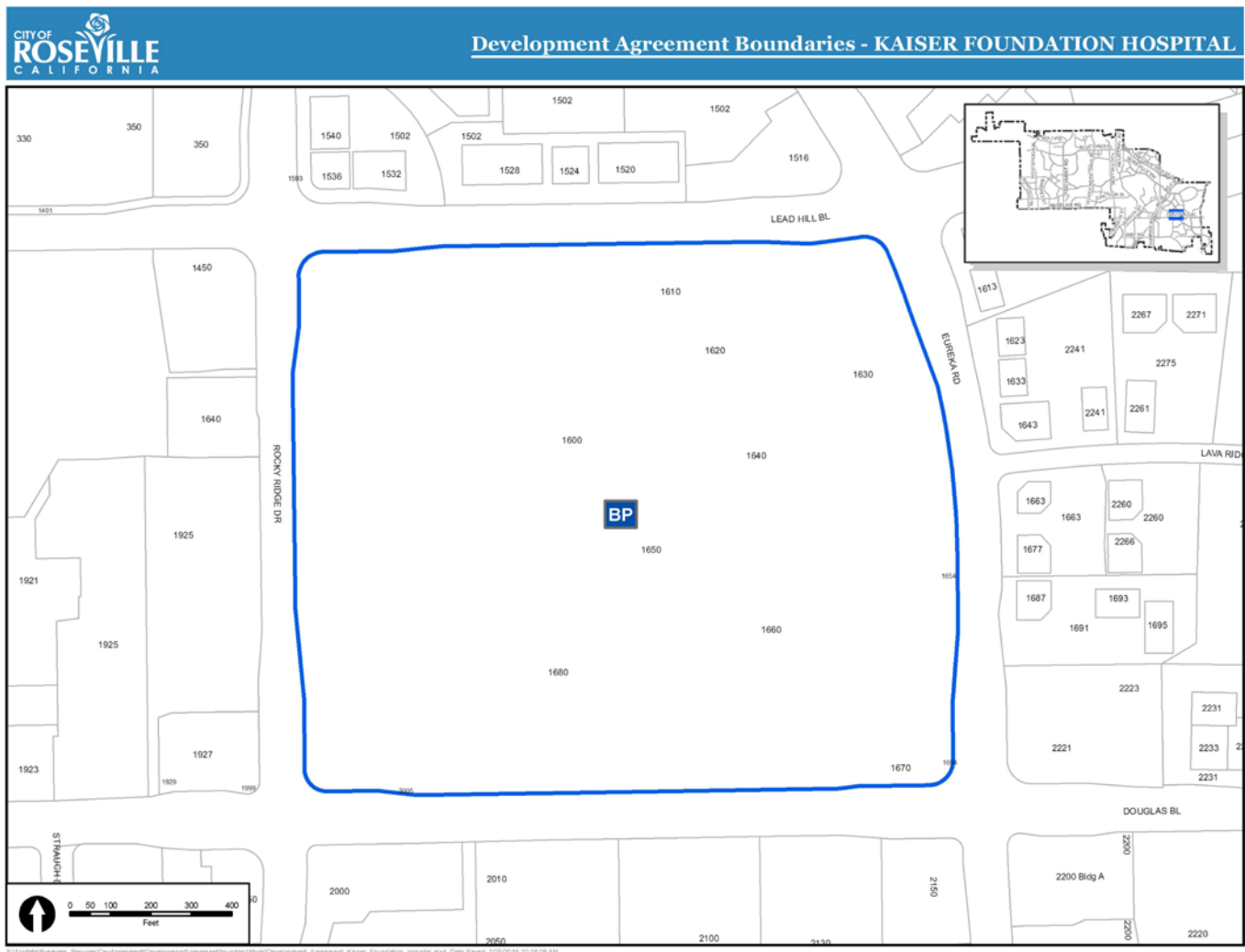
Owner Name: Kaiser Foundation Hospitals
1 Kaiser Plaza
Oakland, CA 94612

Current Agreement: Development Agreement by and between the City of Roseville and Kaiser Foundation Hospital Relative to Kaiser Roseville Medical Center.

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

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

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



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

Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	2.5.1
Title	Processing Fees and Charges
Obligation	Landowner shall pay those fees that apply to the processing, inspection, and plan-checking as required by the City. All fees and charges are to be paid as scheduled
Department	Engineering and Building Divisions
Status	Building Complete – obligation complete.
Section	2.5.2
Title	Exclusion of Facilities Subject to OSHPD Review
Obligation	Landowner shall not be required to pay processing, inspection and plan check fees and charges with respect to any portion of the Hospital or other facilities subject to OSHPD. Landowner shall pay any connection or impact fees. All fees and charges are to be paid as identified
Department	CDD/Building: Collect fees
Status	Building Complete – obligation complete.
Section	3.1
Title	Development, Connection & Mitigation Fees and Financing
Obligation	Landowner shall pay all required payments of development, connection or mitigation fees effective at the time and in the amount specified by then applicable City ordinance, in effect at that time.
Department	Building - Collect fees
Status	Building Complete – obligation complete.
Section	3.2
Title	School Fee Agreements
Obligation	Landowner shall enter into agreements with Rsvl School District and Rsvl Joint Union High School. Prior to approval of IMP Plans ensure that agreements have been entered into.
Department	City Attorney - Ensure school fee agreements are recorded. Building - Verify School fees have been paid prior to approval of IMP Plans.
Status	Building Complete – obligation complete.
Section	3.3.2 & 3.3.3
Title	On and Off-Site Utilities & Improvements
Obligation	Landowner agrees to construct or finance the construction of on-site and off-site electrical distribution facilities, as directed by the Electric Director, required to provide electric service to the property. As shown on Exhibit B-1. Landowner not obligated to provide off-site utility or road improvements in connection with development of the Property.
Department	NA
Status	Notice Provision
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.

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

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
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.

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

	Upon approval of IMP Landowner shall dedicate the right-of-ways within the property required to make the improvements.
Department	Engineering - Review improvement plans and ensure that permits are secured
Status	Improvements complete. Obligation Complete.
Section	3.7.5
Title	No Traffic Signals
Obligation	Landowner shall have no obligation to install traffic signals within or adjacent to the Property, except through payment of the Traffic Mitigation Fee. Fee collected at the time of development pursuant to existing City Ordinances.
Department	Building - Collect Traffic Mitigation Fee.
Status	Building Complete – Obligation complete.
Section	3.7.7
Title	Park and Ride Lot
Obligation	Prior to the Issuance of the 1 st BP, Landowner shall pay \$67,000 to be used by the City to construct 50 Park and Ride lot spaces, including irrigation and landscaping at the Maidu Park Facility. Landowner shall pay within 12 months of Effective Date of this Agreement. Pay fee by July 8, 2005.
Department	CDD/Transit/Building - Monitor and collect fee.
Status	Obligation completed.
Section	3.7.8
Title	Dial A Ride Capital Costs (Buses)
Obligation	Landowner shall pay \$15,000 to be used by the City to purchase additional buses for dial a ride services. Landowner shall pay within 12 months of Effective Date of this Agreement. Pay fee by July 8, 2005.
Department	CDD/Transit/Building - Monitor and collect fee.
Status	Obligation completed.
Section	3.7.9
Title	Dial A Ride Services Fee
Obligation	Landowner's fair share contribution for dial a ride shall be \$362,528. Landowner shall pay within 12 months of Effective Date of this Agreement. Pay fee by July 8, 2005.
Department	CDD/Transit/Building - Monitor and collect fee.
Status	Obligation completed.
Section	3.7.11
Title	Visitor Placement Services
Obligation	Landowner shall establish and maintain a visitor placement services program for visiting staff members and family members of patients. Kaiser is encouraged to work with local lodging facilities to obtain corporate rates.
Department	NA
Status	Notice Provision
Section	3.8.1
Title	Fire Tax
Obligation	Developer/landowner shall pay the Fire Service Construction Tax as set forth in chapter 4.46 of the Roseville Municipal Code. In the event the tax is not extended by the City, the Developer/ landowner is obligated to continue to pay the Fire Construction Tax through Project buildout.
Department	Building - Collect established fire tax fee upon issuance of BP.
Status	Building Complete – obligation complete
Section	3.8.3
Title	Traffic Signal Coordination Fee

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

Obligation	Landowner shall pay a fair share contribution for traffic signal coordination of \$1,714,294. Landowner shall pay within 12 months of Effective Date of this Agreement. Pay fee by July 8, 2005.
Department	CDD/Transit/Building - Monitor and collect fee.
Status	Fee paid. Obligation complete.
Section	3.8.6
Title	Air Quality Mitigation Fee
Obligation	In-Lieu of Payment of on-site mitigation program, landowner shall contribute \$56,000 to City to off-set long term operational ozone emissions. Pay fee by July 8, 2005.
Department	CDD/Planning/Building - Monitor and collect fee.
Status	Building Complete – obligation complete.
Section	3.10
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	All property conveyed in fee to the City shall be free of Liens, encumbrances, covenants, conditions, restrictions, special taxes and hazardous materials. Prior to acceptance of IOD or conveyance of property to the City.
Department	Economic Development - Implement conveyance procedure/ensure no restrictions.
Status	Obligation Complete
Section	3.11
Title	EIR Mitigation Measures
Obligation	Landowner shall perform all mitigation measures contained in the Plan EIR which are identified as responsibility of Landowner. DRP/IMP-Condition development projects to conform to EIR mitigation.
Department	Engineering, Planning and Economic Development: Condition/review development projects.
Status	Obligation Complete

Development Agreement Obligations Not Complete as of December 2017

Section	2.2
Title	Permitted Uses/Vested Entitlements
Obligation	Permitted Uses: Medical Campus = 52 acres
Department	Planning: Implement Land Use
Status	Ongoing obligation
Section	3.5.3
Title	Adequacy of Fire Flows
Obligation	An on-site fire pump shall be constructed and maintained to meet the City's standards for adequate fire flows.
Department	Environmental Utilities/Fire - Review improvement plans for fire pump.
Status	Per Title 24 – ongoing obligation
Section	3.5.7
Title	Water Softeners
Obligation	No additional water softeners shall be used within the Property. CC&R's, if recorded, shall include this prohibition. IMP Condition the IMP Plans to require CC&R's to be reviewed and approved.
Department	Environmental Utilities - Condition the IMP Plans Attorney - Insure inclusion in CC&R's

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

Status	Improvement Plans conditioned. Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.7.3
Title	Traffic Mitigation Fees
Obligation	Landowner shall be entitled to credits against the TMF fees in the amount equal to 24% of the per-unit credit and off-set granted to projects prior to DA.
Department	Engineering/Building - Identify and collect fees prior to approval of IMP Plans.
Status	Fees collected concurrent with building permits and reflect the adjusted credit amount. Ongoing obligation
Section	3.7.4
Title	Landscape Setbacks
Obligation	Landowner shall establish landscape setbacks measured from the back of curb, except along intersections, bus turnouts, turn lanes, etc. which may encroach into the landscape setback per the Northeast Roseville Area Design Guidelines. SRP/IMP-Review landscape setbacks with SRP/IMP plans to insure the appropriate setback is provided.
Department	Planning - Review & Condition DRP/IMP maps
Status	DRPs conditioned when submitted.
Section	3.7.6
Title	Light Rail Funding
Obligation	Developer/landowner agrees to participate in fair share of citywide funding mechanism for the extension and operation of Light rail or Capital corridor heavy rail line into the City of Roseville.
Department	Alternative Transportation - Develop funding mechanisms and adopt ordinances to collect funding
Status	Funding mechanism has not been adopted. Ongoing obligation
Section	3.8.2
Title	County-Wide Facilities Fee
Obligation	Landowner shall pay the Placer County Capital Facilities fee being assessed by the city. If the fee is suspended for any reason developer/landowner shall pay the previous assess fee by the City.
Department	Building - Collect established Placer County Capital Facilities fee upon issuance of BP.
Status	Fee collected concurrent with building permits. Ongoing obligation.
Section	3.8.5
Title	On-Site Placement of Radio/Data Transmission Equipment
Obligation	Landowner agrees to allow the placement, on property, of one antenna and associated equipment, consisting of two nineteen inch racks, at no rental costs to City. Equipment shall be placed in a location mutually agreed upon to the City and Landowner.
Department	IT/Fire - Identify and Locate Antenna.
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall review the extent of good faith substantial compliance by Landowner and Longmeadow with the terms of this agreement.
Department	Development Services
Status	Annual Review

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

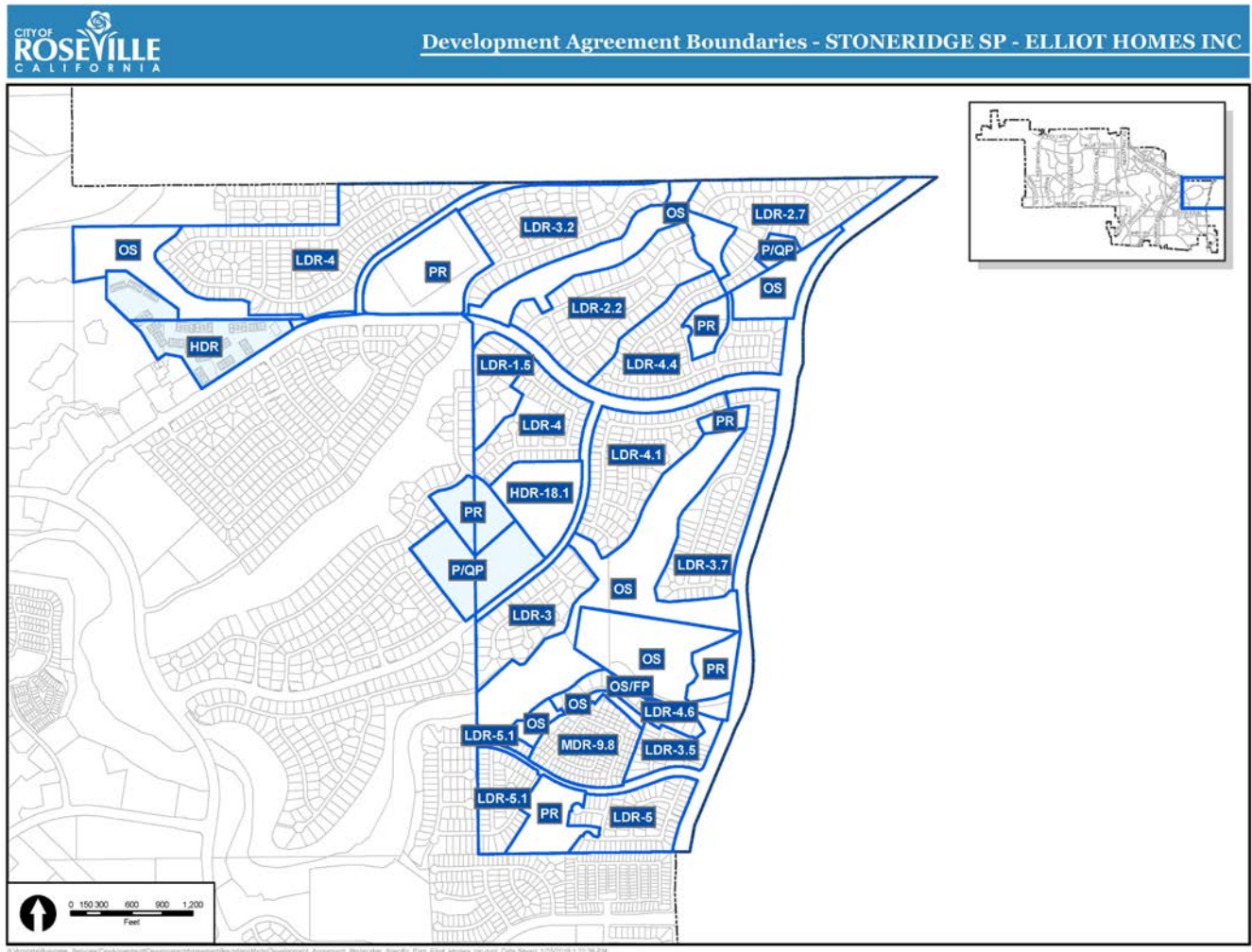
Owner Name: Elliott Homes, Inc.
340 Palladio Pkwy, Ste 521
Folsom, CA 95630

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

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

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

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



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

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

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

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

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

	terminates. As we have no indication that the Stone Ridge developers neither entered a RA, we haven't heard from them since, and the agreement if entered would have already expired, I would conclude that the City's obligation to collect the money has been exhausted and we can deem this obligation complete.
Section	3.8.2
Title	Dedications for road improvements
Obligation	Landowners to dedicate right-of-way for road improvements.
Department	Engineering Condition
Status	Obligation Complete
Section	3.8.5
Title	Landscape Setbacks
Obligation	Landowner shall establish landscape setbacks consistent with Plan setbacks to be measured from the back of curb, except along intersections, but turnouts, turn lanes, etc. which may encroach into the landscape setback
Department	Planning Condition SUBD/DRP.
Status	Obligation Complete
Section	3.8.6
Title	Bike Trails
Obligation	Landowners to install sewer maintenance roads to also serve as bike trails
Department	Engineering, Planning Check plans for design compliance. Environmental Utilities and Parks and Recreation Department Review and approve construction documents and project acceptance.
Status	Miners Ravine bike trail complete. False Ravine bike trail is complete. Bike Trail Easement dedicated on February 22, 2008 (APN: 455-010-022, -047, -048) (Doc.# 2008-0013315-00) Obligation complete
Section	3.8.11
Title	Light Rail Funding
Obligation	Landowner shall participate in fair share City-wide funding mechanism for the extension and operation costs of light rail into City.
Department	Transportation: Develop a funding mechanism and adopt an ordinance to collect it.
Status	Obligation Complete – no plans for light rail
Section	3.9
Title	Phased Improvements Amendment #2 – Ord. #3561 Amendment #4 – Ord. #4341
Obligation	Plan area is divided into 4 phases, the second phase of which is divided into 2 sub-phases. Refer to 3.9 for each phasing obligations (Page 29). 2nd amendment: section 3.9.2B (Phase 2A sewer) – move sewer improvements from phase 3 to phase 2A 4th amendment: Section 3.9.5.E (Phase 4 Bike Trails) – parcels 60 & 61 acquired by the PCFCD. The entitled reimbursement of the bike trail from the neighborhood park fees will be provided to who built out the trail.
Department	Engineering Division

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

Status	Obligation Complete
Section	3.10.3
Title	Wildland Fire Plan
Obligation	Landowner shall prepare a wildland fire plan.
Department	Fire Department - Fire to review and approve wildland fire plan prior to TM approval.
Status	Wildland Fire Plan has been implemented. Obligation Complete.
Section	3.16
Title	Additional dedications and easements
Obligation	Landowner shall provide dedications and easements needed to develop property as well as those dedications and easements needed by other property owners in plan area to develop their property.
Department	Engineering, Parks, Environmental Utilities, Electric Condition DRP's and Subdivisions
Status	Easements and dedications were granted as part of the LLM final map process, which recorded on 9/27/00 (Res. 00-407). Credit for TMF fees in the amount of \$1,782 have been applied to parcels north of Miners Ravine. Obligation Complete
Section	3.17.1
Title	Service Districts Amendment #4 – Ord. #4341
Obligation	Landowner consents to and shall cooperate in forming a Mello-Roos Community Facilities District prior to the issuance of the first building permit within the planning area. 4th amendment: Section 3.17.3.C (Service Districts obligations) – Landowner acknowledges that Lot H of Parcel 53 designated as open space will be maintained by the Service Districts as part of the open space areas within the plan area and that Lot C of parcel 53 designated as private open space will be maintained by Landowner to parcel 54, including any HOA that may be formed by landowner to parcel 54.
Department	Finance
Status	Obligation complete-Stoneridge CFD No. 1 formed
Section	4.2.2
Title	Reimbursement by City Amendment #2 – Ord. #3561
Obligation	Landowner entitled to reimbursement for improvements to Roseville Parkway; bike trails; and from TMF fees. 2nd Amendment: Landowner required a portion of the neighborhood park fees to pay for bike trail improvements.
Department	Engineering, Parks and Recreation Department - Review reimbursement requests and forward to Finance. Finance - provide reimbursements
Status	Reimbursements to be provided on a quarterly basis for improvements to Roseville Parkway. Obligation Complete. Bike Trail reimbursements given upon COC.

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

Development Agreement Obligations <u>Not Complete</u> as of December 2017	
Section	2.2
Title	Vested Entitlements Amendment #1 – Ord. #3344 Amendment #2 – Ord. #3561 Amendment #4 – Ord. #4341
Obligation	SF, Low Density Residential: 1199 units on 317.7 acres MF Residential: 230 units on 11.5 acres SF, Low Density Residential: 1059 Units on 301.6 acres SF, Low Density Residential: 1059 Units on 300.4 acres SF, Small Lot, Low Density Residential : 1071 units on 297.7 acres SF, Medium Density Residential: 140 Units on 14.9 acres SF, Medium Density Residential: 149 Units on 14.6 acres MF Residential: 230 Units on 12.7 acres BP: 8.7 acres P/QP: 9.75 acres Park: 22.6 acres Park: 23.9 acres Open Space: 87.7 acres Open Space: 88.9 acres Open Space: 90.9 acres
Department	Planning Division
Status	Ongoing Obligation
Section	2.6.1
Title	Affordable Housing Amendment #1 – Ord. #3344
Obligation	Landowner shall develop 14 units affordable to low income purchasers on Parcels 22 and 46 (7 units each); and 71 units affordable to middle income purchasers on Parcels 22, 46 and 47 (30, 24, 17 units respectively). Lot 54 shall provide 69 units affordable to middle income purchasers.
Department	Housing Department - Add AHDA as Conditions of Approval to SUBD. Execute affordable housing development agreements and ensure consistency with section 2.6 through 2.6.1.D
Status	Community Services staff will enforce the affordable purchase housing obligations as development occurs. I believe that the affordable parcels have changed from what was previously noted above. Below is what has been recorded and matches the current SRSP on the web: City entered into APHDA on 9/2/04 for units located on parcels 16 and 17 (Vista Oaks) City entered into APHA 8/17/16 for units located on parcel 54 (Veranda by Elliott) City entered into ARHDA in 2000 for units located on parcel 21 (Silver Ridge) City entered into ARHDA in 2002 & APHDA in 2004 for units located on parcel 23 (The Phoenixians) Ongoing obligation
Section	2.6.1.D
Title	Transfer/Satisfaction of Affordable Obligation (see section 2.6.2.A) Amended #1 - Ord. #3344
Obligation	Landowner's obligation to provide affordable purchase housing may be transferred to another parcel but such transfer shall be memorialized.
Department	Housing Department - Review request and execute an instrument memorializing agreement.
Status	Provision not yet applicable. The landowner has not requested a transfer of affordable

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

	units. Ongoing Obligation
Section	2.6.1.E
Title	Facilities District Allocation to affordable purchase Parcels
Obligation	Special tax allocation to affordable purchase units within Parcels 22, 46 and 47 not to exceed 50% of allocation to balance of units on parcel.
Department	Finance - Ensure Services District allocation is consistent with Section 2.6.2.C. Housing Department - Maintain list of affordable units on May 1 of each year and forward copy to Finance.
Status	Service District has been established. No affordable units constructed at this time – 3 out of the 4 parcels have completed their affordable units. Parcel 54 is under construction. Ongoing Obligation
Section	2.6.2
Title	Multi-Family Affordable Rental Units
Obligation	Landowner shall provide 58 units for very low and low income renters on Parcel 40.
Department	Housing Department - add ARHDA as condition of Approval to DRP. Execute affordable housing development agreement and ensure consistency with sections 2.6.2 through 2.6.3.
Status	Community Service's staff will enforce the affordable purchase housing obligations as development occurs. Stoneridge Apartments was developed although no units were designated as affordable. An ARHDA was not recorded. Ongoing Obligation
Section	2.6.2.C
Title	Facilities District Allocation to affordable purchase Parcels
Obligation	Special tax allocation to affordable purchase units within Parcel 40 not to exceed 50% of allocation to balance of parcel
Department	Finance - Ensure Services District allocation is consistent with Section 2.6.2.C. Housing - Maintain list of affordable units on May 1 of each year and forward copy to Finance.
Status	Service District has been established. No affordable or low-income units have been built at this time.
Section	3.2.1
Title	Dedication of Parks and Open Space Amendment #4 – Ord. #4341
Obligation	Landowner shall dedicate 110.3 acres for parks and open space.
Department	Parks and Recreation Department - Accept park Parcel 37 upon dedication and accept park Parcels 29, 44, 45, 48 and 56 after development of park. Initiate conveyance procedure with Planning Department. Planning Department - Implement conveyance.
Status	IOD's for parks and open spaces are being provided with approval of large lot maps. Park Parcel 45 (APN 455-010-037) dedicated to the City on Feb 3, 2006 (Doc# 2006-0012492) Park Parcel 48-David Uribe Park (APN: 455-010-040) dedicated to the City on April 10, 2006 (Doc#2006-0038445) Park Parcel 29 (APN: 455-010-004 & -044) dedicated to the City on July 30, 2007 (Doc #2007-0074854-00) Open Space Parcel 25 (APN: 455-010-032) dedicated to the City on August 17, 2007

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

	(Doc. #2007-0081424-00) Open Space Parcel 31 (APN: 455-010-033, -034, -43) dedicated to the City on August 17, 2007 (Doc. #2007-0081425-00) Open Space Parcel 44 (APN: 455-010-036) dedicated to the City on August 17, 2007 (Doc. #2007-0081426) Park Parcel 37 (APN: 455-010-039) dedicated to the City on August 17, 2007 (Doc. #2007-0081427) Parcel 56 (turn-key) is yet to be designed and constructed. Landowner to dedicate Lot H of parcel 53 designated as Public Open Space upon recordation of the final large lot map for parcels 51 through 57.
Section	3.2.2
Title	Payment of Park Fees for Construction
Obligation	Landowner pays City's neighborhoods and citywide park fees to fund construction of specific park sites, park improvements and bike train improvements and the provision of advance funding for the reconstruction of the Miner's Ravine Bike Trail.
Department	Parks and Recreation Department
Status	Ongoing Obligation
Section	3.2.3
Title	Construction of Park Improvements
Obligation	Landowner shall design and install park improvements for Parcels 44, 45, 48 and 56 and initial improvements of Parcel 29. The City shall design and install improvements on Parcel 37 and remainder of Parcel 29. Landowner to provide personal guarantee to City to ensure design and construction of parks for Parcels 44, 45, 48 and 56. Complete
Department	Building Withhold BP if identified thresholds are not met. Notify Parks and Recreation Department of permit activity. Parks and Recreation Department Approve park design and construction documents by thresholds identified. Coordinate with Building on permit activity and enter fees. Engineering Review frontage improvements and street layout. Ensure improvements for Parcel 44 and 29 and include with improvement plans for Phase 2A and 3, respectively. Attorney Approve form of personal guarantee for park construction.
Status	Park Site 45 and 48 constructed as turnkey parks opened and dedicated in 2005. Park Parcel 45 (APN 455-010-037) dedicated to the City on Feb 3, 2006 (Doc# 2006-0012492)

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

	Park Parcel 29 (APN: 455-010-004 & -044) dedicated to the City on July 30, 2007 (Doc #2007-0074854-00) Parcel 56 (turn-key) is yet to be designed and constructed. Attorney: Form of personal guarantee for park construction will be evaluated at time of park development agreement. Ongoing obligation. Parcel 37 is complete and operational. Parcel was deeded in 2008.
Section	3.2.5
Title	Park Fees credits and reimbursements Amendment #2 – Ord. #3561 Amendment #3 – Ord. #3677
Obligation	Landowner entitled to reimbursement from neighborhood park fee for certain bike trail improvements. Establish park fee, including credits to neighborhood park fee. Park fee shortfall if parcel is developed with less than 90% of allocated units. (see 4.2) <u>2nd Amendment:</u> Except for bike trail improvements to be located within the False Ravine over the existing sewer line, Parcel specific bike trail connections are not included in the park financing plan. The landowner shall be reimbursed the construction costs per 3.2.5. <u>3rd Amendment:</u> Landowner agrees to pay the revised Neighborhood Park fees of: SF=\$1,344; and MF=\$896.
Department	Parks and Recreation Department - Coordinate reimbursements with finance (see 4.2.2.b) and annual fee adjustment. Track bike trail reimbursements from neighborhood park funds. Building - Collect fee. Planning - Review TM and coordinate with parks an agreement to adjust the park fee for shortfall. Transportation - Review and approve bike trail improvements and budgets.
Status	The Finance Dept. reviews park fees and bike trail fee for appropriate annual increases. As bike trails are developed – reimbursements will be given to appropriate landowner. Neighborhood Park fees increased due to shortfall and as required in 2nd Amendment. 3rd Amendment increased Neighborhood Park Fees. Reimbursements paid upon COC. Park Fees being paid with BP.
Section	3.4.2
Title	On-Site Electric Utility Improvements

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

Obligation	Landowner will construct or finance construction of on-site electric distribution facilities.
Department	Electric Upon receipt of approved Improvement Plans, prepare final on-site electric designs
Status	On-site electrical improvement designs will be final as improvements plans are submitted to the Electric Dept. for review.
Section	3.4.6
Title	Electrical Efficiency
Obligation	Landowner shall use residential air conditioning units that have a Seasonal Energy Efficiency Ratio (SEER) of 2 points above minimum Federal Regulations.
Department	Building - Verify SEER rating during Plan Check.
Status	Prior to issuance of BP, SEER are being verified.
Section	3.5.2
Title	Other Agency Approval
Obligation	Landowner shall obtain all permits & agreements required by other agencies having jurisdiction over drainage, water quality or wetlands. Landowner shall prepare & implement a Storm Water Pollution and Prevention Plan (SWP3).
Department	Engineering - Check for RWQCB, ACE, & CDFG permits prior to approval of Drainage plan. Condition tentative maps.
Status	Ongoing Obligation for SWPPP's on home construction
Section	3.6.1
Title	Financing of Water Facilities
Obligation	Landowner, Payment of water connection fees. Within pressure zone 2 landowner to be charged fee as urban reserve under the City's tiered fee schedule. If PCWA serves pressure zone 3, landowner to pay applicable PCWA fees.
Department	Environmental Utilities - Adopt fee ordinance if necessary and enter fees. Building - Collect water connection fees and proof of payment for applicable PCWA connection fees.
Status	A Special Benefit Water Area was established for the property within pressure Zone #2. The fee is being collected upon issuance of BP.
Section	3.6.2
Title	On-site Water Lines
Obligation	Landowner shall provide on-site improvements to the water system including mains, pressure reducing stations, and flow monitoring stations.
Department	Environmental Utilities Review of improvement plans and condition SUBD.
Status	Subdivision maps are being conditioned and improvement plans are reviewed by the Environmental Utilities Dept. to ensure adequate water pressure is provided. Ongoing obligation
Section	3.6.3
Title	Water System Sequencing
Obligation	Water system will be incrementally constructed so that extensions into neighborhoods will be completed with development of each neighborhood.
Department	Environmental Utilities Condition the SUBD.
Status	Subdivision maps are being conditioned to ensure that water systems extensions and looped water systems will be provided. Ongoing obligation
Section	3.6.4
Title	Public Utility Easement
Obligation	Landowner shall grant non-exclusive public utility easements for maintenance purposes complying with the City's Improvement Standards.

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

Department	Environmental Utilities, Electric, Engineering Condition the SUBD. City to accept easements.
Status	Subdivision maps are being conditioned to ensure adequate public utility easements are being granted for maintenance purposes. Ongoing obligation
Section	3.6.7
Title	Water Softeners
Obligation	No water softeners allowed except those approved by EU Director. Landowners shall include prohibition of water softeners in the property CC&R's if CC&R's are recorded.
Department	Environmental Utilities - Condition SUBD maps and review requests for water softeners. Attorney - Insure inclusion in CC&R's.
Status	Maps are being conditioned. Prior to finaling SUBD maps Eng./Atty's will review CC&R's to ensure the inclusion into CC&R's. Ongoing obligation
Section	3.7
Title	Sewer Improvements
Obligation	Landowner shall provide sewer improvements for each phase of the plan in accordance with section 3.9, and pay sewer connections fee.
Department	Environmental Utilities - Condition SUBD/DRP to pay the fee. Review improvement plans for conformance with Development Agreement. Enter relevant fees. Building - Collect fee
Status	Subdivision maps are being conditioned to pay fees - fees will be collected prior to the issuance of BP – Ongoing obligation
Section	3.7.4
Title	Sequencing of Wastewater Improvements
Obligation	See section 3.9 for phased improvements
Department	Environmental Utilities
Status	Subdivision maps are being conditioned to ensure that wastewater systems extensions and outfall will be provided. Ongoing obligation.
Section	3.8.3
Title	Timing of Sidewalks and Landscaping Amendment #1 - Ord. #3344
Obligation	Landowner shall install sidewalk and landscaping adjacent to single family, multi-family, and nonresidential land use, open space and private park. Landscape medians shall be installed concurrently with the road improvements that include such medians as described in Section 3.9.
Department	Engineering and Planning - Condition the SUBD and DRPs. Review IMP plans to ensure inclusion of sidewalks and landscaping per Section 3.8.3. Check plans for design compliance. Parks and Recreation Department - Review and approve construction documents and project acceptance for open space parcels.
Status	One last section of Sierra College Blvd remains to be landscaped – staff will reach out to Elliot Homes to schedule completion.
Section	3.8.9
Title	Master Plan Funding
Obligation	Landowner shall participate in fair share of city-wide funding mechanism for the updates of the City's Bikeway Master Plan and Long Range Transit Master Plan.
Department	Transportation Develop funding mechanisms and adopt ordinances to collect it.

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Status	No funding mechanisms have been established.
Section	3.8.10
Title	Transportation Systems Management (TSM)
Obligation	Landowner shall comply with the City's TSM
Department	Transportation Condition DRP's and MPP's, approve TSM plans.
Status	Ongoing Obligation - Transportation Systems Management plans are implemented as each non-residential development proposal is submitted and reviewed.
Section	3.10.1
Title	Fire Tax
Obligation	Landowner shall pay the Fire Service Construction Tax.
Department	Building Collect established fire tax fee.
Status	Ongoing obligation - Fess are being paid upon issuance of BP.
Section	3.10.3
Title	Wildland Fire Plan
Obligation	Prepare a comprehensive Wildland Fire plan for the entire plan area, subject to the review and approval of the Fire Department.
Department	Fire Department
Status	Ongoing obligation as new homes are constructed.
Section	3.10.4
Title	Library Facilities
Obligation	Landowner shall pay fair share of the cost of Library facilities or other equitable financing mechanism for the provision of library services.
Department	Library - Establish a fee and adopt an ordinance to collect fee. Building - Collect library fee.
Status	The public facilities fee includes funding for any public facility (i.e. libraries). Ongoing obligation
Section	3.11
Title	Liens, encumbrances, covenants, conditions and restrictions
Obligation	All property conveyed in fee to the City shall be free of Liens, encumbrances, covenants, conditions, restrictions, special taxes, hazardous materials. In addition parcels 43, 45, 48, 56 and portions of parcels 29, 37 and 36 shall be free of wetlands.
Department	City Manager: Implement conveyance procedure. Attorney, Parks and Recreation Department, Fire and Planning: Ensure properties are free of restrictions and wetlands.
Status	Park and Open Space parcels being dedicated as requested. Park Parcel 56 has yet to be developed and dedicated. Attorney: Evaluation of restrictions/wetlands done at time of conveyance. Ongoing obligation.
Section	3.12
Title	EIR Mitigation Measures
Obligation	Landowner shall perform all mitigation measures contained in the Plan EIR, which are identified as responsibility of Landowner.
Department	Engineering and Planning: Condition development projects.
Status	Projects are being conditioned and reviewed for compliance with EIR mitigation measures. Future mitigation plans should be submitted in an electronic format that can be entered into the City's Mitigation Database. Ongoing obligation.
Section	4.2.1

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

**Sierra Vista Specific Plan - Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976
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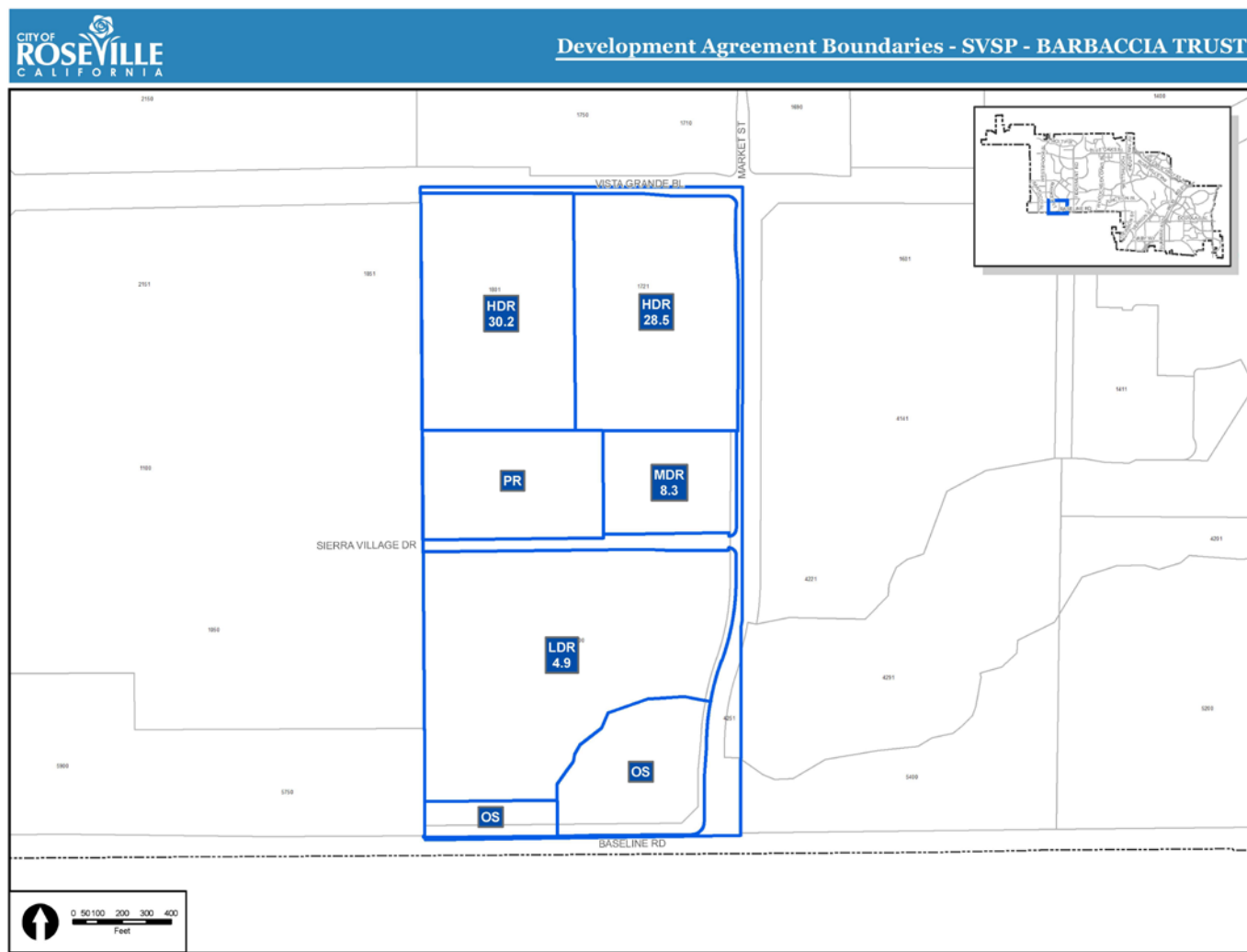
Owner name: The Cyril G. Barbaccia Irrevocable Trust date December 15, 1976
950 South Bascom, Ste 1113
San Jose, CA 95128

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

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



**Sierra Vista Specific Plan - Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976
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Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00 . The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.

Development Agreement Obligations <u>Not Complete</u> as of December 2017	
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

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	Medium Density Residential: 44 units on 4.9 net acres High Density Residential: 840 units on 28.6 net acres Park: 7.6 net acres Open Space: 9.7 net acres Open Space (Paseo) : .5 net acres Right of Way: 6.3 net acres		
Department	Planning Division		
Status	Ongoing obligation		
Section	2.6		
Title	Affordable Housing		
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 100 units affordable to very low, low to middle income households. 40% for very low income households 40% for low income households 20% for middle income households		
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1		
Title	Affordable Purchase Residential Units		
Obligation	Landowner agrees that 20 units will be reserved as detached and/or single family residential units affordable to middle-income purchasers as follows:		
	Parcel	Total Units in Parcel	Middle Income Purchase Units
	CG-20	44	20
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1.1		
Title	Required Agreements		
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into an Affordable Housing Agreement for such residential purchase units affordable to middle income households.		
Department	Housing Department		
Status	Not recorded yet – ongoing obligation		
Section	2.6.1.2		
Title	Content		
Obligation	The Affordable Housing Agreement shall, for each such residential lot subdivision, the distribution of the affordable housing units within the subdivision and includes specific requirements for marketing of affordable purchase units, inclusion or modification of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation.		
Department	Housing Department		
Status	Not recorded yet – ongoing obligation		
Section	2.6.1.5		
Title	In Lieu-Fee Affordable Housing		
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.		
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1.6		
Title	Community Facilities Districts		
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send		

**Sierra Vista Specific Plan - Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976
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	a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.				
Department	Finance Department				
Status	Not formed yet – Ongoing obligation				
Section	2.6.2.1				
Title	Multi Family Affordable Rental Units – Affordable Obligation				
Obligation	Landowner agrees that 80 affordable rental units will be reserved within the property, including 40 units for rental to very low income households and 40 units for rental to low income households as follows:				
	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	CG-31	420	80	40	40
Department	Housing Department				
Status	Ongoing obligation - Not developed yet				
Section	2.6.2.4				
Title	Community Facilities Districts				
Obligation	The City Manager or his/her designee shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to a Regulatory Agreement (or applicable City-approved form) and , on or about May 1 of each calendar year, shall send a copy of such Regulatory Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, if and when a Community Facilities District is formed encompassing the Property, set the applicable special tax for such Parcel at a level described in the rate and method for said Community Facilities District.				
Department	Finance Department				
Status	Not formed yet – Ongoing obligation				
Section	2.7.1				
Title	404 Permit				
Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.				
Department	Engineering Division / Environmental Coordinator				
Status	Ongoing obligation				
Section	2.7.2				
Title	404 Permitting Obligations				
Obligation	404 permits will be processed in generally two categories: 404 permits for backbone infrastructure, including off-site public improvements and individual landowner 404 permits.				
Department	Engineering Division/ Environmental Coordinator				
Status	Ongoing obligation				
Section	2.7.2.1				
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				

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	station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner's property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Complete
Section	2.7.2.2
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

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	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 Department/ 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. 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

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	to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Development and Operations Department, Planning Division and Finance Department
Status	Finance-No districts formed yet – Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division and Development and Operations 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	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

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	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	
Status	Attorney: Evaluation done at time of conveyance. Ongoing obligation.
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as

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	provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Ongoing obligation
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director.

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	• Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the

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	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 are constructed and invoiced pursuant to the Funding, Construction and Acquisition

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	Agreement, and shall be in no particular order of priority with the exception of 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
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	such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. The parties acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement

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	plans therefore, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner shall not be entitled to any reimbursement or credits toward the City's traffic mitigation fee for any costs associated with the design and/ or construction of collector roadways. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3.1
Title	Bus Transfer Station
Obligation	The design and location of the bus transfer station on Parcel DF-40 shall be determined with the subsequent Major Project Permit for that parcel. The bus transfer station will include bus turnouts and shelters and bike lockers to accommodate the bus transfer center requirements as determined by the City at the time of approval of any Major Project Permit including Parcel DF-40. Landowner shall maintain the bus transfer station with reimbursement from the Public Services CFD. The access road for the bus transfer station on Parcel DF-40 shall be a public street designed and constructed to City standards from Market Street to the intersection with Baseline Road. The LLM prepared for the entire Plan Area shall include a roadway easement and necessary public utility easements/landscape easements (PUE/LSE) from Parcel CG-82 to connect Parcel DF-40 to Market Street.
Department	Alternative Transportation, Planning and Engineering Division
Status	Preliminary design approved; bus transfer station has not been constructed yet (Alt Trans) – Ongoing obligation.
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	<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

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Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee.

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	Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation
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
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

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	extent of its fair share in a City-Wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane,

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	resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA
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	All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the

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	obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division
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

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Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of wastewater

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	facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard) facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of

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	the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project which was based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure

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	the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner's construction of

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	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. The timing for the payment of any such reimbursement shall be upon the earlier of the
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	formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan concurrently with the construction of the road improvements described in Section 3.5 of this Agreement. Extensions into the neighborhoods will be completed with development of each neighborhood. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities. As further disclosure Landowner shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline

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	Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20sewer EDU month (based on

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	meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board,

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	Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1

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Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing Plan and with the City's then current Improvement Standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.

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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	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Electric Department and Building Division
Status	Ongoing obligation
Section	3.11.4

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Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is

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	automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails
Obligation	Landowner shall dedicate to City a total of 7.6 acres of active park land and 10.23 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (AT), not constructed yet
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 7.6 acres of active neighborhood parkland, 0.53 acres open space paseo and 9.7 acres of open space. The following park parcel, open space paseo parcel, and three open space parcels shall be dedicated to City as described below: 1. A 7.6-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel CG-50; 2. A 0.53-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel CG-70;

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	3. A 1.9-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel CG-80; 4. A 6.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel CG-81;and 5. A 1.0-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel CG-82. Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation

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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 estimates. All

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	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	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

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	to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non- reimbursable and non- creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to

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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	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

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	quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Engineering Division and Development and Operations 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	Not constructed yet – ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), prior to any subdivision map approval or issuance of any building permit , to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division, and School Districts
Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.

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Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	To be collected with future bond proceeds-no district formed yet. Ongoing obligation.
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280 . The Public Benefit Fee for each high density residential unit shall be \$ 845 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance-Nothing collected yet, since no district formed yet. Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51,JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51,KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and

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	school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Need to complete as construction occurs – Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work 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	Development and Operations Department
Status	Ongoing obligation
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation

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Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if

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	applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3).
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	City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet. Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby

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	Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Agreement not written until ready to form CFD. Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet. Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director. All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this

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	Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet. Ongoing obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet. Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan); 3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters; 3.19.2.9 Maintain flood control facilities including detention basins and created wetlands; 3.19.2.10 Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain a Replacement: Reserve Fund for repair and replacement of

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	entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
	3.19.2.13 Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department
Status	No District formed yet. Ongoing obligation
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	No District formed yet. Ongoing obligation
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units, \$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land not annexed into CFD 3 yet. Ongoing obligation
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21

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Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things,

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	the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing Obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels.

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	12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	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

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	any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Planning Division / Electric
Status	Ongoing obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or,

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	(2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have
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	been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and

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	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. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission.

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	If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan - Baseline P&R, LLC
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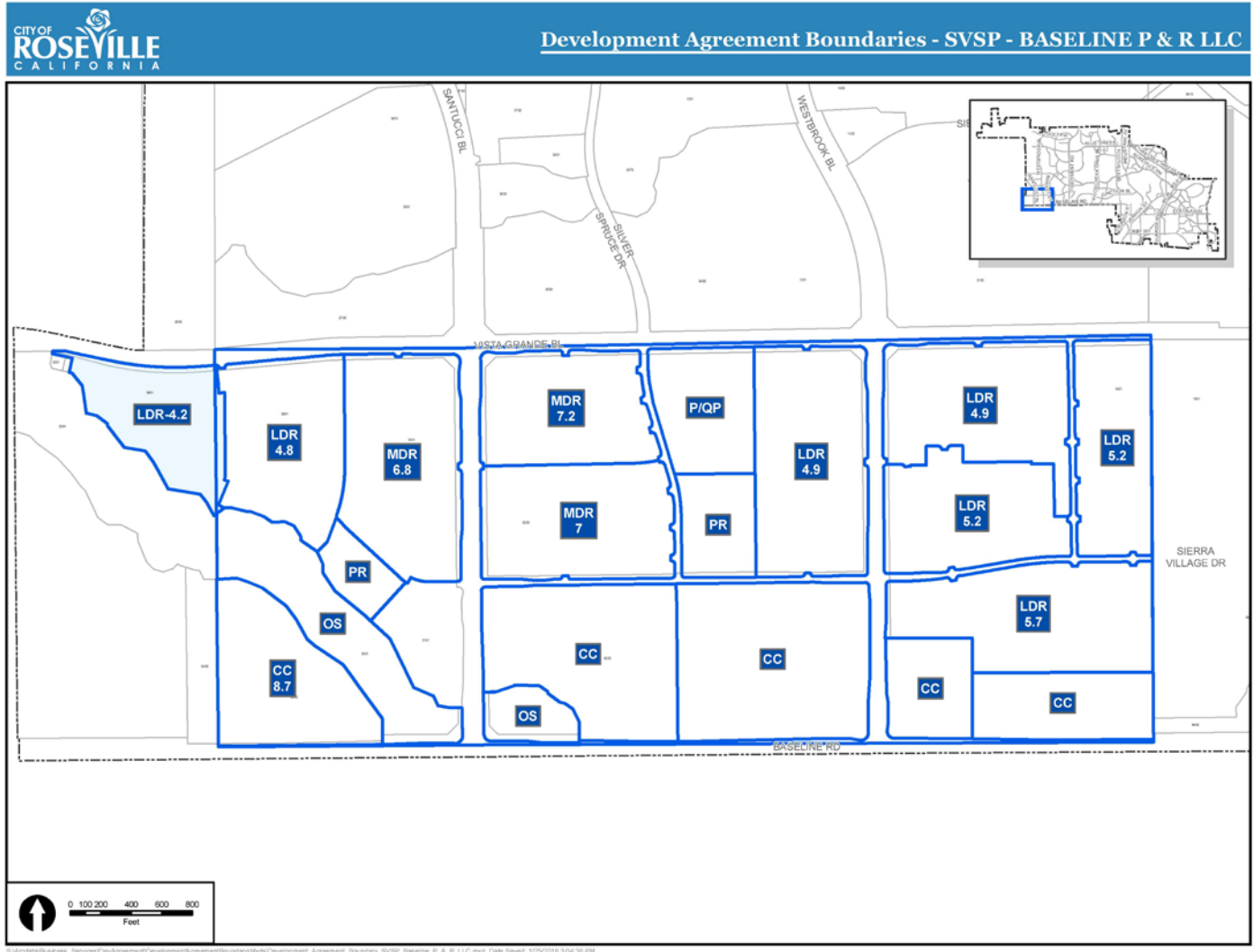
Owner Name: Baseline P&R, LLC
7700 College Town Drive, Ste 101
Sacramento, CA 95826

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

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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 2017	
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner'(s) property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00 . The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this

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	Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.

Development Agreement Obligations <u>Not Complete</u> as of December 2017			
Section	2.1		
Title	Permitted Uses		
Obligation	The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements.		
Department	Planning Division		
Status	Ongoing obligation		
Section	2.2		
Title	Vested Entitlements		
Obligation	Low Density Residential: 620 units on 120.5 net acres Medium Density Residential: 536 units on 59.7 net acres High Density Residential: 150 units on 7.5 net acres Community Commercial: 64.0 net acres Community Commercial/Commercial Mixed use: 136 units on 18.3 net acres Community Commercial/Business Professional: 12.2 net acres Park: 11.8 net acres Open Space: 22.2 net acres Schools: 12.0 net acres Right of Way: 47.2 net acres		
Department	Planning Division		
Status	Ongoing Obligation		
Section	2.6		
Title	Affordable Housing		
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 155 units affordable to very low, low to middles income households. 40% for very low income households 40% for low income households 20% for middle income households		
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1		
Title	Affordable Purchase Residential Units		
Obligation	Landowner agrees that 31 units will be reserved as detached and/or single family residential units affordable to middle-income purchasers as follows:		
	Parcel	Total Units in Parcel	Middle Income Purchase Units
	KT-20	202	31
Department	Housing Department		

Sierra Vista Specific Plan - Baseline P&R, LLC Development Agreement Implementation Matrix

Status	Obligation current - Not developed yet				
Section	2.6.1.1				
Title	Required Agreements				
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into an Affordable Housing Agreement for such residential purchase units affordable to middle income households.				
Department	Housing Department				
Status	Obligation current - Not developed yet				
Section	2.6.1.2				
Title	Content				
Obligation	The Affordable Housing Agreement shall, for each such residential lot subdivision, the distribution of the affordable housing units within the subdivision and includes specific requirements for marketing of affordable purchase units, inclusion or modification of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation.				
Department	Housing Department				
Status	Obligation current - Not developed yet				
Section	2.6.1.5				
Title	In Lieu-Fee Affordable Housing				
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.				
Department	Housing Department				
Status	Ongoing obligation				
Section	2.6.1.6				
Title	Community Facilities Districts				
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.				
Department	Finance Department				
Status	No District formed yet – Ongoing obligation				
Section	2.6.2.1				
Title	Multi Family Affordable Rental Units – Affordable Obligation				
Obligation	Landowner agrees that 124 affordable rental units will be reserved within the property, including 62 units for rental to very low income households and 62 units for rental to low income households as follows:				
	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	KT-30	150	124	62	62
Department	Housing Department				
Status	Ongoing obligation - Not developed yet				
Section	2.6.2.4				
Title	Community Facilities Districts				
Obligation	The City Manager or his/her designee shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to a Regulatory Agreement (or applicable City-approved form) and , on or about May 1 of each calendar year, shall send a copy of such Regulatory Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, if and when a				

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	Community Facilities District is formed encompassing the Property, set the applicable special tax for such Parcel at a level described in the rate and method for said Community Facilities District.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	2.7.1
Title	404 Permit
Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.
Department	Engineering Division / Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2
Title	404 Permitting Obligations
Obligation	404 permits will be processed in generally two categories: 404 permits for backbone infrastructure, including off-site public improvements and individual landowner 404 permits.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2.2
Title	404 Permits for Individual Landowner
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2.3
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits.

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	Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division and Development and Operations Department
Status	Ongoing Obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.

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Department	Engineering Division and Finance Department
Status	Finance-No District formed yet – Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Development and Operations Department, Planning Division and Finance Department
Status	Finance-No District formed yet – Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee, apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division and Development and Operations 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	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City.

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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	
Status	Attorney: Evaluation done at time of conveyance. Ongoing obligation.
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure.

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	As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by

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	eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.

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Department	Engineering Division
Status	Ongoing Obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner acknowledge that the locations of these roadways

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	are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient
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	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 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
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	and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be
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	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
Title	Road Improvement Standards

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Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing Obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the

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	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

**Sierra Vista Specific Plan - Baseline P&R, LLC
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Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then- undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1and 3.5.2 above and Section 4.2 below.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.17
Title	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

Sierra Vista Specific Plan - Baseline P&R, LLC Development Agreement Implementation Matrix

	Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection
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**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes

Sierra Vista Specific Plan - Baseline P&R, LLC Development Agreement Implementation Matrix

	One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division
Status	Ongoing Obligation

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.5.20
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.5.21
Title	Park and Ride Lots
Obligation	Fifty (50) park and ride spaces shall each be provided by the respective Participating Owner on Parcels DF-40 and KT-41. Such park and ride spaces shall be included in addition to the parking required for the applicable underlying land use if required by City's Zoning Code. Landowner shall install the park and ride spaces at the time of development of the parcel on which the park and ride lot is located. Park and ride lots shall be located proximate to bus stop locations. Park and ride lots shall allow for exclusive daily weekday parking between the hours of 6:30am and 6:30pm. City may consider fewer park and ride spaces on Parcels DF-40 and KT-41 if a future analysis submitted by Landowner(s) of the respective parcels, on their own or jointly, is accepted by City indicating that fewer park and ride spaces than specified in this Section 3.5.21 suffice. Any such reduction in the number of park and ride spaces shall not require an amendment to this Agreement.
Department	Alternative Transportation
Status	No completed yet – Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.2

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard) facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.

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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	3.8.1
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,

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	storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. This includes construction of the 24-inch water line in Baseline Road between Fiddymont Road and Westbrook Boulevard. Such reimbursement shall be pro rata, 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

Sierra Vista Specific Plan - Baseline P&R, LLC Development Agreement Implementation Matrix

	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.
Department	Environmental Utilities Department
Status	Ongoing Obligation

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Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities. As further disclosure Landowner shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of- way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not

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	constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in 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
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	modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing Obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.

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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	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.2
Title	Off-Site Electric Facilities

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Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Electric Department and Building Division
Status	Ongoing Obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown

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	on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this

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	information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Ongoing Obligation
Section	3.12
Title	Parks and Open Space
Obligation	Landowner shall dedicate to City a total of 11.8 acres of active park land and 22.2 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 11.8 acres of active neighborhood parkland and 22.2 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 4.2-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel KT-51; 2. A 7.6-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel KT-52;

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	3. A 17.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel KT-80B; and; 4. A 4.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel KT-81. Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 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 improvements, including sidewalks, shall be constructed consistent with City

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	standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	No District formed yet – 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

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	to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non- reimbursable and non- creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the

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	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: 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,

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	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 Development and Operations 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 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

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	Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280 . The Public Benefit Fee for each high density residential unit shall be \$ 845 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62),

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	water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM-51, JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51, KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing Obligation as construction occurs
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
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	Development and Operations Department

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Status	Ongoing obligation
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	No District formed yet
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.
Department	Finance Department
Status	No District formed yet-Ongoing Obligation
Section	3.17.1.2

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Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units:

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	(1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet-Ongoing Obligation

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Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Agreement comes with CFD formation - Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	Ongoing Obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director. All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing Obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD)

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	Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet - Ongoing Obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan); 3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters;

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	3.19.2.9 Maintain flood control facilities including detention basins and created wetlands; 3.19.2.10 Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and 3.19.2.13 Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department
Status	No District formed yet-Ongoing Obligation once formed
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Ongoing Obligation
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units,\$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land not annexed into CFD 3 yet – Ongoing obligation
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department

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Status	Ongoing Obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing Obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing Obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	
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

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing Obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 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.

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Development Agreement Implementation Matrix**

	7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing
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**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub-stations) and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments
Status	Ongoing Obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements
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**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing Obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing Obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing Obligation
Section	4.2.7.1
Title	Additional Reimbursement from Certain Urban Reserve Property
Obligation	In addition to reimbursement for planning and environmental review costs set forth in Section 4.2.7, Landowner is entitled to reimbursement for the portion of the Plan Area's planning and environmental costs incurred by the owner of a portion of APNs 017-150-001 and 017-150-011 (the "Placer 2780 Property") from the owner of APNs 017-150-002, 017-150-019, 017-150-023 and 017-150-025 (the "Richland Property"), prior to said latter owner's withdrawal from the Specific Plan, in the amount of \$241,708. The withdrawal of the Richland Property caused the Specific Plan to be modified in such a way as to require deletion of the Placer 2780 Property from the Specific Plan. Prior to deleting the Placer 2780 Property from the Specific Plan, the owner of the Placer 2780 Property incurred said \$241,708 in planning and environmental costs. City shall use its best efforts to require payment of such reimbursement by the owner of the Richland Property to Placer 2780, LLC, at the time the owner of the Richland Property files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of payment of such costs from the owner of the Richland Property, City shall pay the funds so received to Placer 2780, LLC. If for any reason City is not able to collect such reimbursement at the time that the owner of the Richland Property files an application for any land use entitlements on its property, then City shall use its best efforts to condition such reimbursement be paid upon the effective date of any such land use entitlements. Said reimbursement shall be personal to Placer 2780, LLC and shall not run with the land, unless Placer 2780, LLC notifies City in writing that it has assigned its right to such reimbursement.

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing Obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering Division
Status	Ongoing Obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing Obligation

**Sierra Vista Specific Plan - Baybrook Limited Partnership
Development Agreement Implementation Matrix**

Owner Name: Baybrook Limited Partnership
111 West Washington Street, Ste 1525 Chicago, IL 60602

Current Agreement: Development Agreement by and between the City of Roseville and Baybrook Limited Partnership to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Baybrook Limited Partnership	June 18, 2010	30 Years	4832

**Sierra Vista Specific Plan - Baybrook Limited Partnership
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner's property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 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

Sierra Vista Specific Plan - Baybrook Limited Partnership Development Agreement Implementation Matrix

	completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Obligation Completed
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Engineering Division and Development and Operations Department
Status	Obligation Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00 . The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Completed obligation
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the

Sierra Vista Specific Plan - Baybrook Limited Partnership Development Agreement Implementation Matrix

	Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.

Development Agreement Obligations <u>Not Complete</u> as of December 2017	
Section	2.1
Title	Permitted Uses
Obligation	The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements.
Department	Planning Division
Status	Ongoing Obligation
Section	2.2
Title	Vested Entitlements
Obligation	Low Density Residential: 62 units on 12.4 net acres Community Commercial/Commercial Mixed use: 5.2 net acres Park: 39.9 net acres Open Space: 17.9 net acres Other Public: .3 net acres Right of Way: 4.1 net acres
Department	Planning Division
Status	Ongoing Obligation
Section	2.6
Title	Affordable Housing
Obligation	Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed to be developed as affordable housing.
Department	Housing Department
Status	Affordable units not designated for this property. Units being developed in other areas of SVSP. No affordable housing obligations
Section	2.7.1
Title	404 Permit
Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.
Department	Engineering Division / Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2
Title	404 Permitting Obligations
Obligation	404 permits will be processed in generally two categories: 404 permits for backbone infrastructure, including off-site public improvements and individual landowner 404 permits.

Sierra Vista Specific Plan - Baybrook Limited Partnership Development Agreement Implementation Matrix

Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2.2
Title	404 Permits for Individual Landowner
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2.3
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered

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	complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division and Development and Operations Department
Status	Ongoing Obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	Finance: No District formed yet
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Development and Operations Department, Planning Division and Finance Department
Status	Finance: No District formed yet
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.

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	To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division and Development and Operations 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	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances net inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	Engineering Division and City Attorney
Status	Attorney: Evaluation done at time of conveyance. Ongoing obligation.
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments.

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	The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the
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	associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Improvement plans are being conditioned – Ongoing Obligation.
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities
Status	Improvement plans and map are being conditioned – Ongoing Obligation
Section	3.5

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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. 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

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	to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of 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
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	of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF 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
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	Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. The parties acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans therefore, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner shall not be entitled to any reimbursement or credits toward the City's traffic mitigation fee for any costs associated with the design and/ or construction of collector roadways. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.

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Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	3.5.4.1 Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. 3.5.4.2 Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division and Public Works
Status	Ongoing Obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works
Status	Ongoing Obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing Obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's.

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	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	3.5.8
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

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	Roseville Specific Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The

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	current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map , apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Ongoing Obligation (Alt Trans)
Section	3.5.13
Title	City-County Fee
Obligation	3.5.13 City-County Fee. Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then- undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and

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	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) 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 IA Improvements beyond Landowner's Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee.

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	Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N/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)
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	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.
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,

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	construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.1

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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
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

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	sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project which was based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.2
Title	Water Facilities

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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 Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B").

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	If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing Obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan concurrently with the construction of the road improvements described in Section 3.5 of this Agreement. Extensions into the neighborhoods will be completed with development of each neighborhood. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department

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Status	Ongoing Obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities. As further disclosure Landowner shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City

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	property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	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,

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	together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing Obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing Obligation
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.10

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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 SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing Obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing Plan and with the City's then current Improvement Standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the

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	natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Department
Status	Ongoing Obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across 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	3.11.3

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Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Ongoing Obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction

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	improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.7

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Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Ongoing Obligation
Section	3.12
Title	Parks and Open Space
Obligation	Landowner shall dedicate to City a total of 39.9 acres of active park land and 17.9 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation (Alt Trans)
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 39.9 acres of active Citywide Parkland, 17.9 acres open space. The following park parcel, open space paseo parcel, and three open space parcels shall be dedicated to City as described below: 1. A 39.9 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel KT-50; and 2. A 17.9-acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modifications (i.e. fire breaks) and preservation of wetland habitat and open space, shown as Parcel KT-80A. Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks

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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	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

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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
Status	Ongoing obligation

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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 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

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	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

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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	Finance: No District formed yet – ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280 . The Public Benefit Fee for each high density residential unit shall be \$ 845 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance: No District formed yet – ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney

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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	3.15
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

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	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	Development and Operations Department
Status	Ongoing Obligation
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.

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Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium

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	or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
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Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Agreement not in place until District formation – Ongoing Obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet – ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director. All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing Obligation
Section	3.19.1.1

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Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	Ongoing Obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan); 3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage

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	swales constructed between storm drain outfalls and receiving waters;
3.19.2.9	Maintain flood control facilities including detention basins and created wetlands;
3.19.2.10	Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;
3.19.2.11	Maintain fire breaks within open space areas;
3.19.2.12	Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
3.19.2.13	Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department
Status	No District formed yet-Ongoing Obligation
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Ongoing Obligation
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units,\$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land has not been annexed into CFD 3 yet - Ongoing obligation
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department

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Status	Ongoing Obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing Obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing Obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing Obligation
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

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	net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing Obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 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).

Sierra Vista Specific Plan - Baybrook Limited Partnership Development Agreement Implementation Matrix

	8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. 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.
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Sierra Vista Specific Plan - Baybrook Limited Partnership Development Agreement Implementation Matrix

Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub-stations) and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric and Housing Department
Status	Ongoing Obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in

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	this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building
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**Sierra Vista Specific Plan - Baybrook Limited Partnership
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	permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing Obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage 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

Sierra Vista Specific Plan - Baybrook Limited Partnership Development Agreement Implementation Matrix

Status	Ongoing Obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing Obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering Division
Status	Ongoing Obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 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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Development Agreement Implementation Matrix**

	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**

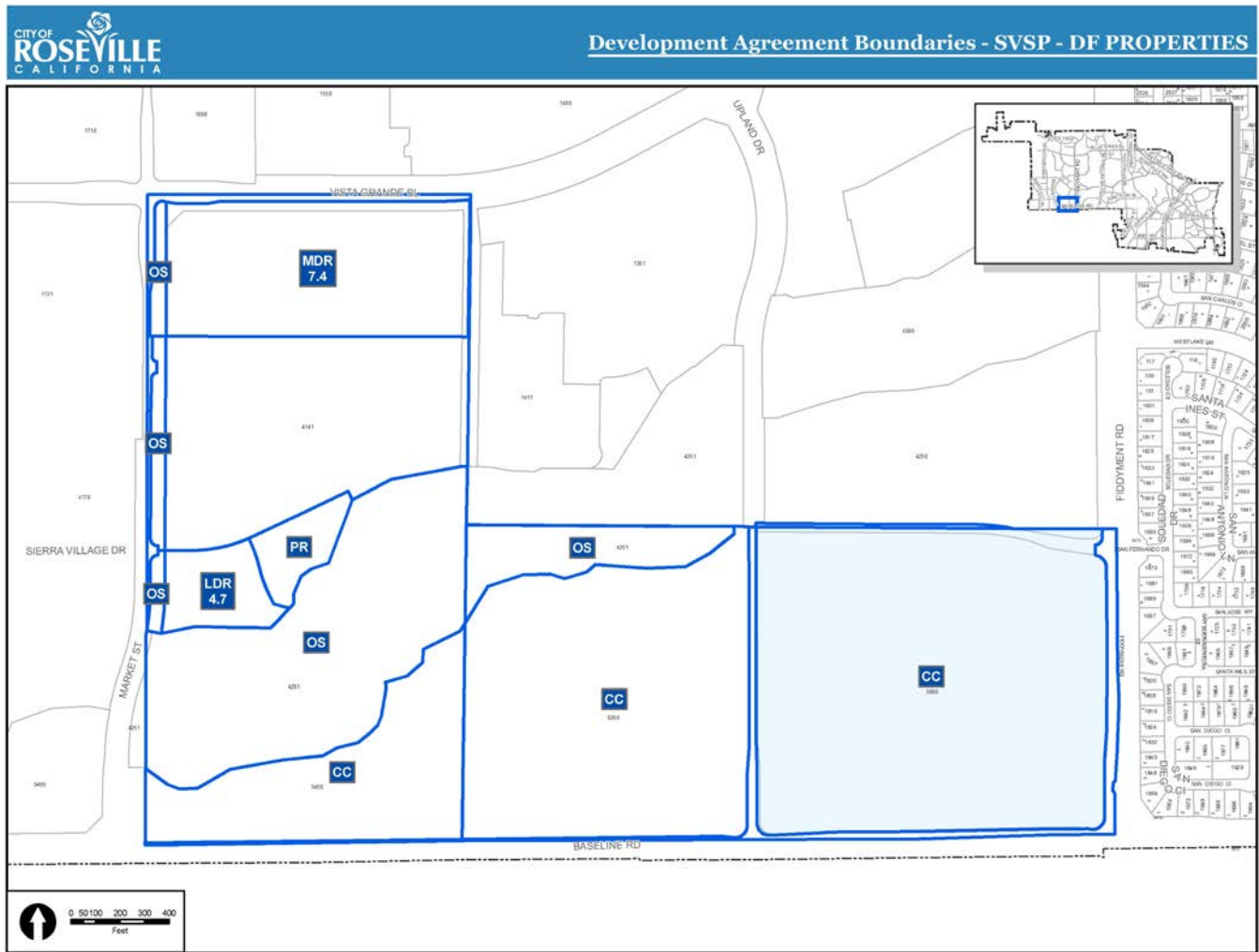
Owner Name: DF Properties, Inc.
2013 Opportunity Drive, Ste 140
Roseville, CA 95678

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

Sierra Vista Specific Plan - DF Properties, Inc. Development Agreement Implementation Matrix

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



**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner'(s) property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.

Development Agreement Obligations <u>Not Complete</u> as of December 2017			
Section	2.1		
Title	Permitted Uses		
Obligation	The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements.		
Department	Planning Division		
Status	Ongoing obligation		
Section	2.2		
Title	Vested Entitlements		
Obligation	Low Density Residential: 117 units on 23.5 net acres Medium Density Residential: 113 units on 14.5 net acres Community Commercial: 82.1 net acres Park: 1.8 net acres Open Space: 26.3 net acres Open Space (paseo): 2.3 net acres Right of Way: 9.7 net acres		
Department	Planning Division		
Status	Ongoing obligation		
Section	2.6		
Title	Affordable Housing		
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 5 units to middles income households.		
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1		
Title	Affordable Purchase Residential Units		
Obligation	Landowner agrees that 31 units will be reserved as detached and/or single family residential units affordable to middle-income purchasers as follows:		
	Parcel	Total Units in Parcel	Middle Income Purchase Units
	DF-20	113	5
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1.1		
Title	Required Agreements		
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into an Affordable Housing Agreement for such residential purchase units affordable to middle income households.		
Department	Housing Department		
Status	Ongoing obligation		

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

Section	2.6.1.2
Title	Content
Obligation	The Affordable Housing Agreement shall, for each such residential lot subdivision, the distribution of the affordable housing units within the subdivision and includes specific requirements for marketing of affordable purchase units, inclusion or modification of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation.
Department	Housing Department
Status	Ongoing obligation
Section	2.6.1.5
Title	In Lieu-Fee Affordable Housing
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.
Department	Housing Department
Status	Ongoing obligation
Section	2.6.1.6
Title	Community Facilities Districts
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.
Department	Finance Department
Status	Ongoing obligation- no district formed yet
Section	2.6.2.1
Title	Multi Family Affordable Rental Units – Affordable Obligation
Obligation	In satisfaction to the property's obligation to provide housing to nine (9) low income and nine (9) very low income households, landowner agrees that for any residential purchase units constructed on Parcel DF-20 that include a carriage unit/expanded living area located over a residential purchase unit's garage, which carriage unit may be accessible through a walkway and gate or through an alley, landowner shall deed restrict such carriage units. Units shall be leased to either low income or very low income households to the following terms: (i) All residential purchase units on Parcel DF-20 constructed to include Carriage Units shall have a recorded deed restriction against any such residential purchase units regarding the allowance and restriction that any lease of the Carriage Units shall be to very low income households; (ii) The number of residential purchase units on Parcel DF-20 with such deed restriction shall be 2.5 times the number of affordable rental units assigned to Parcel DF-20 for which affordable housing on Parcel DG-20 is credited. By way of example, if credit for 10 affordable rental units is given to Parcel DF-20, then Parcel DF-20 would need to have a minimum of 25 residential purchase units with the deed restriction described herein; (iii) Separate electric meters shall be installed on Carriage Units which are to be given affordable housing credit; and (iv) No additional development impact fees shall be required of a residential purchase

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	unit for a Carriage Unit above such fees normally collected for issuance of building permit for a residential purchase unit, though development impact fees based on square footage for the residential purchase unit shall include the square footage of such Carriage Unit.
Department	Housing Department
Status	Ongoing obligation
Section	2.6.2.4
Title	Community Facilities Districts
Obligation	The City Manager or his/her designee shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to a Regulatory Agreement (or applicable City-approved form) and , on or about May 1 of each calendar year, shall send a copy of such Regulatory Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, if and when a Community Facilities District is formed encompassing the Property, set the applicable special tax for such Parcel at a level described in the rate and method for said Community Facilities District.
Department	Finance Department
Status	Ongoing obligation-No District formed yet
Section	2.7.1
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.

**Sierra Vista Specific Plan - DF Properties, Inc.
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Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	2.7.2.3
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division and Development and Operations Department
Status	Ongoing obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area.

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	Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	Finance: No District formed yet. Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Development and Operations Department, Planning Division and Finance Department
Status	Finance: No District formed yet. Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee, apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division and Development and Operations Department
Status	Ongoing obligation
Section	3.1

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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	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	Improvement plans being conditioned
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase

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	monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan..
Department	Engineering Division
Status	Ongoing obligation

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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 shall not be obligated to
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	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
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	additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. The parties acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans therefore, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner shall not be entitled to any reimbursement or credits toward the City's traffic mitigation fee for any costs associated with the design and/ or construction of collector roadways. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3.1
Title	Upland Drive
Obligation	The design of Upland Drive adjacent to Parcels DF-41 and DF-42 shall be determined with the subsequent Major Project Permit for the development of those parcels. The potential locations for street improvements to control speed and/ or improve vehicle turning movements shall be determined at the time of approval of any Major Project Permit on those parcels. The costs to accommodate such improvements will be the responsibility of the Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3.2
Title	Bus Transfer Station
Obligation	The design and location of the bus transfer station on Parcel DF-40 shall be determined with the subsequent Major Project Permit for that parcel (or another Major Project Permit including that parcel). The bus transfer station will include bus turnouts and shelters and bike lockers to accommodate the bus transfer center requirements as determined by the City at the time of approval of any Major Project Permit including

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	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	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFO or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division and Public Works
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated

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	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	3.5.8

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Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.
Department	Engineering Division

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Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map , apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then- undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division

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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) 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 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

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Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • 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

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	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	3.5.21
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)

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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

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Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard} facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied.

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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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project which was based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will

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	negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement

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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	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and

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	Santucci Boulevard right-of- way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	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	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality

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	Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division

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Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing Plan and with the City's then current Improvement Standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in

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	Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.3
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

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Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to

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	all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails
Obligation	Landowner shall dedicate to City a total of 1.8 acres of active park land and 28.57 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans), not constructed yet
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 1.8 acres of active neighborhood parkland, 2.27 acres open space paseo and 26.3 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 1.8-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel DF-50;

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	2. A 0.61-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel DF-70; 3. A 1.24-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel DF-71; 4. A 0.42-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel DF-72; 5. A 21.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel DF-80; and 6. A 5.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel DF-81. Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the

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	Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub-phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, according to the park financing plan for the SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of such utility stubs. The cost of this work has been accounted for in the Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such

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	sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
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.

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	Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class IA bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department
Status	Not constructed yet – ongoing obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within

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	open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas and consist of the following three parcels: 1. A 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

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	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 Development and Operations Department
Status	Not dedicated yet – Ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), prior to any subdivision map approval or issuance of any building permit , to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering, Building Division and School Districts
Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building

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	permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280 . The Public Benefit Fee for each high density residential unit shall be \$ 845 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be 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),

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	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	3.15
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	Development and Operations Department
Status	Ongoing obligation

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Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation

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Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52);
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	(3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable,

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	and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Agreements not entered into until District formation process – ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet-Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director. All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance

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	purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet – ongoing obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet – ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan); 3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters; 3.19.2.9 Maintain flood control facilities including detention basins and created wetlands; 3.19.2.10 Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	3.19.2.11	Maintain fire breaks within open space areas;
	3.19.2.12	Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
	3.19.2.13	Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department	
Status	Ongoing obligation-No District formed yet	
Section	3.19.3	
Title	Public Parcel Exclusion	
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.	
Department	Finance Department	
Status	Ongoing obligation	
Section	3.20.1.1	
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit	
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units,\$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.	
Department	Finance Department	
Status	Land not annexed into CFD No. 3 yet – ongoing obligation	
Section	3.20.2	
Title	Municipal Services	
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.	
Department	Finance Department	
Status	Ongoing obligation	
Section	3.20.3	
Title	Public Parcel Exclusion	
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services	

**Sierra Vista Specific Plan - DF Properties, Inc.
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	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.

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 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.

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	10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. 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

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	stations, aquifer storage and recovery facilities, and electrical sub- stations)and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/ her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments
Status	Ongoing obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP

Sierra Vista Specific Plan - DF Properties, Inc. Development Agreement Implementation Matrix

	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 infrastructure,
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**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above,

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	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. 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

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates
Development Agreement Implementation Matrix**

Owner Name: Mourier Investments, LLC
1430 Blue Oaks Bl., Ste 190
Roseville, CA 95747

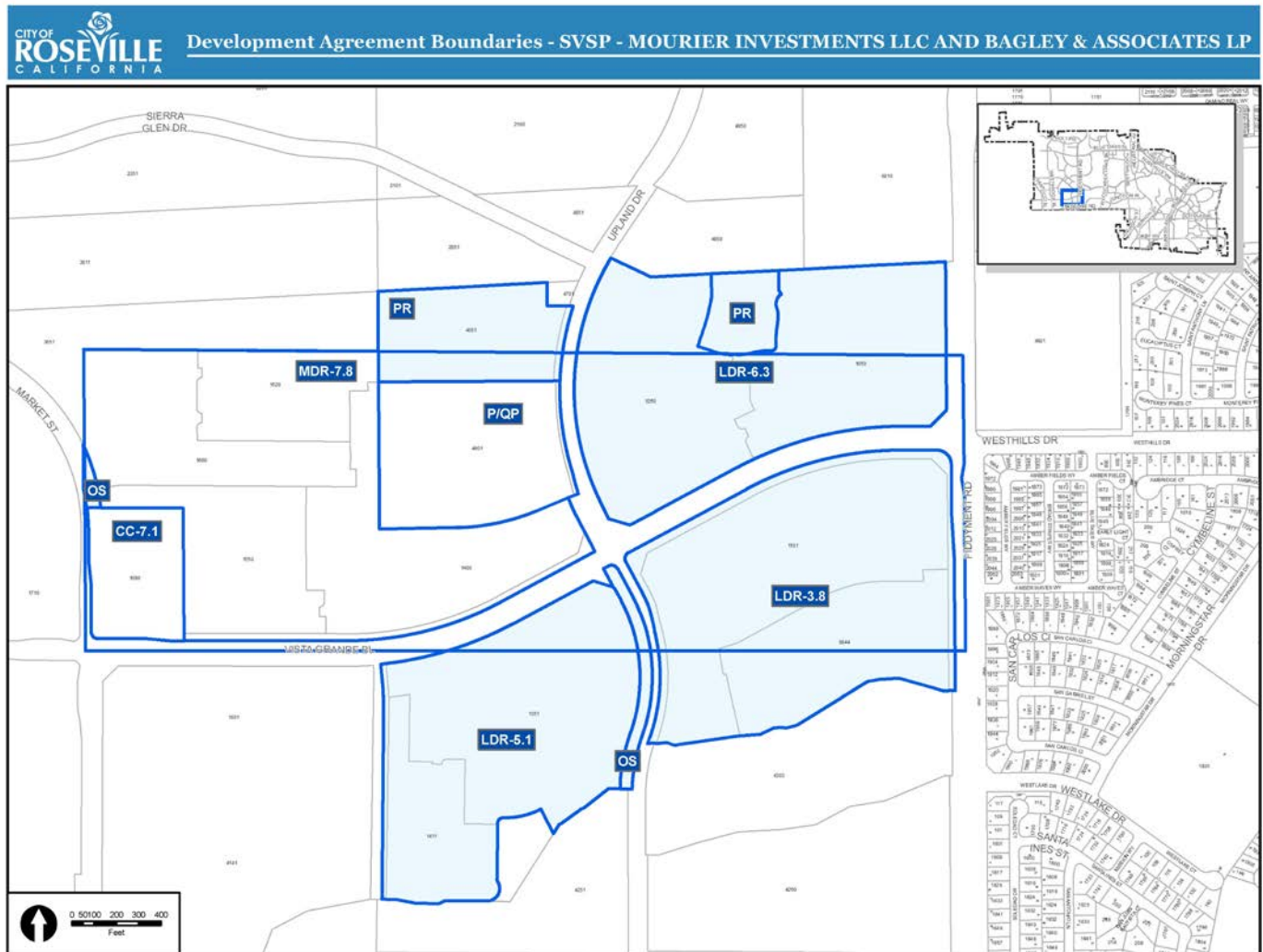
Bagley & Associates, L.P.
2139 S. Camino Real
Washington, Utah 84780

Current Agreement: Development Agreement by and between the City of Roseville and Mourier Investments, LLC and Bagley & Associates, L.P. to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Mourier Investments, LLC and Bagley & Associates, L.P.	June 18, 2010	30 Years	4835

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

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



**Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates
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Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner's property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Complete
Section	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

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

	completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Obligation Complete
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.

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Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.

Development Agreement Obligations <u>Not Complete</u> as of December 2017	
Section	2.1
Title	Permitted Uses
Obligation	The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements.
Department	Planning Division
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements
Obligation	Low Density Residential: 225 units on 45.0 net acres Medium Density Residential: 359 units on 39.9 net acres Community Commercial/Commercial Mixed use: 40 units on 5.7 net acres Park: 2.3 net acres Open Space: 1.2 net acres Schools: 12.0 net acres Right of Way: 16.5 net acres
Department	Planning Division
Status	Ongoing obligation
Section	2.6
Title	Affordable Housing
Obligation	Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provision by Participating Owners of affordable housing elsewhere within the Specific Plan, ten percent (10%) of the total residential units which are actually constructed within the Specific Plan are to be developed as affordable housing.
Department	Housing Department
Status	Obligation being developed in the Specific Plan.
Section	2.7.1
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

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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

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	transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division and Development and Operations Department
Status	Ongoing obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Development and Operations Department, Planning Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).

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Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	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 Development and Operations 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	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances not inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work:

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	• The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division

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Status	Improvement plans being conditioned – Ongoing obligation
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure

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	Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan..
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the 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.

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	Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of 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
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	shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF 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
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	and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. The parties acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans therefore, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner shall not be entitled to any reimbursement or credits toward the City's traffic mitigation fee for any costs associated with the design and/ or construction of collector roadways. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4

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Title	Timing of Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFO or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division and Public Works
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.5.7
Title	Traffic Signals

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Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard / Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the difference as a surcharge to 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

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	lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index

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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	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map , apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then- undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.

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Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound)

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	All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th

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	residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes
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	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 check, mapping and inspection costs as incurred by City for review, mapping and inspection of

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	such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site

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	water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard} facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties} that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the

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	Project which was based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be

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	demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B").

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	If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan concurrently with the construction of the road improvements described in Section 3.5 of this Agreement. Extensions into the neighborhoods will be completed with development of each neighborhood. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department

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Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities. As further disclosure Landowner shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City

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	property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	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,

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	together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10

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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 SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing Plan and with the City's then current Improvement Standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the

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	natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across 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	3.11.3
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

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	Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established:

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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	3.11.7
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

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	costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails
Obligation	Landowner shall dedicate to City a total of 2.3 acres of active park land and 1.18 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans) not constructed yet
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 2.3 acres of active neighborhood parkland and 1.18 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 2.3-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel MF-50 (partial); 2. A .26-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel JM-70; 3. A .32-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel JM-72;and; 4. A 0.6-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel JM-73 (partial). Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.

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Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. 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

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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
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
Status	Not constructed yet – Ongoing obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation

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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	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

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	a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas and consist of the following three parcels: 1. A 17.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel KT-80B; and; 2. A 4.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fuel breaks), and preservation of wetland habitat and open space, shown as Parcel KT-81.
Department	Engineering Division and Parks Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Engineering Division and Development and Operations Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), prior to any subdivision map approval or issuance of any building permit , to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division, City Attorney and School Districts
Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville

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	Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280 . The Public Benefit Fee for each high density residential unit shall be \$ 845 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if

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	the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51, JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51, KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work 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

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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	Development and Operations Department
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

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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	No District formed yet-Ongoing obligation
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below.

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	(f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 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
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	as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the

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	issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director. All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping;

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	3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan); 3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters; 3.19.2.9 Maintain flood control facilities including detention basins and created wetlands; 3.19.2.10 Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and 3.19.2.13 Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department
Status	No District formed yet-Ongoing obligation
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units,\$100 for HDR units, \$801 per acre for business professional land uses, and

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	\$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense,

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	all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymont Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians,

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	paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is
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Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

	located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub- stations) and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/ her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments
Status	Ongoing obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot

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	parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City.
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Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates 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 shall require such constructing third party to construct in accordance with City standards and the

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

	Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering (I think this part of the work Chris K. has been doing?)
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

	extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan - Mourier Investments and Computer Deductions
Development Agreement Implementation Matrix**

Owner Name: Mourier Investments, LLC
1430 Blue Oaks Bl., Ste 190
Roseville, CA 95747

Computer Deductions, Inc.
2701 Rattlesnake Road
Newcastle, CA 95658

Current Agreement: Development Agreement by and between the City of Roseville and Mourier Investments, LLC and Computer Reductions, Inc. to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Mourier Investments, LLC and Computer Deductions, Inc.	June 18, 2010	30 Years	4836

Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner'(s) property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.

Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

Development Agreement Obligations <u>Not Complete</u> as of December 2017					
Section	2.1				
Title	Permitted Uses				
Obligation	The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements.				
Department	Planning Division				
Status	Ongoing obligation				
Section	2.2				
Title	Vested Entitlements				
Obligation	Low Density Residential: 144 units on 28.9 net acres High Density Residential: 138 units on 6.1 net acres Community Commercial/Business Professional: 15.1 net acres Park: 8.3 net acres Open Space: 16.0 net acres Open Space (paseo): 0.9 net acres Well Site: 0.3 net acres Right of Way: 47.2 net acres				
Department	Planning Division				
Status	Ongoing obligation				
Section	2.6				
Title	Affordable Housing				
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 138 units affordable to very low, low to middles income households. 40% for very low income households 40% for low income households 20% for middle income households				
Department	Housing Department				
Status	Obligation current - Not developed yet				
Section	2.6.1.1				
Title	Multi Family Affordable Rental Units Affordable Obligation				
Obligation	Landowner agrees that 138 units will be reserved as detached and/or single family residential units affordable to middle-income purchasers as follows:				
	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	JM-30	138	138	69	69
Department	Housing Department				
Status	Obligation current - Not developed yet				
Section	2.6.1.4				
Title	Community Facilities Districts				
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.				

Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

Department	Finance Department
Status	District not formed yet-Ongoing obligation
Section	2.6.1.5
Title	In Lieu-Fee Affordable Housing
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.
Department	Housing Department
Status	Ongoing obligation
Section	2.7.1
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.

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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 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

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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	No District formed yet – Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Development and Operations Department, Planning Division and Finance Department
Status	No District formed yet – Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division and Development and Operations 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	Landowner to pay all required payments of development, connection or mitigation fees

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	at the time and in the amount specified by the City. Ongoing obligation
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances net inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure.

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	As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Ongoing obligation
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville

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	Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation

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Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan.

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	Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such
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	improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference
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	of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner
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	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 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

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Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner' s Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee.

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	Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard / Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division 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

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Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map, apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional

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	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
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

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	Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at
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	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-tum lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-tum lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-tum onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation

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	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

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Status	Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.5

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Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard} facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the

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	SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project which was based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to

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	the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation

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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 Owners, including Landowner, shall contribute the SVSP share of the costs for Segment

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	A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan concurrently with the construction of the road improvements described in Section 3.5 of this Agreement. Extensions into the neighborhoods will be completed with development of each neighborhood. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities. As further disclosure Landowner shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities

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	(including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to 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

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	forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water

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	Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.

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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	3.11.3
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	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

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	permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails
Obligation	Landowner shall dedicate to City a total of 8.3 acres of active park land and 16.88 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation

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Status	Ongoing obligation (Alt Trans)
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 8.3 acres of active neighborhood parkland, 0.88 acres open space paseo and 16.0 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 5.7-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel JMG-50 (partial); 2. A 2.6-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel JM-51; 3. A 0.88-acre, more or less, portion of the Property for the purposes of an open space paseo, shown as Parcel JM-71; 4. A 0.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-80; 5. A 6.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-81; 6. A 2.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-82;and 7. A 6.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-83. Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1

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Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub-phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, according to the park financing plan for the SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements

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Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of such utility stubs. The cost of this work has been accounted for in the Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.
Department	Parks Department

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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 the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction

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Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas and consist of the following four parcels:

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	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 Development and Operations Department
Status	No dedications as yet – ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), prior to any subdivision map approval or issuance of any building permit , to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division, City Attorney and School Districts

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Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280 . The Public Benefit Fee for each high density residential unit shall be \$ 845 . Pursuant to

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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	No District formed yet – Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51, JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51, KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work 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

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	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	Development and Operations Department
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.

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	Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably

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	consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe
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	shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to

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	service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director. All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts

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	or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping);
3.19.2.5	Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping;
3.19.2.6	Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR;
3.19.2.7	Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan);
3.19.2.8	Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters;
3.19.2.9	Maintain flood control facilities including detention basins and created wetlands;
3.19.2.10	Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;
3.19.2.11	Maintain fire breaks within open space areas;
3.19.2.12	Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
3.19.2.13	Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department
Status	No District formed yet-Ongoing obligation
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the

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	requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units, \$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land not annexed into CFD 3 yet – Ongoing obligation
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that 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	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.

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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
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	impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub- stations)and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/ her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments
Status	Ongoing obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and

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	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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Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

	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.
Department	Engineering and Building Division

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Status	Ongoing obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.

Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

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 - Mourier Investments & Wealth Properties
Development Agreement Implementation Matrix**

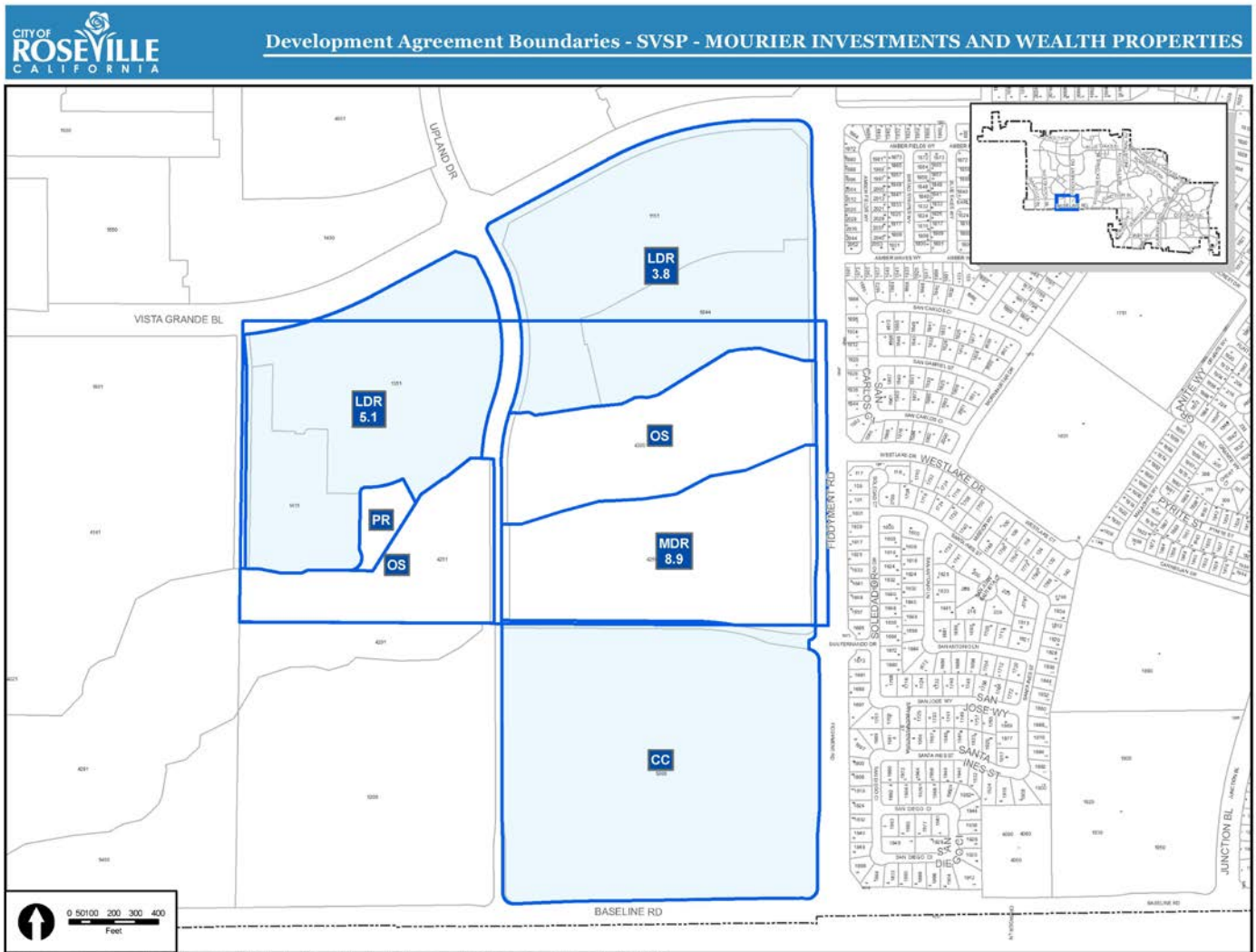
Owner Name: Mourier Investments, LLC
1430 Blue Oaks BL., Ste 190
Roseville, CA 95747

Current Agreement: Development Agreement by and between the City of Roseville and Mourier Investments LLC and Wealth Properties, Inc. to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Mourier Investments, LLC and Wealth Properties, Inc.	June 18, 2010	30 Years	4837

Sierra Vista Specific Plan - Mourier Investments & Wealth Properties Development Agreement Implementation Matrix

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



**Sierra Vista Specific Plan - Mourier Investments & Wealth Properties
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner'(s) property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 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

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	completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Obligation Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Complete

Development Agreement Obligations <u>Not Complete</u> as of December 2017	
Section	2.1
Title	Permitted Uses
Obligation	The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements.
Department	Planning Division
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements
Obligation	Low Density Residential: 145 units on 29.1 net acres Medium Density Residential: 168 units on 18.7 net acres Park: 1.5 net acres Open Space: 25.6 net acres

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	Open Space (paseo): 0.8 net acres Right of Way: 47.2 net acres
Department	Planning Division
Status	Ongoing obligation
Section	2.6
Title	Affordable Housing
Obligation	Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provision by Participating Owners of affordable housing elsewhere within the Specific Plan, ten percent (10%) of the total residential units which are actually constructed within the Specific Plan are to be developed as affordable housing.
Department	Housing Department
Status	Obligation to be developed in the Specific Plan
Section	2.7.1
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

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	preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division and Development and Operations Department
Status	Ongoing obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement.

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	Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Development and Operations Department, Planning Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division and Development and Operations 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.

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Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City. Ongoing obligation
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances not inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	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

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	Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties

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	remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape 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

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	based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building
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	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 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
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	property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner
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	is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. The parties acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans therefore, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner shall not be entitled to any reimbursement or credits toward the City's traffic mitigation fee for any costs associated with the design and/ or construction of collector roadways. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of 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.

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Department	Public Works
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner' s Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which

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	time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard / Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation

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Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map, apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	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

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	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
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

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	Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at
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	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 Mitigation

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	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

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Status	Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement

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Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard) facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied.

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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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project which was based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will

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	negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement

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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	3.8.8
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,

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	Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to 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	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled

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	water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing obligation

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Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing Plan and with the City's then current Improvement Standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric

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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	3.11.3
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

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	the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department.

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	2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks and Open Space
Obligation	Landowner shall dedicate to City a total of 1.5 acres of active park land and 26.4 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans), not constructed yet
Section	3.12.1
Title	Park and Open Space Dedications

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Obligation	Landowner shall dedicate to City a total of 1.5 acres of active neighborhood parkland, 0.8 acres open space paseo and 25.6 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 1.5-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel JM-52; 2. A 0.8-acre, more or less, portion of the Property for the purpose of an open space paseo shown as Parcel JM-73 (partial); 3. A 10.4-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-84; and 4. A 15.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-85. Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing

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Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub-phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, according to the park financing plan for the SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of such utility stubs. The cost of this work has been accounted for in the Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent

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	park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
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.

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	Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space 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

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	open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas and consist of the following two parcels: 1. A 10.4-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks and preservation of wetland habitat and open space, shown as Parcel JM-84; and 2. A 15.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-85.
Department	Engineering Division and Parks Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 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

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	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 Development and Operations Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), prior to any subdivision map approval or issuance of any building permit , to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division, City Attorney and School Districts
Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building

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	permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	Finance-No District formed yet – Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280 . The Public Benefit Fee for each high density residential unit shall be \$ 845 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance-No District formed yet – Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
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),

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	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	3.15
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	Development and Operations Department
Status	Ongoing obligation

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Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this

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	Agreement.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale

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	or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any
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	property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet - Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	No District formed yet - Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet - Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director.

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	All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet-Ongoing obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet - Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR;

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	3.19.2.7	Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan);
	3.19.2.8	Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters;
	3.19.2.9	Maintain flood control facilities including detention basins and created wetlands;
	3.19.2.10	Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;
	3.19.2.11	Maintain fire breaks within open space areas;
	3.19.2.12	Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
	3.19.2.13	Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department	
Status	No District formed yet-Ongoing obligation	
Section	3.19.3	
Title	Public Parcel Exclusion	
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.	
Department	Finance Department	
Status	Ongoing obligation	
Section	3.20.1.1	
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit	
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units,\$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.	

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Department	Finance Department
Status	Land not annexed into CFD No. 3 yet - Ongoing obligation
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the

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	Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymont Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses.

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	5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner,
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	including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub- stations)and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/ her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments
Status	Ongoing obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and

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	issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-
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Sierra Vista Specific Plan - Mourier Investments & Wealth Properties Development Agreement Implementation Matrix

	residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of

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	such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering Division
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the

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	monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

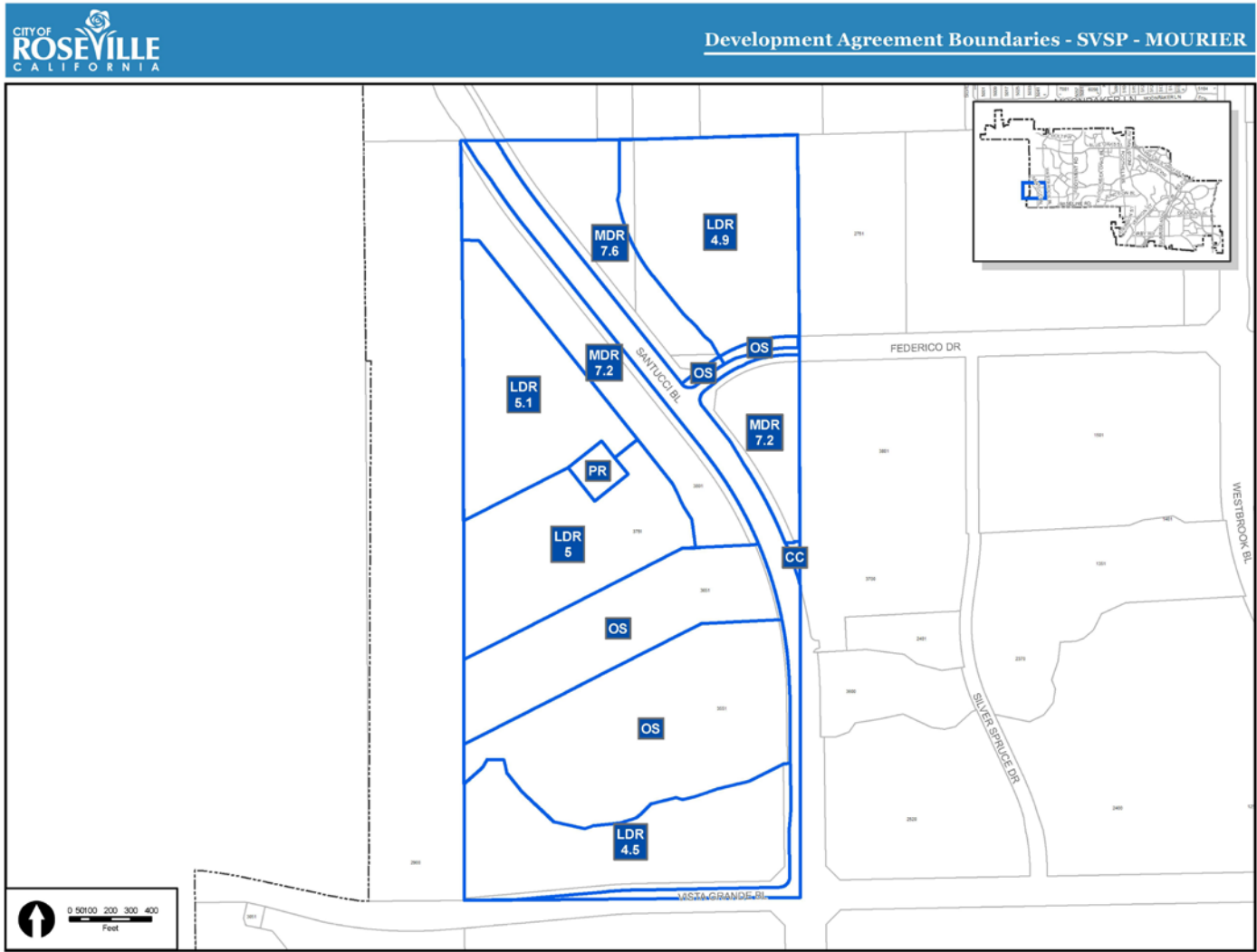
Owner Name: Mourier Investments, LLC
1430 Blue Oaks Bl., Ste 190
Roseville, CA 95747

Current Agreement: Development Agreement by and between the City of Roseville and Mourier Investments, LLC to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Mourier Investments, LLC	June 18, 2010	30 years	4834

Sierra Vista Specific Plan – Mourier Investments, LLC Development Agreement Implementation Matrix

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



**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner's property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently

Sierra Vista Specific Plan – Mourier Investments, LLC

Development Agreement Implementation Matrix

	desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.

Development Agreement Obligations <u>Not Complete</u> as of December 2017			
Section	2.1		
Title	Permitted Uses		
Obligation	The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements.		
Department	Planning Division		
Status	Ongoing obligation		
Section	2.2		
Title	Vested Entitlements		
Obligation	Low Density Residential: 308 units on 61.8 net acres Medium Density Residential: 197 units on 22.0 net acres Community Commercial: 0.1 net acres Park: 1.0 net acres Open Space: 37.1 net acres Open Space (paseo): 0.8 net acres Right of Way: 17.3 net acres		
Department	Planning Division		
Status	Ongoing obligation		
Section	2.6		
Title	Affordable Housing		
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 34 units affordable to very low, low to middles income households. 40% for very low income households 40% for low income households 20% for middle income households		
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1		
Title	Affordable Purchase Residential Units		
Obligation	Landowner agrees that 34 units will be reserved as detached and/or single family residential units affordable to middle-income purchasers as follows:		
	Parcel	Total Units in Parcel	Middle Income Purchase Units
	CO-20	84	34
Department	Housing Department		
Status	Ongoing obligation - Not developed yet		
Section	2.6.1.1		
Title	Required Agreements		
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into an Affordable Housing Agreement for such residential purchase units affordable to middle income households.		

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Department	Housing Department
Status	Ongoing obligation - Not recorded yet
Section	2.6.1.2
Title	Content
Obligation	The Affordable Housing Agreement shall, for each such residential lot subdivision, the distribution of the affordable housing units within the subdivision and includes specific requirements for marketing of affordable purchase units, inclusion or modification of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation.
Department	Housing Department
Status	Not recorded yet – Ongoing obligation
Section	2.6.1.5
Title	In Lieu-Fee Affordable Housing
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.
Department	Housing Department
Status	Ongoing obligation
Section	2.6.1.6
Title	Community Facilities Districts
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	2.7.1
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.

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	In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	2.7.2.3
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.

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Department	Engineering Division and Development and Operations Department
Status	Ongoing obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Development and Operations Department, Planning Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including

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	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 Development and Operations 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	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances not inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public

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	improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Ongoing obligation
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase.

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	• Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector

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	roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and

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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 and south of
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	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. <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

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	manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division and Public Works
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress

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	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
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. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$12,500,

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	\$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map, apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then- undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department

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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 (Alt Trans)
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads

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	shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard) facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the

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	construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project which was based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and

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	Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations

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	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 the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on

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	behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan concurrently with the construction of the road improvements described in Section 3.5 of this Agreement. Extensions into the neighborhoods will be completed with development of each neighborhood. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the

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	appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities. As further disclosure Landowner shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 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

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	dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and

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	other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan

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	as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing Plan and with the City's then current Improvement Standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall

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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	3.11.3
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

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	electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the

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	time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks and Open Space
Obligation	Landowner shall dedicate to City a total of 1.0 acres of active park land and 37.87 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from

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	single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 1.0 acres of active neighborhood parkland, 0.77 acres open space paseo and 37.1 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 1.0-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel CO-50; 2. A .25-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel CO-70; 3. A .52-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel CO-71; 4. A 14.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel CO-80; and; 4. A 22.9-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel CO-81. Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees.

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	The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub-phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, according to the park financing plan for the SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of

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	such utility stubs. The cost of this work has been accounted for in the Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5

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Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and

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	construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas and consist of the following three parcels: 1. A 17.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland

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	habitat and open space, shown as Parcel KT-80B; and; 2. A 4.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fuel breaks), and preservation of wetland habitat and open space, shown as Parcel KT-81.
Department	Engineering Division and Parks Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Engineering Division and Development and Operations Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), prior to any subdivision map approval or issuance of any building permit , to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division, City Attorney and School Districts
Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of

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	any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280 . The Public Benefit Fee for each high density residential unit shall be \$ 845 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be

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	conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51, JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51, KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.9
Title	Weed Abatement on P/QP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.

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Department	Parks Department
Status	Ongoing obligation
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Development and Operations Department
Status	Ongoing obligation
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	No District formed yet – Ongoing obligation

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Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of

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	bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 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
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	CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet - Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet - Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director. All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall

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	be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring

Sierra Vista Specific Plan – Mourier Investments, LLC Development Agreement Implementation Matrix

	phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan);
3.19.2.8	Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters;
3.19.2.9	Maintain flood control facilities including detention basins and created wetlands;
3.19.2.10	Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;
3.19.2.11	Maintain fire breaks within open space areas;
3.19.2.12	Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
3.19.2.13	Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department
Status	No District formed yet-Ongoing obligation
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units, \$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land not annexed into CFD No. 3 yet – Ongoing obligation
Section	3.20.2

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Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing obligation

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Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymont Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers.

Sierra Vista Specific Plan – Mourier Investments, LLC Development Agreement Implementation Matrix

	6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District.
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Sierra Vista Specific Plan – Mourier Investments, LLC Development Agreement Implementation Matrix

	If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub-stations) and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments
Status	Ongoing obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of

**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

	the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for
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**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

	which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage

Sierra Vista Specific Plan – Mourier Investments, LLC Development Agreement Implementation Matrix

	improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering (I think this part of the work Chris K. has been doing?)
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

**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

	with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
Development Agreement Implementation Matrix**

Owner Name: Westpark S.V. 400, LLC
1420 Rocky Ridge Dr., Ste 265
Roseville, CA 95661

Current Agreement: Development Agreement by and between the City of Roseville and Westpark S.V. 400, LLC to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Westpark S.V. 400, LLC	June 20, 2012	30 Years	5079
Amendment #1	May 4, 2016		5681

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2017					
Section	2.6.1				
Title	Affordable Purchase Residential Units #1 Amendment – Ord. #5681				
Obligation	Landowner agrees that 41 units will be reserved as detached and/or single family residential units affordable to middle income purchasers as follows:				
	Parcel	Total Units in Parcel		Middle Income Purchase Units	
	WB-20	162		29	
	WB-21	65		12	
	Total	227		41	
	Amendment #1 Section 2.6.1 of the DA is deleted in its entirety, with Landowner's agreement, as set forth in Section 2.6.2, that the forty-one (41) middle income purchase unit obligation on PCL WB-20 and WB-21 is being transferred from PCL WB-20 and WB-21 to PCL WB-30 and WB-32 as rental unit obligation for forty-one (41) low income households.				
Department	Housing Department				
Status	Obligation transferred - complete				
Section	2.6.2.1				
Title	Multi Family Affordable Rental Units #1 Amendment – Ord. #5681 – deleted obligation				
Obligation	Landowner agrees that 162 affordable rental units will be reserved within the property, including 81 units for rental to very low income households and 81 units for rental to low income households as follows:				
	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	WB-33	162	162	81	81
Department	Housing Department				
Status	WB-33 was removed as an obligation in 1st amendment				
Section	2.7.2				
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				

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
Development Agreement Implementation Matrix**

	Santucci Boulevard by others north of the northern property line of Parcel WB-30, which extension area shall reflect the ultimate right-of-way width plus fifty (50) feet.
Department	Engineering Division / Environmental Coordinator
Status	Complete
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map, apportioned to participating owners on a pro-rate basis based on acreage. Landowner's pro-rata share, based on 397.4 acres as the numerator and 2, 024.0 acres as the denominator (397.4 + 1,626.6 for the SVSP) is 19.63%, or a total of \$7,852.
Department	Engineering Division and Alternative Transportation
Status	complete (Alt Trans)
Section	3.14.9
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with other SVSP property owners and pay its fair share, in the amount of \$1,464.00, of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the Property.
Department	IT Department and Engineering Division
Status	Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency.

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	More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	District formed – Obligation complete
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.
Department	Finance Department
Status	District formed-Obligation complete
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Acquisition Agreement approved by council 7/2/14 (Reso.14-292) (original Agreement approved 6/18/14 Reso. 14-269)
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.

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Department	Finance Department
Status	Obligation complete-District formed

Development Agreement Obligations <u>Not Complete</u> as of December 2017	
Section	2.1
Title	Permitted Uses
Obligation	The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements.
Department	Planning Division
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements #1 Amendment – Ord. #5681
Obligation	Low Density Residential: 705 units on 141.0 Net Acres Low Density Residential: 483 units on 93.2 Net Acres Low Density Residential/Age Restricted: 493 units on 91.6 Net Acres Medium Density Residential: 635 units on 79.4 Net Acres Medium Density Residential: 433 units on 56.4 Net Acres High Density Residential: 689 units on 27.5 Gross Acres High Density Residential: 620 units on 24.1 Gross Acres Community Commercial: 36.5 Gross Acres Community Commercial: 24.5 Gross Acres Community Commercial /Commercial Mixed Use: 6.2 Gross Acres Community Commercial /Commercial Mixed Use: 0.00 Gross Acres Park: 15.5 Gross Acres Park: 14.6 Gross Acres Open Space 36.3 Gross Acres Open Space 36.6 Gross Acres Schools: 10.0 Gross Acres Water Treatment / Well Site: 0.3 Gross Acres Lift Station: 0.8 Gross Acres Right of Way /Landscape Corridors: 43.6 Gross Acres Right of Way /Landscape Corridors: 45.3 Gross Acres
Department	Planning Division
Status	Ongoing obligation
Section	2.6
Title	Affordable Housing
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 203 units affordable to very low, low to 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

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Title	Required Agreements			
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into an Affordable Housing Agreement for such residential purchase units affordable to middle income households.			
Department	Housing Department			
Status	Not recorded yet – Ongoing obligation			
Section	2.6.1.2			
Title	Content			
Obligation	The Affordable Housing Agreement shall, for each such residential lot subdivision, the distribution of the affordable housing units within the subdivision and includes specific requirements for marketing of affordable purchase units, inclusion or modification of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation.			
Department	Housing Department			
Status	Not recorded yet – Ongoing obligation			
Section	2.6.1.5			
Title	In Lieu-Fee Affordable Housing			
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.			
Department	Housing Department			
Status	Ongoing obligation			
Section	2.6.1.6			
Title	Community Facilities Districts			
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.			
Department	Finance Department			
Status	Ongoing obligation			
Section	2.6.2			
Title	Multi Family Affordable Rental Units #1 Amendment – Ord. #5681			
Obligation	Landowner agrees that three hundred and sixty-five (365) affordable rental units, including one hundred and sixty-two(162) affordable rental units transferred from Parcel W-16 in the West Roseville Specific Plan, and forty-one (41) middle income purchase units transferred from Parcels WB-20 and WB-21, will be reserved within the Property, consisting of one hundred and four (104) units for rental to very low income households and two hundred and sixty-one (261) units for rental to low income households, as follows:			
	Parcel	Total Units in Parcel	Low Income Rental Units	Very Low Income Units
	WB-30	237	169	68
	WB-32	128	92	36
	Total	365	261	104
Department	Housing			
Status	Ongoing obligation - Not developed yet			
Section	2.6.2.4			
Title	Community Facilities Districts			
Obligation	City shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to a Regulatory Agreement (or applicable City approved form).			

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	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	2.7.1
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	2.7.2.2
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

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	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	Development and Operations Department, Planning Division and Finance Department
Status	CFD formed-Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee, apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.

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Department	Engineering Division and Development and Operations 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	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances not inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure

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	master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One phased Large Lot Tentative Map ("LLM") shall be prepared for the entire Project, allowing phasing of the final map ("Large Lot Final Map"). Large Lot Final Maps can record independent of the others. Consistent with Section 3.5.4.2 below, security shall only be required for recordation of small lot subdivision maps. Future public lands for the well site, sewer lift station and parks shall be dedicated to the City on the face of each Large Lot Final Map as an irrevocable offer to dedicate ("IOD"). With the recordation of the first Final Map, the Landowner shall grant to City separate IODs for (1) rights-of-way ("RoW") for all arterial roadways and open space parcels within the Project, (2) public utility easements ("PUEs") consisting of twenty-five (25) feet adjacent to RoW dedications, and (3) temporary construction easements ("TCEs")

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	covering the combined width of the RoW, PUEs, IODs and open space parcels (subject to any conditions in the 404 Permit). City shall have the right to accept TCEs on behalf of or for use by any third party developer(s), subject to such third parties executing a right of entry agreement, including indemnification provisions, acceptable to Landowner, which acceptance shall not be unreasonably withheld. At the time of recordation of any Final Map including properties west of Westbrook Boulevard, or at such time as properties east of Westbrook Boulevard are required to install the on-site drainage facilities located on Parcel WB-80, Landowner shall grant to City, either on the Final Map or as a separate instrument, an IOD for a separate easement and right to construct the outfall and storm water treatment swale on the east side of Parcel WB-31. The size and width of the easement shall be determined with the approved design of the drainage facilities as provided for in Section 3.10.2.1 below. City shall accept all RoW and PUE IOD's subject to improvement. IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Monitoring Phase monitoring is complete. Upon issuance of a Certificate of Completion ("COC") for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications. The City is not obligated to accept land dedications for future P I QP, Open Space, Park, or other public improvements until the frontage improvements to such land dedications are completed. Furthermore, Open Space Preserve Area acceptance shall take place as described in Section 3.12.11.1 and the City's Open Space Preserve Overarching Management Plan. Except as provided in Section 3.12.9 below, maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the

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	Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligations. Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Except as provided below in Section 3.5.2, Landowner's frontage obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 6- of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections and driveways to accommodate turn lanes and bus turnouts as may be required by the City Engineer (collectively "Frontage Improvements"). Auxiliary lanes, turn flares, accel / decel lines, tapers, transition lanes, widening at driveways and bus turnouts shall be constructed by Landowner in, and encroach into, the public utility easement /landscape easement corridors per the Specific Plan. The area within which such Frontage Improvements are to be located shall be referred to herein as Landowner's frontage. Unless specifically identified within this Agreement, Landowner shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required Frontage Improvements along arterial roadways, or for any residential and/ or collector roadway improvements. Except as set forth below, installation of median landscaping and median curbing shall be constructed concurrent with roadway construction. Landscaping and sidewalks adjacent to roadways may be constructed concurrent with the development of adjacent parcels. Paseo and Bike trail connections will be constructed consistent with Sections 3.12.7 and 3.12.9, respectively, of this Agreement.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways as set forth in Section 3.3.1 above. Arterial roadways wholly within and adjacent to the Project are Santucci Boulevard, Westbrook Boulevard, and Pleasant Grove Boulevard. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final 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

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	3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Pleasant Grove Boulevard. Landowner shall construct the Frontage improvements, as defined in Section 3.5.1, as well as the adjacent inside lane, i.e., the CIP Improvements, for the south side of Pleasant Grove Boulevard from the eastern property line of Parcel WB-6 to the eastern property line of Parcel WB-31, and the Frontage Improvements as well as the adjacent inside lane, i.e., the CIP Improvements, for the northern and southern side of Pleasant Grove Boulevard from the eastern property line of Parcel WB-31 to Santucci Boulevard. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional inside lane pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to the building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Pleasant Grove Boulevard Frontage Improvements may be constructed in phases to form a continuous roadway from east to west. Each phase of such Pleasant Grove Boulevard Frontage Improvements shall be triggered upon on-site development of the specific parcels adjacent to the roadway. Limits of construction shall be determined by the Public Works Department at such time as Landowner submits sub-phasing plans as provided for in Section 3.3. (b) Westbrook Boulevard. Landowner shall construct both outside Frontage Improvements as defined in Section 3.5.1, as well as the adjacent inside lane, i.e., the CIP Improvements, on each side of Westbrook Boulevard. 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
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	Agreement (DIA) for a portion of paved lanes and frontage improvements on the opposite side of the street. Limits of construction phases of Westbrook Boulevard shall be determined by the Public Works Department at such time as Landowner submits sub-phasing plans as provided for in Section 3.3. (c) Santucci Boulevard. Landowner shall be obligated to construct its easterly Frontage Improvements, as defined in Section 3.5.1, from the southern boundary of Phase F to the northern boundary of Parcel WB-30. Landowner shall construct the westerly Frontage Improvements from the southern boundary of Phase G to Mountain Glen Drive. North of the Mountain Glen Drive intersection, in lieu of Frontage Improvements on the west side of Santucci Boulevard, Landowner shall construct a transition to the east side and construct the first inside lane on the eastern side of Santucci Boulevard adjacent to the Frontage Improvements up to the northern boundary of Parcel WB-30. Payment by City to Landowner for Santucci Boulevard CIP improvements shall be limited to the cost of construction of the first inside lane on the eastern side of Santucci Boulevard adjacent to the Frontage Improvements north of the northern boundary of Parcel WB-62 to the northern boundary of Parcel WB-30. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional inside lane pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to the building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Santucci Boulevard Frontage Improvements may be constructed in phases to form a continuous roadway from north to south or south to north. Each phase of such Santucci Boulevard Frontage Improvements shall be triggered upon on-site development of the specific parcels adjacent to the roadway. Between the southerly boundaries of Phase F to Mountain Glen Drive, construction shall include the full grading of the ultimate roadway section and the construction of a 4-lane road section of the ultimate 6-lane roadway, including 38-foot landscape median and frontage improvements on both sides, or, at the discretion of the Public Works Director, a Deferred Improvement 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

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	manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division and Public Works
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals as shown on Exhibit "I" and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals set forth in Exhibit "I", for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, as defined in Section 3.5.2 above. Landowner shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions set forth in this Section 3.5.7. City shall be responsible to install mast arms, signals and signal controllers when they are needed. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for

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	any traffic signal improvements constructed by Landowner under this Section 3.5.7, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to reimbursements and / or credits toward the appropriate City traffic mitigation fee for the design and construction of public traffic signals and/or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation

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Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.13
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

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Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.17
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.18
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.19
Title	Bus Transfer Station
Obligation	The location of the bus transfer station in the southwestern portion of Parcel WB-41 shall be consistent with the location shown in the Specific Plan. The design of the bus transfer station shall be determined in the subsequent entitlements for Parcel WB-41. The bus transfer station shall include bus turnouts, shelters, bike lockers, park and ride spaces for 35 vehicles, and utility stubs for electric and phone service to the bus shelter site, as well as water and sewer stubs to accommodate a drinking fountain only at the bus transfer station, as determined by City at the time of approval of subsequent entitlements for Parcel WB-41, provided, however, that such utility stubs shall exclude any public bathroom at the bus transfer station. Connection charges for such a drinking fountain shall be paid by City. City shall also pay the costs of the bus shelter(s) at the bus station site. Landowner shall provide to City a public access easement for the bus transfer station site and dedicated bus lanes on the southern portion of Parcel WB-41. The City shall be 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	Not completed. Pending DRP submittal. – Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities as described in this Section, the Phasing Plan. In the event that the WRSP has not constructed sewer facilities necessary to serve the Property, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein. Landowner shall, subject to the provisions of Section 2.8 of this Agreement, be solely responsible for obtaining easements and rights-of-way that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein and as shown on Exhibit "J", Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.1
Title	Lift Station Site
Obligation	Landowner shall, at is expense, design and construct the sewer lift station (PCL WB-62). Construction of such sewer lift station shall be consistent with the Sanitary Sewer Master Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.2
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.3
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.4
Title	Access to Manholes
Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.5
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located

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	within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.6
Title	Wastewater Facilities Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties whose property is benefited by Landowner's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5 and Section 4.2. For properties outside of the Plan Area, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party /benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.7
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard} facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	Landowner shall dedicate to City Parcel WB-61 for one (1) groundwater well at the approximate location shown on Exhibit "L". The City shall be responsible for the construction of a monitoring well for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring well Landowner will provide City and its contractor's access to and within the location of

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	the well site to enable City to install the monitoring well to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well location identified within the Project shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate the well site within the Project until these objectives are satisfied. Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. The well shall be drilled prior to the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for the well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project which was based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project.

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	Upon construction of the dwelling units in the Plan Area that cumulatively utilize 50% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities as shown on Exhibit "N". In the event that the WRSP has not constructed water lines necessary to serve the Project, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the Project consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein.
Department	Environmental Utilities Department
Status	Ongoing obligation

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Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	There are water facilities to be constructed in the SVSP for which Landowner has a construction obligation only if City determines the facilities are required to serve the Project, and if Landowner is not obligated to construct, Landowner is obligated to pay its pro-rata share of the costs of such water facilities, as provided in this Section 3.8.3. There are other water facilities which either Landowner or participating SVSP landowners may construct, the costs of which construction are subject to reimbursement to the constructing party, as set forth in Section 3.26 below (where reimbursement is by Landowner to constructing third parties), or in Section 4.2 below (where reimbursement is from third parties to Landowner). Finally, there are other water facilities to be constructed by Landowner which the City may in the future determine are eligible for reimbursement from third parties excluding other landowners in the SVSP (but not excluding the Urban Reserve). Reimbursement for water facilities under this Agreement shall be pro-rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 3.26 and Section 4.2 of this Agreement. Exhibit "0-1" sets forth reimbursements for infrastructure between Landowner and parties within the SVSP and the Urban Reserve assuming no other third parties benefit from water line segments W1 through W8 (Segment W14 is addressed in Section 3.26) shown thereon, with reimbursement from third parties excluding other landowners in the SVSP (but not excluding the Urban Reserve) to be determined by City for water line segments W11 through W13. Exhibit "0-2" sets forth reimbursement for certain water lines between Landowner, the SVSP, the Urban Reserve, and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect to or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymont Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Property, the Urban Reserve property, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymont Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, the Property, or the Urban Reserve, then SVSP landowners, but not including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments as set forth in Exhibit "H" to the SVSP development agreements provided that reimbursement to constructing landowners for costs of construction for such segments shall reflect the percentage shares in Exhibits "0-1". In the event SVSP landowners (other than Landowner) construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside 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

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	be, the percentage shares of the SVSP, the Property and Urban Reserve set forth in Exhibit "0-1" shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Project proceeds with development prior to the SVSP, and the City determines that the Baseline Road 24" Water Line is required to serve the Project, Landowner shall construct all or a portion of the Baseline Road 24" Water Line, and the SVSP landowners (excluding Landowner) shall contribute the SVSP share of the costs of the Baseline Road 24" Water Line, as set forth in Exhibits "0-1" and "BB". If City determines that the Baseline Road 24" Water Line is not required to serve the Project, Landowner shall be required to connect to or construct the necessary water lines within the WRSP and will not be required to construct all or a portion of the Baseline Road 24", Waterline, and Landowner shall be responsible for Landowner's share of the costs of the applicable sections of the Baseline Road 24" water line, as set forth in Exhibits "0-1", "BB" and "CC," and in Section 3.26 below, based on estimates set forth in Exhibit "CC" to this Agreement, adjusted by the CCI from January 12, 2012, the Effective Date of SVSP development agreements, to the date of payments as set forth in Section 3.26, until such time as the Baseline Road 24" Water Line is constructed by others, after which time reimbursement by Landowner for Landowner's share of such costs for large lots (as provided for in Section 3.26) developed after the Baseline Road 24" Water Line is constructed shall be based on actual costs pursuant to submitted invoices approved by City. In the case where the Baseline Road 24" Water Line has not yet been constructed by others at the time Landowner proceeds to develop portions of the Property, payment by Landowner of its share of such water line costs for a particular large lot parcel (as provided in Section 3.26) based on estimates in Exhibit "CC" to this Agreement, adjusted by the CCI from January 12, 2012, the Effective Date of the SVSP development agreements, to the date of payments as set forth in Section 3.26 shall satisfy in full the share of the cost of the Baseline Road 24" Water Line allocated to the particular large lot parcel(s) prior to construction of such water line. If the PVSP or RUSP proceed with development prior to Landowner, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and Landowner shall contribute its share of the costs as determined by City, in consultation, with PCWA, of applicable segments of the Baseline Road 24" Water Line as set forth in Exhibit 0-2. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party, as set forth in Section 3.26 or Section 4.2, depending on the reimbursing party or parties (i.e., Landowner or SVSP landowners). With respect to the 12" waterline to be installed in Pleasant Grove Boulevard between Westbrook Boulevard and the eastern edge of Parcel WB-31 (water line segment W13 as shown in Exhibit "0-1"), if the WRSP developer(s) constructs such waterline, third parties, including Landowner but excluding other SVSP landowners (but not excluding 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

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Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan concurrently with the construction of the road improvements described in Section 3.5 of this Agreement. Extensions into the neighborhoods will be completed with development of each neighborhood. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities. As further disclosure Landowner shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation. (See Section 3.24)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9

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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 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

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	(iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.4

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Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game.

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	Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing Plan and with the City's then current Improvement Standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.2.1
Title	Detention Basin; Water Quality Outfall Swale #1 Amendment – Ord. #5681
Obligation	In the event that construction of the most westerly permanent detention basin within Phase 4 of the Westpark portion of the West Roseville Specific Plan has been completed, Phase E of the Project can proceed to develop utilizing excess capacity within that detention basin. In the event that the most westerly permanent detention basin within Phase 4 of the Westpark portion of the West Roseville Specific Plan has not been constructed at the time that Landowner seeks to proceed with development of Phase E of the Project, Landowner shall construct the on-site detention facility located on Parcel WB-80 in order for development of Phase E to proceed. Prior to the development of any property west of Westbrook Boulevard, Landowner shall construct the detention basin within Parcel WB-80 and the water quality swale flowing north of Pleasant Grove Boulevard into Parcel WB-80, as identified in the Master Drainage Plan for the Project. The final design and land dedication requirements of the detention basin and the water quality facility shall be determined based upon the then current City Standards and applicable 404 permits. The construction of the drainage outfall and water quality facility shall include the relocation of the existing outfall structure, and all appropriate fencing, an asphalt utility access road on the east side of the drainage swale, a utility vehicle turnaround, and two (2) concrete utility access ramps to access the bottom of the swale. To the extent that the access road to the water quality facility has not already been constructed by the adjacent landowner in the West Roseville Specific Plan, Landowner shall construct such access road, to the bottom of the swale, per City Standards, subject to reimbursement from the adjacent landowner in the West Roseville Specific Plan. <u>Amendment #1</u> In the event that construction of the most westerly permanent detention basin within

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	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	Ongoing obligation
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in

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	Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2.1
Title	Pleasant Grove Boulevard 12kV Circuits
Obligation	Twelve (12) kV circuits along Pleasant Grove Boulevard from east of the Property, and rework necessary to existing 12kV circuits on the north side of Pleasant Grove Boulevard, are needed to serve Phase 3 of the Westpark property in the West Roseville Specific Property (the "Westpark Phase 3 Property") and the Project. In the event that the developer of the Westpark Phase 3 Property has not already constructed the above referenced 12kV circuits, Landowner agrees that, concurrently with the construction of the first improvements in the Property, Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits along Pleasant Grove Boulevard from east of the Property and any rework necessary to the existing 12kV circuits on the north site of Pleasant Grove Boulevard needed to serve the Project.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.3
Title	Electric Substation #1 Amendment – Ord. #5681
Obligation	Pursuant to development agreements in the SVSP, other landowners are required to dedicate to City, grade and provide access to a parcel in the SVSP (designated Parcel FD-61 in the Specific Plan) for an electric substation to serve the SVSP (the "Substation Site"). Under the development agreements between other SVSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500th residential building permit, or combination of building permits, in the SVSP, excluding the Property. Landowner is allowed 400 residential building permits within the Project (exclusive of the 500 residential building permits allocated to SVSP landowners), or any combination of residential and non-residential permits that the City determines, at its sole discretion, is the equivalent electric capacity of 400 residential building permits, until such time as the substation located in the SVSP is constructed and 12kV underground circuits are extended to the Property. In the event that, at the time of issuance of the 400th residential building permit (or its equivalent) within the Project, the Substation Site has not been dedicated to the City, constructed, access road provided, and 12kV circuits extended to the Property, or has been dedicated to the City but less than two (2) years from dedication of the Substation Site to City have passed without completion of the

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	substation, Landowner agrees that, in order to obtain more than 400 residential building permits within the Project, Landowner may fund the construction of temporary 12kV facilities to serve the Project. Possible temporary facilities may include, but are not limited to, one of the following: a. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project; or b. Construction of a new 12kV overhead circuit extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project underbuilt on the existing 60kV poles if clearances are available. This option would include the necessary URD conduit system to extend the conduits from the existing stub point to the existing 60kV poles; or c. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 8 from the existing underground stub point along Blue Oaks Boulevard to the existing stub point on Westpark Drive. This would include any conduit extension necessary. The temporary facilities will be used until such time as the Substation Site has been dedicated, constructed, and 12kV facilities extended to the Project from the Substation Site. The funding of the temporary facilities will include the materials and labor to construct the facilities, the removal of the temporary facilities, acquisition of any necessary easements, and mitigation of any wetlands. Once either the substation has been completed and the 12kV circuits extended to the Property, or the Substation Site has been dedicated to City and two (2) years after such dedication have passed without completion of the substation, City agrees that there will not be any restrictions on issuance of building permits in the Project due to electric capacity, nor shall there be any requirement for temporary facilities such as those indicated in a., b., or c. above to be extended to the Project. In addition, in the event that the Substation Site has been constructed by City, but 12kV circuits have not been extended to the Project from the substation, Landowner shall be required to extend 12kV circuits from the substation to the Project, which may be overhead lines using the existing poles and PUE from the Substation Site to the Project, until such time as the landowner(s) to the south of the Project install the underground 12kV lines to the southern Project boundary. <u>Amendment #1</u> Pursuant to development agreements in the SVSP, other landowners are required to dedicate to City, grade and provide access to a parcel in the SVSP (designated Parcel FD-61 in the Specific Plan) for an electric substation to serve the SVSP (the "Substation Site"). Under the development agreements between other SVSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500th residential building permit, or combination of building permits, in the SVSP, excluding the Property. Landowner is allowed 400 residential building permits within the Project (exclusive of the 500 residential building permits allocated to SVSP landowners), or any combination of residential and non-residential permits that the City determines, at its sole discretion, is the equivalent electric capacity of 400 residential building permits, until such time as the substation located in the SVSP is constructed and 12kV underground circuits are extended to the Property. In the event that, at the time of issuance of the 4001
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	residential building permit (or its equivalent) within the Project, the Substation Site has not been dedicated to the City, constructed, access road provided, and 12kV circuits extended to the Property, or has been dedicated to the City but less than two (2) years from dedication of the Substation Site to City have passed without completion of the substation, Landowner agrees that, in order to obtain an additional 640 residential building permits above the initial 400 residential building permits within the Project referenced in this Section 3.11.3, either the extension of temporary 12kV electrical circuit(s) from the Westplan Substation to serve the initial phase of Phase 4 of the Westpark portion of the West Roseville Specific Plan shall be completed by others, or Landowner may fund the construction of temporary 12kV facilities to serve the Project. Possible temporary facilities may include, but are not limited to, one of the following: a. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project; or b. Construction of a new 12kV overhead circuit extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project underbuilt on the existing 60kV poles if clearances are available. This option would include the necessary URD conduit system to extend the conduits from the existing stub point to the existing 60kV poles; or c. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 8 from the existing underground stub point along Blue Oaks Boulevard to the existing stub point on Westpark Drive. This would include any conduit extension necessary. The temporary facilities will be used until such time as the Substation Site has been dedicated, constructed, and 12kV facilities extended to the Project from the Substation Site. The funding of the temporary facilities will include the materials and labor to construct the facilities, the removal of the temporary facilities, acquisition of any necessary easements, and mitigation of any wetlands. Once either the substation has been completed and the 12kV circuits extended to the Property, or the Substation Site has been dedicated to City and two (2) years after such dedication have passed without completion of the substation, City agrees that there will not be any restrictions on issuance of building permits in the Project due to electric capacity, nor shall there be any requirement for temporary facilities such as those indicated in a., b., or c. above to be extended to the Project. In addition, in the event that the Substation Site has been constructed by City, but 12kV circuits have not been extended to the Project from the substation, Landowner shall be required to extend 12kV circuits from the substation to the Project, which may be overhead lines using the existing poles and PUE from the Substation Site to the Project, until such time as the landowner(s) to the south of the Project install the underground 12kV lines to the southern Project boundary.
Department	Public Works Department, Electric Department and Building Division
Status	Ongoing obligation
Section	3.11.4
Title	60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the existing 60 kV easement areas and the future 60kV easement line on the south side of Pleasant Grove Boulevard between Westbrook Boulevard and the western Project boundary that the City may utilize the public utility easements to construct 60kV overhead electric lines.

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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 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 Building checks this
Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails
Obligation	Landowner shall dedicate to City a total of 15.5 acres of active park land and 36.6 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans), not constructed yet
Section	3.12.1
Title	Park and Open Space Dedications #1 Amendment – Ord. #5681
Obligation	Landowner shall dedicate to City a total of 15.5 acres of active neighborhood parkland and 36.6 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 9.6-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel WB-50; 2. A 4.4-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel WB-51; 3. A 1.5-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel WB-52; and 4. A 36.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel WB-80; Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by

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	City, restore the site to a like condition to what existed prior to such temporary construction or staging activity. <u>Amendment #1</u> Landowner shall dedicate to City a total of 14.6 acres of active neighborhood parkland, and 36.6 acres of open space. The following three parcels, and one open space parcel, shall be dedicated to City as described below: 1. An 8.7-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel WB-50; 2. A 4.4-acre, more or less, portion of the Property, for the purpose of a public park, shown as Parcel WB-51 ; 3. A 1.5-acre, more or less, portion of the Property, for the purpose of a public park, shown as Parcel WB-52; and 4. A 36.6-acre, more or less, portion of the Property, for the purposes, of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel WB-80; Landowner shall dedicate any park lands and open space Parcels within the Property provided that the Large Lot Final Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, bike trail grading, open space perimeter fencing, as may be required by the 404 Permit, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. Dedication of Preserve parcels shall be in accordance with Section 3.12.1 1.1 and the City's Open Space Preserve Overarching Management Plan. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity."
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park 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.

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Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee #1 Amendment – Ord. #5681
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$1,848 per Low Density Residential unit, \$1,579 per Medium Density Residential unit, and \$1,309 per High Density Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Property for construction of Neighborhood Parks within the Property. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if w1.derutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, according to the park financing plan for the Project, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the Project, refund to Landowner a pro-rata share of any remainder fees. Amendment #1 In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building perm it with in the Property, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$ 1,848 per Low Density Residential unit, \$1,307 per Low Density Residential-Active Adult unit, \$1,579 per Medium Density Residential unit, and \$1,309 per High Density Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund.

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	The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Property for construction of Neighborhood Parks within the Property. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of development phases E, F and G (if Phase G precedes Phase F), City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub-phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, and according to the park financing plan for the Project, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the Project, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of such utility stubs. The cost of this work has been accounted for in the Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee #1 Amendment – Ord. #5681
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City-Wide Park Fee set forth in this Section 3.12.4 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park

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	Fee shall fund the construction of City-Wide park facilities within the Specific Plan. As funded by future bond proceeds, the City-Wide Park Fee, as described in Section 3.12.5 below, including a \$595 per unit credit, shall be \$1,538 per Low Density Residential unit, \$1,314 per Medium Density Residential unit, and \$1,090 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. Amendment #1 Pursuant to Section 3.17.1.2(i) below, the City Wide Park Fee set forth in this Section 3.12.4 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Specific Plan. As funded by future bond proceeds, the City-Wide Park Fee, as described in Section 3.12.5 below, including a \$595 per unit credit, shall be \$1,538 per Low Density Residential unit, \$1,070 per Low Density Residential-Active Adult unit, \$1,314 per Medium Density Residential unit, and \$1,090 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50."
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee #1 Amendment – Ord. #5681
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a city-wide park in-lieu fee (the "City-Wide Park In-Lieu Fee"), upon the issuance of each residential building permit within the Project, to fund improvements to SVSP Parcel KT-50 or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,206 per Low Density Residential unit, \$1,030 per Medium Density Residential unit, and \$854 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. <u>Amendment #1</u> In accordance with the park financing plan for the Property, Landowner shall pay a city-wide park in-lieu fee (the "City-Wide Park In-Lieu Fee"), upon issuance of each residential building permit within the Project, to fund improvements to SVSP Parcel KT-50 or other city-wide parks within the City. Such City Wide Park In-Lieu Fee shall be \$1,206 per Low Density Residential unit, \$838 per Low Density Residential-Active Adult unit, \$1,030 per Medium Density Residential unit, and \$854 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Open Space In-Lieu Fee #1 Amendment – Ord. #5681
Obligation	Landowner is dedicating 36.6 acres of open space, as provided in Section 3.12.11 below, to be credited by City at a 1:5 ratio towards Landowner's open space dedication

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	requirement for the Project, leaving an open space dedication obligation of 8.2 acres for the Project. Based on a current appraisal valuation of \$135,000 per acre, Landowner, in accordance with the park financing plan for the Property, shall pay an open space in lieu fee (the "Open Space In-Lieu Fee"), upon issuance of each residential building permit within the Project, of \$128 per Low Density Residential unit, \$109 per Medium Density Residential unit, and \$90 per High Density Residential unit (but excluding carriage units, which shall not pay Open Space In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Amendment #1 Landowner is dedicating 36.6 acres of open space, as provided in Section 3.12.11 below, to be credited by City at a 1:5 ratio towards Landowner's open space dedication requirement for the Project, leaving an open space dedication obligation of 8.2 acres for the Project. Based on a current appraisal valuation (\$135,000 per acre, Landowner, in accordance with the park financing plan for the Property, shall pay an open space in-lieu fee (the "Open Space In-Lieu Fee"), upon issuance of each residential building permit within the Project, of \$128 per Low Density Residential unit, \$65 per Low Density Residential Active Adult unit, \$109 per Medium Density Residential unit, and \$90 per High Density Residential unit (but excluding carriage units, which shall not pay Open Space In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.7
Title	Paseo Facilities
Obligation	Paseo facilities within the Project are located on one side and adjacent to the portion of Mountain Glen Drive between Santucci Boulevard and La Sierra Drive consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 25 foot landscaped /paseo corridor. At the time of adjacent development, Landowner shall construct the entire landscape/ paseo corridor and 10-foot wide Class 1A bikeway. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Project, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be paid by Landowner.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Fee #1 Amendment – Ord. #5681
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$57 per Low Density Residential unit, \$49 per Medium Density Residential unit, and \$40 per High Density Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Project for construction of the bike trails within the Project. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner

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	shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.9. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below. Amendment #1 Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class1 bike trail construction within the Property. Such bike trail fee shall be \$57 per Low Density Residential unit, \$51 per Low Density Residential-Active Adult unit, \$49 per Medium Density Residential unit, and \$40 per High Density Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1 , based on the percentage change in the CCI. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Project for construction of the bike trails within the Project. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.9. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.8 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design and secure necessary permits for certain Class 1 bike trail improvements within the Property and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.9. Bike trails shall be constructed by City to City standards as and when Landowner develops Parcel WB-30 within the Property. The sections of bike trail to be installed upon development of such parcel are generally shown on Exhibit "X". Upon the development of any high density residential project adjacent to open space where the bike trail is adjacent to that high density residential project, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the high density residential project. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.8 and this Section 3.12.9. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and

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	City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.10
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.11
Title	Open Space Preserve Areas
Obligation	Landowner shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas and consist of the following one parcel: 1. A 36.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel WB-80.
Department	Engineering Division and Parks Department
Status	Ongoing obligation
Section	3.12.11.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Parks Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.11.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that City shall process and approve any subdivision maps or other

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	such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements.
Department	Engineering and Building Division, City Attorney and School Districts
Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Engineering Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure

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	that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280 . The Public Benefit Fee for each high density residential unit shall be \$ 845 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner shall provide and install signage at the following public facility sites to alert residents of future facilities: well site (WB-61), sewer lift station site (WB-62), park sites (WB-50, WB-51, WB-52), bike trails where they will abut residential property, and the school site (WB-60), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials 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

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	parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Ongoing obligation
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Development and Operations Department
Status	Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation #1 Amendment – Ord. #5681
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below.

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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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	Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s). Amendment #1 (i) For Phase E of the Project only, bond proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4); (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4:52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale for Phase E of the Project. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier 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
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	forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. For Phases F and G of the Project, the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be, should SPRTA approve such deferral, up to fifty percent (50%) of the SPRTA Tier II Traffic Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units, and there, shall be no fee deferral of any City fees for such residential dwelling units in Phases F and G of the Project to bond proceeds from bond sales commencing in the year 31 timeframe. Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the Project desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2(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	District formed-Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works

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	Director. All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department, Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	Service District formed 12/17/14 (Reso. 14-540). –Ongoing funding obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to

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	be completed Open Space Preserve Overarching Management Plan);
3.19.2.8	Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters;
3.19.2.9	Maintain flood control facilities including detention basins and created wetlands;
3.19.2.10	Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;
3.19.2.11	Maintain fire breaks within open space areas;
3.19.2.12	Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
3.19.2.13	Maintain the bus transfer station, bus shelters, bus stops the dedicated bus lanes on PCL WB-41, the park and ride lot and bus signs.
Department	Finance Department
Status	District formed-Ongoing obligation
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units,\$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land annexed into CFD 3 in 4/16/14 (Annex 18) (Reso. 14-135) – Ongoing obligation

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Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Engineering Division

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Status	Ongoing obligation
Section	3.22.1
Title	Contour Grading Plan
Obligation	Landowner shall submit a contour grading plan (the "Preliminary Contour Grading Plan") for City review and acceptance for the overall Project concurrently with the application for the first residential small lot tentative subdivision map in the Project. The Preliminary Contour Grading Plan shall serve as an informational tool to demonstrate how the overall earth work for the Project will balance and coincide with future improvements. The Preliminary Contour Grading Plan shall consider the pipelines and facilities outlined in the Drainage and Sewer Master Plans in the development of street centerline grades. Edge conditions along the proposed developed areas and overland release points shall be delineated per City standards. The Preliminary Contour Grading Plan shall also identify cut and fill quantities for each Phase E through G and shall include a mass diagram for earthwork movement between phases and an identification of any import required to complete the Preliminary Contour Grading Plan. The Preliminary Contour Grading Plan Exhibit shall include existing topography and proposed finished grade contours in one foot (1') intervals along with depths of cut and fill in a grid pattern throughout the Project Area.
Department	Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Westbrook Boulevard and Santucci Boulevard as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan, which may include such measures as Smart Timers. 6. 60kV overhead power line easement on Parcels WB-5, WB-24, and WB-25, and fronting Parcels WB-1, WB-2, WB-21, WB-41, and WB- 42. 7. Exclusive utility easement within Pleasant Grove Boulevard may be used for high-pressure natural gas lines through the area to serve the Roseville Energy Park. 8. Requirement for fifty percent (50%) reduction in construction waste stream. 9. Location of schools and parks within one mile. 10. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels.

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	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	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.24
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub- stations) and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/ her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments

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Status	Ongoing obligation
Section	3.25
Title	Reimbursement to West Roseville Specific Plan #1 Amendment – Ord. #5681
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan (WRSP) developer(s) have constructed and /or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements to the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.25, Landowner shall pay its pro-rata share based on the number of DUEs allocated at the date of Project approval, to Landowner's Property in a large lot parcel. Landowner's pro-rata share for a large lot parcel shall be based on the following ratio: Numerator: LDR/MDR residential units allocated to a large lot parcel at the date of Project approval (or DUEs for HDR projects/non-residential projects) Denominator: Total number of DUEs in (1) the Plan Area, including the Property, (2) the WRSP, as may be amended from time-to- time, and (3) assumed for the Urban Reserve property in the EIR. When DUEs are assigned to the Urban Reserve property in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve property, the DUEs for the Urban Reserve property will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel, subject to the following considerations: • Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.25) shall be required until such time Landowner's pro- rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. • Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.25 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. • Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.25.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement:

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
Development Agreement Implementation Matrix**

	(1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "Z" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Landowner shall pay in one single payment its pro-rata share of such planning and environmental review costs sought to be reimbursed by the WRSP based on the acreage owned by Landowner compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator, such costs to be increased by the CCI from the date that the WRSP incurred the reimbursable costs to the date of reimbursement, pursuant to Section 4.2.5 of the WRSP development agreements. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. <u>Amendment #1</u> B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. City has determined that Landowner's share of such planning and environmental review costs totals \$151,925. Landowner shall pay, large lot by large lot, its pro-rata share of such planning and environmental review costs sought to be reimbursed by the WRSP based on the acreage in a particular large lot owned by Landowner compared to the total acreage within the WRSP and the Remainder Area, as defined in the W RSP, including the Annexation Area defined here in, as the denominator. Each such payment, large lot by large lot, shall be due and payable prior to the recordation of the first final small lot subdivision map for a particular large lot of Landowner's Property in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers." C. So as to not delay implementation of the Project, no final small lot residential subdivision map, any building permit for high density residential or non- residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Project due to any delay in submission of requests for reimbursement, and
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**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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	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. 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

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	Section 3.26. To effectuate reimbursement to third parties in the SVSP, Landowner shall pay to City a per DUE fee, to be paid large lot by large lot based on the ratio set forth below and the percentages set forth in Exhibit "BB", comprised of the following components, all as set forth in Exhibit "BB" to this Agreement: (i) Landowner's share of wet utilities in Westbrook Boulevard; (ii) Landowner's share of the Baseline Road 24" Water Line; and (iii) Landowner's share of the SVSP fire station site, electric substation site, and solid waste recycling site. References herein to payments on a "large lot by large lot basis" shall mean payments based on the number of DUEs planned for such large lot, as more fully described in the ratio set forth below, which payments shall be due upon the recordation of the first final small-lot map for LDR/MDR residential units or issuance of the first building permit for HDR projects or non-residential projects within such large lot. Payments by Landowner based on estimates set forth in Exhibit "BB" to this Agreement for the wet utilities in Westbrook Boulevard shall be annually adjusted by the CCI from the Effective Date of this Agreement to the date of payment. Payments by Landowner based on estimates set forth in Exhibit "BB" to this Agreement for the Baseline Road 24" Water Line and the SVSP fire station site (excluding land value), electric substation site (excluding land value), and solid waste recycling site (excluding land value), shall be adjusted annually by the CCI from January 12, 2012, the Effective Date of the SVSP development agreements, to the date of payments. Reimbursable costs shall include costs associated with design, engineering, construction management, staking, plan check and inspection fees, habitat mitigation (excluding any costs of state and federal permitting), and construction. Reimbursement for costs for design, engineering, construction management and staking shall equal twenty percent (20%) of identifiable costs of construction, as set forth in Section 4.2.3. (i) in the case of the on-site sewer, water' and recycled water facilities in Westbrook Boulevard, if third parties in the SVSP are required by City to construct such facilities, City shall pay to such third parties in the SVSP, as such construction costs are incurred by such third parties in the SVSP and approved by City, the fees described herein that have been paid, large lot by large lot, by Landowner, whicl1. Landowner shall continue to pay, large lot by large lot, until such time as City determines that such wet utilities would have otherwise have been required to support development of the Property, at which time Landowner shall pay, in one single payment, the unpaid balance of Landowner's share of the actual costs of construction of such facilities, adjusted annually as set forth in Section 4.2.5 of this Agreement, after the fees previously paid by Landowner to City as described in this Section 3.26 have been paid to the third parties in the SVSP. All reimbursements to and from third parties for wet utilities shall be based on the percentages as set forth in Exhibit "CC". (ii) in the case of reimbursement from Landowner to third parties in the SVSP for the Baseline Road 24" Water Line (or to third parties in the PVSP or RUSP if they construct such water line) as set forth in Exhibits "0-1" and "0-2" to this Agreement, i.e., the segments 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
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**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
Development Agreement Implementation Matrix**

	agreements to the date of payment, or, once constructed, based on the actual cost of the Baseline Road 24" Water Line, adjusted annually by the CCI as set forth in Section 4.2.5 below. Landowner's pro-rata share of the Baseline Road 24" Water Line shall be based on the number of DUEs allocated at the date of the Project approval, as set forth in Exhibit "AA", to Landowner's Property in a large lot parcel. Landowner's pro-rata share for a large lot parcel shall be based on the following ratio: Numerator: LDR / MDR residential units allocated to a large lot Parcel at the date of Project approval (or DUEs for HDR projects / non-residential projects) Denominator: Total number of DUEs in the Plan Area, including the Property, and (2) assumed for the Urban Reserve Property in the EIR. The considerations applying to payment by Landowner of Landowner's pro-rata share of the Baseline Road 24" Water Line to the SVSP as set forth above shall be the same as set forth in Section 3.25 of this Agreement for reimbursements to the WRSP. (iii) For Landowner's pro-rata share of the SVSP fire station site, electric substation site and solid waste recycling center site, Landowner, via the fee described in this Section 3.26, shall pay to City, to be paid to the other SVSP landowners at the time of construction as construction costs are incurred by other SVSP landowners and approved by City, its pro-rata share, as set forth in Exhibit 1'BB", of the estimated costs for grading, any required access road, any frontage improvements as defined in Exhibit "BB", and any other improvements specified in Exhibit "BB", adjusted annually by the CCI (but excluding the land value of each site, whose costs shall not be adjusted annually by the CCI) from January 12, 2012, the Effective Date of the SVSP development agreements, to the date of payment, according to the pro-rata shares therefore set forth in Exhibit "BB" 1. After each of the SVSP fire station site, solid waste recycling site, and/ or electric substation site has been constructed by other SVSP landowners (or, in the case of the electric substation site, by Landowner, as set forth in Section 4.2.2.1 below), Landowner's payment, large lot by large lot, of its pro-rata share of the SVSP electric substation site, fire station site and/ or solid waste recycling site to other SVSP landowners shall be based on actual costs of construction, adjusted annually as provided for in Section 4.2.5. Payment by Landowner for reimbursements due for the facilities set forth in Exhibit "BB" shall satisfy in full Landowner's obligation for payment of its pro-rata share of the costs of improvements due from Landowner to landowners in the balance of the SVSP. For all reimbursement payments by Landowner to third parties or to City to be paid to third parties provided for in this Section 3.26, once such payment by Landowner has been made for residential units or DUEs, as the case may be, for a large lot based on estimated costs of improvements, Landowner shall have no further obligation for those residential units or DUEs, as the case may be, should actual costs of construction for the improvements exceed the estimated costs. Likewise, if actual costs of construction are less than the estimated costs of improvements for which reimbursement has been made by Landowner for residential w1.its or DUEs, as the case may be, for a large lot, there shall be no repayment of the overpayment from the reimbursed party or parties to Landowner for those residential units or DUEs for which reimbursement payments were previously made based on estimated costs.
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**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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	In all cases of payment by Landowner for its pro-rata share of costs for improvements as provided in this Section 3.26, Landowner shall pay its pro-rata share of costs based on estimates set forth in Exhibits "BB" and "CC" to this Agreement until such time as actual costs of construction have been reviewed and confirmed by City.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.2.1
Title	SVSP/Project Reimbursements
Obligation	The foregoing provisions of this Section 4.2.2 notwithstanding, in the case of reimbursement from other SVSP landowners (excluding the Urban Reserve) to Landowner for improvements that Landowner is obligated to construct that benefit such other SVSP landowners, reimbursement to Landowner from these other SVSP landowners shall be made in the following manner: 1. For any portion of wet utilities constructed by Landowner in Westbrook Boulevard, as set forth in Sections 3.6.6, 3.8.3 and 3.9.2, and in Exhibits "K-1", "K-2", "O-1", "O-2", "Q", "BB", and "CC" to this Agreement, reimbursement of one hundred percent (100%) of the SVSP's share of the actual costs of such improvements shall be paid by other SVSP landowners to City, to be paid to Landowner, adjusted annually as provided for in Section 4.2.5 below, at the time that such other SVSP landowners would have otherwise been required by City to construct such improvements. City shall also pay to Landowner the share of Landowner's previous payments to City, made large lot by large lot, allocated to the wet utilities in Westbrook Boulevard, as provided for in Section 3.26 above. 2. For the Baseline Road 24" Water Line, if the City determines that all or a portion of such improvement is required to serve the Project and thus Landowner must construct such facility, other SVSP landowners shall reimburse Landowner, via payment to City for payment to Landowner, for one hundred percent (100%) of the SVSP's share of the actual costs of such constructed improvements, adjusted annually as provided for in Section 4.2.5 below, at the time that such other SVSP landowners would have otherwise been required by City to construct such improvements. 3. If Landowner is required to construct the SVSP electric substation site in order to continue development of the Project beyond the level provided for in Section 3.11.3 above, then, at the time that other SVSP landowners would have been required to construct the SVSP electric substation site under their development agreements with City, these other SVSP landowners shall reimburse Landowner for 100% of the SVSP's share of the actual cost of construction of the SVSP electric substation site, adjusted annually as provided in Section 4.2.5, less Landowner's share of the land cost for the electric substation site, and City shall pay to Landowner the share of Landowner's previous payments to City, made large lot by large lot, allocated to the electric substation site, as provided for in Section 3.26 above. Upon reimbursement by these other SVSP landowners to Landowner and City payment to Landowner of the share of previous payments made by Landowner to City allocated to the electric substation site, Landowner shall have no further obligation for any reimbursement payments, large lot by large lot or otherwise, for its share of the costs of the electric substation site.
Department	Environmental Utilities and Finance Department
Status	Ongoing obligation
Section	4.2.4
Title	Reimbursable Planning and Environmental Costs
Obligation	The SVSP Participating Landowners have paid the costs for the preparation of the City Feasibility Studies, other technical studies, the Specific Plan, including Design Guidelines, Development Standards, and the Specific Plan EIR, and delinquent charges

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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	by Urban Reserve properties paid by such SVSP Participating Landowners. Such preparation has benefited property owned by third persons within the Annexation Area. The SVSP Participating Landowners are therefore entitled to receive reimbursement from such benefited property owners, including Landowner (and not the City), for the pro rata share of such benefited property owners. The pro rata share of each such benefited property owner, including Landowner, shall be based on the gross acreage owned by the benefited property owner compared to the total gross acreage within the SVSP and the Urban Reserve, as described in the EIR, and as set forth in Recital B. Landowner's share of the reimbursable planning and environmental costs due to the SVSP Participating Landowners is \$509,868, which amount has been verified by the City. At least one (1) business day prior to first reading of the ordinance approving this Agreement, Landowner shall deposit \$509,868 (plus the interest described below to the date of the deposit) with City, to be paid by City in separate checks directly to the SVSP Participating Landowners based on acreage in the previously approved Specific Plan according to the following schedule: (i) Fifty percent (50%), or \$254,934, to be paid by City one (1) business day after first reading of the ordinance approving this Agreement, and (ii) the remaining 50%, or \$254,934, within five (5) business days after the expiration of any legal challenge period(s) regarding the MND and this Agreement (except as provided below), provided that no legal challenges have been filed against either the MND or this Agreement, or both, during such legal challenge periods by or for or on behalf of SVSP Participating Landowners, and/ or their respective officers, employees, agents, officials, and/ or surrogates (here in after "SVSP Surrogates") including, but not limited to, provision by SVSP Participating Landowners of any financial, legal and/ or other assistance to SVSP Surrogates, as determined by the City in its sole and absolute discretion. If City, in its sole and absolute discretion, determines that no such litigation by SVSP Participating Landowners and / or SVSP Surrogates has been so filed, and no public comments were filed by SVSP Participating Landowners and/ or SVSP Surrogates challenging the MND or this Agreement prior to the City Council action on the second reading of the ordinance approving this Agreement, City shall pay the remaining 50% of these planning and environmental costs within five (5) business days after expiration of the hereinabove referenced legal challenge period(s) for CEQA claims against the MND and/ or this Agreement, i.e., thirty (30) days after filing of the NOD after each of the first and second reading of the ordinance approving this Agreement. If the City, in its sole and absolute discretion, determines that Participating SVSP Landowners and/ or SVSP Surrogates have filed or caused to be filed such litigation, then the obligation hereunder for release of the funds by City shall be deferred until successful resolution of such litigation upholding the MND or this Agreement or both. In any case, i.e., whether or not litigation is filed, Landowner, for reimbursements under this Section 4.2.4, shall be obligated to pay to City, to be reimbursed to SVSP Participating Landowners, interest at a rate of the prime interest rate charged by national banks as set forth in the Wall Street Journal, plus two percent (2%), up to a total of ten percent (10%) from January 12, 2012, the date that the annexation of the Property to the City was complete, to the date of reimbursement, as calculated on an annual basis on the anniversary date of the Agreement, all as set forth in Section 4.2.5 of the SVSP development agreements.
Department	Planning Division
Status	Ongoing obligation
Section	4.2.8
Title	Landowner Reimbursement to Placer 2780
Obligation	Pursuant to Section 4.2.7.1 of the City's development agreement with Baseline P&R, LLC, City obligated the owner of the Property to reimburse a third party, Placer 2780, LLC ("Placer 2780"), for Placer 2780's planning and environmental costs incurred on a portion of property owned by Placer 2780 while such property was part of the Specific Plan. Such costs were established in City's development agreement with Placer 2780

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
Development Agreement Implementation Matrix**

	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	Development and Operations and Planning Division
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan - Westpark Federico
Development Agreement Implementation Matrix**

Owner Name: Westpark Federico, LLC
1700 Eureka Rd., Ste 140
Roseville, CA 95661

Mourier Investments, LLC
1430 Blue Oaks Bl., Ste 190
Roseville, CA 95747

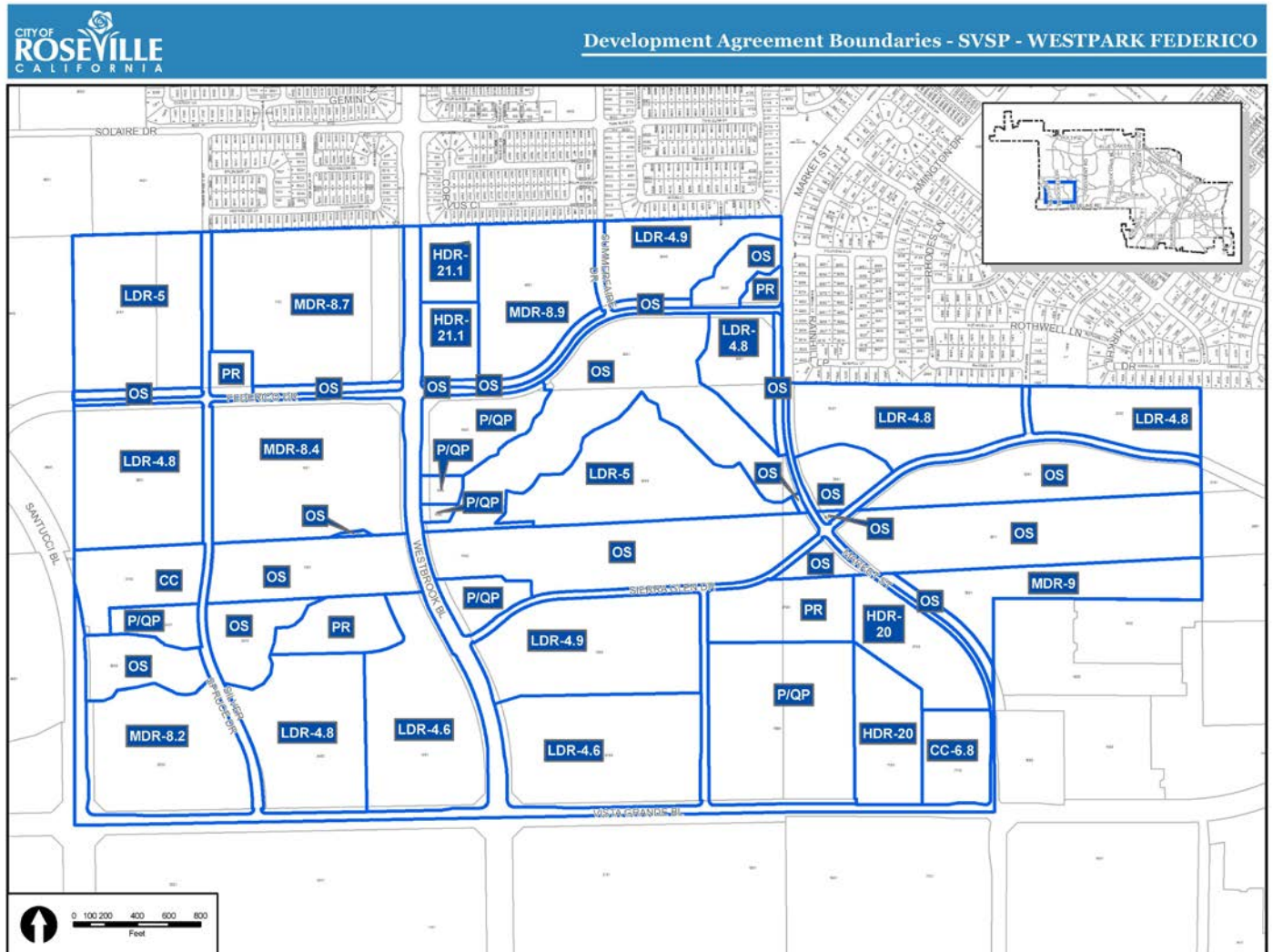
Federico Tyler Family Limited Partnership
4955 E. Anderson, Ste 115
Fresno, CA 93727

Current Agreement: Development Agreement by and between the City of Roseville and Westpark Federico, LLC, Mourier Investments, LLC and Federico Tyler Family Limited Partnership to the Sierra Vista Specific Plan.

<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			

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
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner'(s) property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map, apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Westpark Sierra Vista LLC paid their portion of the obligation on 5/24/17 \$5,003.71 Mourier Investments LLC paid their portion of the obligation on 5/24/17 \$5,003.71 Obligation Complete.
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Complete

Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Obligation Complete.

Development Agreement Obligations Not Complete as of December 2017

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: 951 units on 189.9 net acres Medium Density Residential: 641 units on 77.8 net acres High Density Residential: 522 units on 24.5 net acres Community Commercial: 7.5 net acres Community Commercial/Commercial Mixed use: 40 units on 5.7 net acres Park: 16.5 net acres Open Space: 112.0 net acres Open Space (paseo): 7.5 net acres Schools: 21.6 net acres Electric Substation: 1.1 net acres Water Treatment/Well Site: 2.8 net acres Church: 6.9 net acres Recycled Center: 0.5 net acres Fire Station: 3.2 net acres Right of Way: 37.6 net acres
Department	Planning Division
Status	Ongoing obligation - changed per Westpark/Federico DAA
Section	2.2.1
Title	Property Specific Development Standards
Obligation	At Landowner's option, either the Residential Single Family/Development Standards

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	(RS/DS) or the RS/DS standards set forth in the Specific Plan shall apply to the Medium Density Residential designated parcels in the Property.		
Department	Planning Division		
Status	Ongoing obligation		
Section	2.6		
Title	Affordable Housing		
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 215 units affordable to very low, low to middle income households. 40% for very low income households 40% for low income households 20% for middle income households		
Department	Housing Department		
Status	Obligation current - Not developed yet		
Section	2.6.1		
Title	Affordable Purchase Residential Units		
Obligation	Landowner agrees that 43 units will be reserved as detached and/or single family residential units affordable to middle-income purchasers as follows:		
	Parcel	Total Units in Parcel	Middle Income Purchase Units
	FD-32	178	43
Department	Housing Department		
Status	Obligation current - Not developed yet		
Section	2.6.1.1		
Title	Required Agreements		
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into an Affordable Housing Agreement for such residential purchase units affordable to middle income households.		
Department	Housing Department		
Status	Not recorded yet – Ongoing obligation		
Section	2.6.1.2		
Title	Content		
Obligation	The Affordable Housing Agreement shall, for each such residential lot subdivision, the distribution of the affordable housing units within the subdivision and includes specific requirements for marketing of affordable purchase units, inclusion or modification of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation.		
Department	Housing Department		
Status	Not recorded yet – Ongoing obligation		
Section	2.6.1.5		
Title	In Lieu-Fee Affordable Housing		
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.		
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1.6		
Title	Community Facilities Districts		
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.		

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Department	Finance Department				
Status	No District formed yet-Ongoing obligation				
Section	2.6.2.1				
Title	Multi Family Affordable Rental Units – Affordable Obligation				
Obligation	Landowner agrees that 172 affordable rental units will be reserved within the property, including 86 units for rental to very low income households and 86 units for rental to low income households as follows:				
	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	FD-30	86	86	43	43
	FD-31	86	86	43	43
	Total	172	172	86	86
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	2.7.1				
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				

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	their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	2.7.2.3
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division and Development and Operations Department
Status	Ongoing obligation
Section	2.7.3

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Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	No District formed yet - Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Development and Operations Department, Planning Division and Finance Department
Status	No District formed yet - Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	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

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	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 Development and Operations 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	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City. Ongoing obligation
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances net inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus

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	25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	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

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	demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation - Improvement plans being conditioned
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to

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	Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/decel lines, tapers, transition lanes and bus turnouts

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	shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one- half median landscaping and one median curb. Prior to

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	the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook
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	Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment,
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	City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. The parties acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans therefore, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner shall not be entitled to any reimbursement or credits toward the City's traffic mitigation fee for any costs associated with the design and/ or construction of collector roadways. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of

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	the work associated with Road CIP improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation – conditioned with maps. Improvement plans being reviewed.
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building

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	permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to

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	include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.13
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

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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
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/

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	Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA 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

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	Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management 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.

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Department	Alternative Transportation
Status	Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation

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Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard) facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives,

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	Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project which was based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under

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	Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation

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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 Owners, including Landowner, shall contribute the SVSP share of the costs for Segment

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	A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan concurrently with the construction of the road improvements described in Section 3.5 of this Agreement. Extensions into the neighborhoods will be completed with development of each neighborhood. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities. As further disclosure Landowner shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities

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	(including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to 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

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	forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water

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	Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.

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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	3.10.4
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

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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	3.11.3
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.

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Department	Public Works Department, Electric Department and Building Division
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the

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	load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails
Obligation	Landowner shall dedicate to City a total of 16.4 acres of active park land and 119.64 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 16.4 acres of active neighborhood parkland, 7.54 acres open space paseo and 112.1 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 1.7-acre, more or less, portion of the Property for the purposes of a public park,

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	shown as Parcel FD-50; 2. A 1.1-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-51; 3. A 5.5-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-52; 4. A 8.1-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-53; 5. A 1.13-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-70; 6. 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 0.44-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-72; 8. 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 0.70-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-74; 10. A 1.16-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 3.5-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;
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	18. A 25.3-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-84; 19. A 20.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-85; 20. A 1.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-86; 21. A 4.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-87A; 22. A 0.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-87B; 23. A 13.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-88A; and 24. A 20.9-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-88B. Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees.

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	The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub-phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, according to the park financing plan for the SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of such utility stubs. The cost of this work has been accounted for in the Neighborhood

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	Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee

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Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and

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	construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas and consist of the following twelve parcels: 1. A 5.7-acre, more or less, portion of the Property for the purposes of drainage, flood

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	control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-80; 2. A 5.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-81; 3. A 11.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-82A; 4. A 0.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-82B; 5. A 3.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-83; 6. A 25.3-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-84; 7. A 20.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-85; 8. A 1.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-86; 9. A 4.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-87A; 10. A 0.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-878; 11. A 13.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-SSA; and 12. A 20.9-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-SSB.
Department	Engineering Division and Parks Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in

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	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 Development and Operations Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), prior to any subdivision map approval or issuance of any building permit , to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division, City Attorney and School Districts
Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction

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	Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280 . The Public Benefit Fee for each high density residential unit shall be \$ 845 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be 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-

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	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	3.15
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	Development and Operations Department
Status	Ongoing obligation

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Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation

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Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52);
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	(3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation

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Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet - Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director. All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner consents to and

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	shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet- Ongoing obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan); 3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters; 3.19.2.9 Maintain flood control facilities including detention basins and created wetlands; 3.19.2.10 Maintain open space areas including general maintenance, signage and

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	3.19.2.11	City-owned fence maintenance, and trash and debris collection; Maintain fire breaks within open space areas;
	3.19.2.12	Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
	3.19.2.13	Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department	
Status	No District formed yet- Ongoing obligation	
Section	3.19.3	
Title	Public Parcel Exclusion	
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.	
Department	Finance Department	
Status	No District formed yet- Ongoing obligation	
Section	3.20.1.1	
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit	
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units,\$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.	
Department	Finance Department	
Status	Land not annexed into CFD 3 yet. – Ongoing obligation	
Section	3.20.2	
Title	Municipal Services	
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.	
Department	Finance Department	
Status	Ongoing obligation	
Section	3.20.3	
Title	Public Parcel Exclusion	
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services	

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	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.

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	At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 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.

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	10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. 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 WRSP

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	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 infrastructure,
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Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

	as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The

Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

	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. 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

**Sierra Vista Specific Plan - Westpark Federico
Development Agreement Implementation Matrix**

	performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

Owner Name: Roseville Fiddymment Land Venture LLC
c/o Signature Properties
4670 Willow Road, Ste 200
Pleasanton, CA 94588

Current Agreement: Development Agreement by and between the City of Roseville and Fiddymment Land Venture, LLC to the West Roseville Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Fiddymment Land Venture, LLC (Signature Properties)	March 24, 2004	20 Years	4048
	Amendments:		
	#1 – Feb. 3, 2006		4324
	#2 – July 18, 2008		4668
	#3 – Oct. 2, 2009		4767
ATC Realty One, LLC	#4 – Aug. 16, 2013		5211
Fiddymment Land Venture, LLC	#5 – June 6, 2014		5337
	#6 – Sept. 5, 2014		5385
ATC Realty One, LLC Fiddymment 116 Lots, LLC	#7 – Sept. 15, 2017		5863

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



**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2017	
Section	1.3.1 and 1.6
Title	Expiration and Annexation
Obligation	Entitlements granted herein to developer applicable to this property shall be applicable to annexed property for a twenty (20) year period (pursuant to annexation). Entitlements shall be contingent upon annexation of property into the City of Roseville. If annexation does not occur by Dec. 31, 2004, either party may terminate.
Department	Planning - Process Annexation. Community Development/City Manager - Oversee and facilitate annexation processes.
Status	Annexation application approved by LAFCO on July 14, 2004. Obligation Complete.
Section	2.6.1.6
Title	Facilities Districts
Obligation	The Economic and Community Services Director shall maintain a list of middle-income affordable units that are conveyed pursuant to an Affordable Purchase Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Purchase Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, set the applicable special tax for the middle-income affordable purchase units within each such Parcel at a level equal to fifty percent (50%) of the applicable special tax for the balance of the units within said Parcel.
Department	Finance Department and Housing Department
Status	CFD #1 infrastructure (bond) district has been formed and infrastructure improvement proceeding – Series 2006 issue of second series sold 09/2006. Both bond issues refunded into Series 2017. Bond Sales Complete – Obligation Complete Ongoing obligation for annual listing
Section	2.7.1
Title	404 Permit
Obligation	Developer has obtained verification from the U.S. Army Corps of Engineers that approximately 16.19 acres of vernal pools and 3.87 acres of wet swales/channels exist on the Property. Developer shall obtain from the U. S. Army Corps of Engineers (the "Army Corps") a permit (the "404 Permit") to fill specific wetland resources in conjunction with development of the Property. Developer shall diligently pursue and obtain issuance of the 404 Permit and any amendment, modification or supplement thereto, or an additional 404 Permit if required, in order to implement the Project, including but not limited to off-site improvements such as Phillip Road, and Blue Oaks Boulevard. Such 404 Permit or Permits shall be approved, with conditions satisfactory to the City if such conditions impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements on the Property. Developer intends to mitigate the impacts of such wetland fills through a combination of on-site preservation, off-site preservation and/or on-site and off-site creation of wetland resources. It is anticipated that the 404 Permit will require preservation and/or creation of wetland resources within the Property ("Preserve Area"). At the election of the City, City and Developer shall cooperate with one another in the formation of a conservancy or fee financing mechanism provided for in Section 3.20, with the authority to assume and/or administer the costs of maintaining the Preserve Area in accordance with the 404 Permit.
Department	Engineering Division / Environmental Coordinator

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

Status	Obligation Complete
Section	2.7.3
Title	Facilities Included in 404 Permit
Obligation	Developer shall use its best efforts to ensure that the approval of its 404 Permit includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, community garden and parking lot and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of Open Space Preserves. In this regard, Developer shall include the location of proposed bike paths, fuel modification areas, passive recreation areas (such as the community garden and associated parking), water quality structures and drainage and flood control facilities on all maps and/or exhibits accompanying all 404 Permit applications to ensure all proposed open space improvements are disclosed and considered by the Corps during 404 Permit processing and drafting of permit conditions. In addition, Developer shall ensure that the typical improvements required for overland stormwater conveyance, stormwater outfalls and related erosion control improvements are included in the O&M Plan as future allowed uses. In this regard, the O&M plan shall include typical schematic plans to characterize these improvements for future regulatory and permitting purposes. If any significant modifications are proposed which conflict in any manner with the Entitlements related thereto and to the planned location and improvement of the bike paths as a result of approval of the 404 Permit, the revised relocation and/or improvement of such paths or other facilities shall be resubmitted to the City for review. The City may approve or deny any request to relocate any of the paths or other facilities within or outside of the Open Space Preserves and the review of such modifications shall be made in accordance with CEQA.
Department	Engineering Division / Environmental Coordinator
Status	Complete
Section	2.7.4
Title	Operation and Management Plans
Obligation	Developer and Placer Investors shall be responsible for the cost of preparation of any required Operations & Management Plan ("O&M Plan") required for the 404 Permit. Further, Developer and Placer Investors shall be responsible for the cost of the City's preparation, pursuant to the August 18, 2000 MOU between the City and the United States Fish and Wildlife Service, of an overarching management plan to maintain consistent management strategies among the City's preserves and preserve areas created by the Project.
Department	Engineering Division/ Environmental Coordinator
Status	Complete
Section	3.5.2.1
Title	Blue Oaks Boulevard Amendment #4 – Ord. #5211 Amendment #5 – Ord. #5337 Amendment #6 – Ord. #5385 – section deleted
Obligation	Developer shall construct Blue Oaks Boulevard consistent with the Phasing Plan. Developer shall construct Blue Oaks Boulevard from 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

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	Amendment Property. Segments 2 through 4 of Blue Oaks Boulevard, located outside of the Fourth Amendment Property, beginning at the westerly property line of the Fiddymment property through the westerly side of the intersection of Westbrook Boulevard (collectively, "Blue Oaks Boulevard (Off-site)") shall be constructed by others. Developer will bear a pro-rata share of the cost to construct Segment 3 of Blue Oaks Boulevard Off-Site through the payment of the below-described fee; however, Developer has no obligation to construct any portion of Blue Oaks Boulevard (Off-site). • Segment 1: Westerly side of the Hayden Parkway/Blue Oaks Boulevard intersection to the westerly property line of the Fiddymment property. (Cost allocation: 100% Developer). • Segment 2: Westerly property line of the Fiddymment property to the east side of the Blue Oaks Boulevard/Westpark Drive intersection. (Cost allocation: 100% City TMF). • 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 "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 3.5.2.1 for Segment 3 (excepting the cost of 22 feet of pavement in Segment 3, the cost of which will be paid via payment of City TMF Fees) shall be paid by Developer through a Blue Oaks Boulevard off-site road fee (the "Blue Oaks Boulevard Off-Site Road Fee") applied to all LDR, MDR, and HDR building permits in the Fourth Amendment Property as of the date of this Fourth Amendment, and dedicated to Segment 3 of the Blue Oaks Boulevard off-site improvements described in this Section 3.5.2.1. With respect to the Fourth Amendment Property, Developer agrees to pay to City a fee of \$1,159 per LDR or MDR building permit, for the Blue Oaks Boulevard Off-Site Road Fee. The foregoing fee is based upon the number of units currently approved for the Fourth Amendment Property (e.g., 482 LDR, 806 MDR, and 0 HDR units). In the event a subsequent Development Agreement amendment causes an increase or decrease in the approved number of LDR, MDR, or HDR units, within the Fourth Amendment Property, the foregoing fee amount shall be appropriately adjusted, and if HDR units are approved within the Fourth Amendment Property, Then, in addition to the adjustment of the amount of the LDR /MDR fee, a fee payable per HDR unit will be created. The Blue Oaks Boulevard Off-Site Road Fee shall be adjusted annually based upon the CCI as defined in this Agreement. Developer's pro-rata share of the Blue Oaks Boulevard Off-Site Road Fee has been calculated by establishing a fee amount for LDR, MDR, and HDR units spread over 95% of the total allocated LDR, MDR, and HDR units within the Fourth Amendment Property. If after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units within the Fourth Amendment Property will be constructed, the City Manager may appropriately adjust the Blue Oaks Boulevard Off-Site Road Fee
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West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	to avoid a shortfall in the payment of Developer's pro-rata share of the cost obligation, without amendment of this Fourth Amendment and otherwise without compliance with the Mitigation Fee Act (California Government Code Section 66000, et seq.). Upon demand of City, Developer shall provide to City an irrevocable offer(s) of dedication (IOD) for (1) all necessary access easements with rights to construct and the right of City assignment, and (2) rights of way, subject to improvement for those portions of Blue Oaks Boulevard that may be within or upon properties owned by Developer. The Blue Oaks Boulevard Off-Site Road Fee shall apply to Developer's and Westpark's allocated costs for Segment 3 of Blue Oaks Boulevard (Off-site) set forth in this Section 3.5.3.2., and in Sections 3.8.3 and 3.9 and shall fully satisfy the obligations of Developer and Westpark to fund off-site portions of Blue Oaks Boulevard, off-site water and off-site recycled water facilities contained therein. The improvements included in the Blue Oaks Boulevard Off-Site Road Fee include all costs reasonably associated with construction of the southerly one-half section of the ultimate 100-foot Blue Oaks Boulevard right-of-way, except for those portions to be funded by City TMF Fees. A general description of these includes: • The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the southern ½ section of the road including slopes. • The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost. • The cost of grading the southerly ½ of a 6-lane facility, including turn lanes, bus turnouts, 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:
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West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	(i) \$539 per LDR or MDR building permit, and (ii) \$334 per HDR unit. In the event that Segment 1 of Blue Oaks Boulevard, as described in paragraph 3.5.2.1 of the Fourth Amendment to the Development Agreement, is constructed or is under construction by a third party(ies) in advance of the development of Phase 3, Developer shall reimburse such third party(ies) the cost (or reasonable estimated cost, subject to true up) of design, construction, and construction management of Segment 1 prior to the issuance of the first building permit in Phase 3.
Department	Engineering Division
Status	Section deleted.
Section	3.5.3.1
Title	Phillip Road Westpark Drive Amendment #4 - Ord. #5211 Amendment #5 – Ord. #5337 Amendment #6 – Ord. #5385 – section deleted
Obligation	Consistent with the Phasing Plan, Developer shall realign and reconstruct segments of existing Phillip Road within the Property consistent the Phasing Plan. Developer shall complete such reconstruction within five years of the date of the first occupancy permit issued in parcels (F-3 and Placer Investors' Parcels W-2, W-3, W-4, W-5, W-6, W-7, and W-75) adjacent to the temporary truck route serving the Treatment Plant. Segments of existing Phillip Road replaced by newly realigned and reconstructed segments shall be abandoned to the owner of the underlying fee of the segment in question. If applicable and as necessary, relocation shall be coordinated so as not to interrupt service and access to the Pleasant Grove Wastewater Treatment Plant. Consistent with the Phasing Plan, Developer shall realign and reconstruct segments of existing Phillip Road off-site consistent the Phasing Plan. Portions of the realigned and reconstructed Phillip Road include the installation of frontage improvements adjacent to the city-wide park, including curb, gutter, sidewalk, street lights and utility services. Developer shall be entitled to a credit against the city-wide park fee for the cost of constructing such park frontage improvements. Westpark Drive (formerly Phillip Road). Developer's cost obligation set forth in this Section 3.5.3.1 for Westpark Drive (and further described as Segment 5 in Exhibit "C" attached to the Fourth Amendment) shall be paid by Developer through a Westpark Drive off-site road fee (the "Westpark Drive Off-Site Road Fee") applied to all Low Density Residential ("LDR"), Medium Density Residential ("MDR"), and High Density Residential ("HDR") building permits in the Fourth Amendment Property, and dedicated to the Westpark Drive off-site improvements described in this Section 3.5.3.1. With respect to the Fourth Amendment Property, Developer agrees to pay to City a fee of \$352 per LDR or MDR building permit for the Westpark Drive Off-Site Road Fee. The foregoing fees are based upon the number of units currently approved for the Fourth Amendment Property (e.g., 482 LDR, 806 MDR, and 0 HDR units). If, after the date of this Fourth Amendment, there is In the event a subsequent Development Agreement amendment causes an increase or decrease the approved number of LDR, MDR, or HDR units, within the Fourth Amendment Property, the foregoing fee amount shall be appropriately adjusted, and if H OR units are approved within the Fourth Amendment Property, then, in addition to the adjustment of the amount of the LDR/MDR fee, a fee payable per HDR unit will be created. Further, the Westpark Drive Off-Site Road Fee shall be adjusted annually based upon the Engineering News Record, Construction Cost Index for the United States average of 20 cities and San Francisco

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	(CCI)- Developer and Westpark shall each be responsible for fifty percent (50%) of the construction cost of Westpark Drive north of the Pleasant Grove Wastewater Treatment Plant, both shares of which will be paid through the Westpark Drive Off-Site Road Fee. Developer's pro-rata share of the Westpark Drive Off-Site Road Fee has been calculated by establishing a fee amount for LDR, MDR, and HDR units spread over 95% of the total allocated LDR, MDR, and HDR units within the Fourth Amendment Property. If after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units within the Fourth Amendment Property will be constructed, the City Manager may appropriately adjust the Westpark Drive Off-Site Road Fee to avoid a shortfall in the payment of Developer's pro-rata share of the cost obligation, without amendment of this Fourth Amendment and otherwise without compliance with the Mitigation Fee Act (California Government Code Section 66000, et seq.). The City may elect to construct Westpark Drive at any time it deems necessary to serve the Plan Area in its sole and absolute discretion. The City may require acceleration of the payment of Developer's share of the Westpark Drive Off-Site Road Fee upon the construction of Segment 2 of Blue Oaks Boulevard (as shown in Exhibit "C" attached to the Fourth Amendment), from the westerly property line of the Fiddymment property to the intersection of Westpark Drive (the "Prepayment Event"). At such time as the City elects to trigger the Prepayment Event, regardless of the status of fees collected, the City shall provide Developer with six (6) months advance written notice of its intent to call for the outstanding balance of the fee to be paid by Developer. The City shall indicate in the notice the date on which the balance of the fee shall be due. During this six-month period, the City shall continue to collect the Westpark Drive Off-Site Road Fee. The amount due from Developer for the balance of the Westpark Drive Off-Site Road Fee shall be determined by subtracting from the total fee obligation of the Fourth Amendment Property the total amount of fees paid by the Fourth Amendment Property as of the date that the balance of the fee is due (the "Westpark Drive Fee Prepayment"). In the event that the Westpark Drive Fee Prepayment is not received by City as of the date referenced in the notice to pay, the City may withhold all further inspections and further issuance of permits within Phases 2 & 3 until such time as the Westpark Drive Fee Prepayment is received by City. If a Prepayment Event has occurred and Developer has paid the balance of the fee as set forth herein, the City shall continue to collect the Westpark Drive Off-Site Road Fee on all LDR, MDR, and HDR units in the Fourth Amendment Property, annually adjusted by the CCI as provided above, until all LDR, MDR and HDR units in Fourth Amendment Property have paid the Westpark Drive Off-Site Road Fee, as set forth below, at which time City shall reimburse to Developer the prepayment amount previously paid by Developer (less the actual amount of any increase in the cost to construct Westpark Drive above the estimated cost used to calculate the Westpark Drive Off-Site Road Fee, which reimbursement is personal to Developer and does not run with the Property, to successors and assigns, unless Developer provides written notice to City that said reimbursement has been assigned by Developer to a third party. In the event that, and at such time as, the funds collected for the Westpark Drive Off-Site Road Fee equal the amount of the Westpark Drive Prepayment, as adjusted by the CCI, City shall cease collecting the Westpark Drive Off-Site Road Fee. The improvements included in the Westpark Drive Off-Site Road Fee include all costs reasonably associated with construction of Westpark Drive north of the Pleasant Grove
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West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	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, 2011 utilizing the figures in Scenario 1 in Tables 5 of the report. f. The WRSP portion of the 24-inch recycled water line. Portions of the realigned and reconstructed Westpark Drive (formerly Phillip Road) include the installation of frontage improvements adjacent to the city wide park, including curb, gutter, sidewalk, street lights and utility services. Developer shall be entitled to a credit against the city wide park fee for the cost of such park frontage improvements. REVISED SECTION 3.5.3.L The number of LDR, MDR and HDR units within the Fifth Amendment Property is being adjusted in connection with this Fifth Amendment; therefore, the amount of the Westpark Drive Off-Site Road Fee (defined in the Fourth Amendment) that will be applied to LDR, MDR, and HDR building permits within the Fifth Amendment Property is hereby amended as follows: (i) \$163 per LDR or MDR building permit, and (ii) \$101 per HDR unit.
Department	Engineering Division
Status	Section deleted.
Section	3.5.7.1
Title	Traffic Signal Interconnect Project Amendment #1 – Ord. #4324
Obligation	In connection with the West Roseville Traffic Signal interconnect project, Developer agrees to fund one-third of the cost of constructing the improvements set forth in the Fehr & Peers plans (#1997-E01) approved by City April 12, 2005, and incorporated herein by reference (the "Signal Interconnect"). City agrees to fund its one-third share and to collect the remaining one-third of the cost of the Signal Interconnect from 1600 Placer Investors, LP and/or PL Roseville, LLC, pursuant to an amendment to that certain agreement between the City of Roseville and 1600 Placer Investors, LP recorded in the Official Records of Placer County as Instrument No. 2004-006948. Developer shall have no further obligations to fund or construct any other offsite portions of the City's traffic signal interconnect project. 1st Amendment: Developer agrees to fund 1/3 of the cost of constructing the improvements for the Signal Interconnect. Pulte agrees to fund 1/3, City agrees to fund 1/3.
Department	Engineering Division

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

Status	Interconnect Improvements Complete – Funding obligation met. Obligation Complete
Section	3.5.16
Title	Transit Master Plan Funding
Obligation	Developer shall pay, as its fair share on a city-wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Master Plan Update, and Bikeway Master Plan Update, the amounts of \$6,502, \$7,585 and \$5,418 prior to recordation of the Large Lot Tentative Map.
Department	Engineering Division , Building Division and Alternative Transportation Department
Status	Required fees for the Long and Short Range Transit Master Plan and the Bikeway Master Plan were paid October 2004. Obligation Complete.
Section	3.5.21
Title	Fiddymment Road Widening Amendment #4 – Ord. #5211 Amendment #6 – Ord. #5385 – section deleted
Obligation	Developer and Placer Investors shall be jointly and severally responsible to widen Fiddymment Road to City standards as a four-lane road, from Pleasant Grove Boulevard to Baseline Road, with construction commencing not later than expiration of fiscal year 2009-2010, subject to completion of all environmental review requirements, and provided that City has not then received any application for development of the property adjacent to the west of existing Fiddymment Road, and provided further that such widening has not otherwise been completed or undertaken by that date. City and Developer acknowledge that the agreement to widen Fiddymment Road is the result of negotiation between the parties and is not required as a result of impacts of development of the Property.
Department	Engineering Division
Status	Section deleted
Section	3.7.1
Title	Water Supply – Contract with San Juan Water District
Obligation	City has acquired from San Juan Water District rights to 3,200 acre feet of potable water annually for purposes of augmenting City water supplies. Developer and Placer Investors shall be jointly and severally responsible to reimburse to City the one-time up-front payment from City to San Juan Water District in the sum of \$1,340,000 within 30 days after the expiration of all appeal periods and tolling periods pursuant to Section 1.3.4 of this Agreement applicable to City's approval of the Entitlements and annexation of the Property into City by LAFCO. City and Developer agree that the payment to City as required pursuant to this Section 3.7.1 shall be reimbursed from the first phase of CFD bonds issued for the Project.
Department	Environmental Utilities
Status	Obligation completed
Section	3.8.1
Title	Water Study
Obligation	Developer has prepared a Water Study for on-site water facilities and prepared general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing and Reimbursement Schedule.
Department	Environmental Utilities
Status	Water study was completed – Obligation complete
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Developer shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities,

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current improvement standards.
Department	Environmental Utilities
Status	Easement Granted for sanitary sewer pipeline 03/15/2005. Obligation Complete.
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Placer Investors, Developer shall prepare City's Engineer's Report for submittal to and review by the State Regional Water Quality Control Board and Department of Health Services documenting the use of recycled water in the WRSP. Prior to submittal to the State Water Quality Control Board, Developer shall obtain approval of the City Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the City Engineer's Report has received all required State approvals.
Department	Environmental Utilities
Status	Obligation completed
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Developer shall grant in fee to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the 100-year floodplain and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.11.4
Title	Electric Substation
Obligation	Developer shall dedicate an electric substation site (F-65) of approximately 1.2 buildable acres, net of easements, wetlands, riparian corridors and required setbacks which City shall construct the substation. The timing for such dedication shall be prior to issuance of the first residential building permit. This parcel shall not be encumbered by any easements, except as approved by the Electric Utility Director. Developer shall rough grade to accommodate electrical substation construction and construct public services to the site. The electric substation site (Parcel F-65) shall be dedicated in fee, free and clear of all wetlands.
Department	Electric Department
Status	Parcel F-16 property was dedicated to the city on 9/21/2005 (DOC#2006-0001828). Obligation Complete
Section	3.11.6
Title	Coordination with Construction by City
Obligation	To the extent feasible so as not to delay Developer's project construction schedule or result in additional cost to Developer, Developer shall coordinate and cooperate with City for future construction of underground infrastructure and externalities (including, but not limited to, joint trench, gas and transmission lines.) associated with the City's proposed Roseville Energy Park.
Department	Electric Department
Status	Obligation Complete
Section	3.12.2
Title	Existing Residences within Property
Obligation	Three (3) occupied residences exist on the Property today are Residences A, B and C. Residence "A," will remain on the Regional Sports Park property for utilization by the City for non-residential purposes. Residence "C" will be retained as part of the 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.

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	Developer shall deliver to City all residences "A" and "C," together with all outbuildings, appurtenances and grounds, in good and tenantable condition at least as good as the condition in which such residences, etc., exist as of the date of this Agreement. To that end, Developer may encourage continued lawful occupancy of the residences subject to compliance with any applicable rental agreement. Any such applicable rental agreement shall include, to the extent allowed by law, a waiver by the tenant of any right or claim to relocation assistance. City reserves the right to either approve and allow continued occupancy or require vacation of any of the residences prior to acceptance of dedication. Notwithstanding the foregoing, Developer shall reimburse City for any and all relocation assistance or benefits that City may be required to provide to any occupant of the property.
Department	Parks Department
Status	Obligation Complete
Section	3.12.4.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites and the Community Garden, Developer shall construct the frontage improvements (excluding landscaping and sidewalks) and stub utilities for the park site and community garden, subject to direction from City on the location of such utility stubs. The cost of this work has been accounted for under the Parks Financing Plan. Developer shall not be entitled to any reimbursement for the cost of such improvements.
Department	Parks Department
Status	Obligation Complete
Section	3.12.4.2
Title	Construction of Neighborhood Park Improvements by Developer Amendment #1 – Ord. #4324
Obligation	Developer shall design and install park improvements for the park site planned for parcel F-53, subject to and in accordance with the following provisions:" (a) The park site for parcel F-53 shall be improved in conjunction with Developer's development of the parcels F-4 and F-5. (b) The park facilities for Parcel F-53 shall be constructed and improved according to a plan for the site to be prepared by Developer and approved by the City. These park facilities shall be designed in accordance with the preliminary designs for park F-53 described in the Specific Plan, the Parks Financing Plan, and the design standards for such facilities and improvements described in the City's park F-53 master plan. The Improvement plans for the park site shall include-detailed construction plans, specifications and drawings for the site to be approved by the City. Developer shall be responsible for all costs associated with the approval of the plan, including the cost of preparing the required construction plans and drawings, subject to credits provided for in Section 3.12.4.7.
Department	Parks Department
Status	Obligation Complete
Section	3.12.4.3
Title	Estimated Costs Associated with Neighborhood Park Improvements Amendment #1 – Ord. #4324
Obligation	The estimated cost for the design and construction of the park improvements for parcel F-53 (\$1,261,692.00) are set forth in the Parks Financing Plan for the Specific Plan and have been used to establish the neighborhood park fee for the Property. The improvements to be required by the City for this park site shall consider and accommodate such cost estimates. The cost estimates shall be adjusted by the City, from the Effective Date of this Agreement to the date of commencement of the construction of the improvements, based on the percentage change in the Construction

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	Cost Index." "When Developer bids the work for the neighborhood park, the City shall review and approve the bid documents for the park improvements prior to the issuance of a notice of and invitation to bid by Developer. The City shall also review the bids received by Developer and shall approve the Developer's selection of the most appropriate bid prior to award of the contract. The City shall have ten (10) working days to review the bids and if the bid amount for the work, together with all design and other park improvements costs then incurred by Developer, exceed the then adjusted cost estimate by more than eight percent (8%), then the City shall either (i) agree to defer the installation of certain improvements within the park to reduce the cost of the work to be installed by Developer to one hundred eight percent (108%) of such adjusted cost or (ii) agree to pay its share of the cost of the improvements in excess of one hundred eight percent (108%) of such adjusted cost estimate, as such costs are incurred by Developer. If the actual cost of the bid for the work, together with all design and other park improvement costs then incurred by Developer, is less than the then adjusted cost estimate for the park, Developer shall pay to the City the difference between the actual cost of the park construction and the total amount of fee credits received as described in Section 3.12.4.7.
Department	Parks Department
Status	Obligation Complete
Section	3.12.4.4
Title	Construction Plans for Neighborhood Park Improvements Amendment #1 – Ord. #4324
Obligation	Developer shall submit completed construction plans and specifications (the "Construction Documents") to the City for improvement of parcel F-53 prior to the issuance of the 75th building permit issued within parcels F-4 and F-5 (the "Responsible Parcels"). The construction documents shall be subject to review and approval by the Department of Parks and Recreation ("the Department") and other City departments. Developer may submit completed Construction Documents earlier than this milestone with written authorization by City.
Department	Parks Department
Status	Obligation Complete
Section	3.12.4.5
Title	Scheduling of Neighborhood Park Improvement Construction Amendment #1 – Ord. #4324
Obligation	Developer shall commence construction of the park improvements for parcel F-53 in accordance with its approved park plan prior to the issuance of the 175th building permit issued within parcels F-4 and F-5. Developer shall not issue any change orders on such construction contract without first obtaining City's written consent and may commence construction of the park improvements earlier than this milestone with written authorization by City. Thereafter, Developer shall diligently proceed with such construction and use its best efforts to complete the construction of the improvements to the park site within one hundred fifty (150) days of the date of the commencement of such improvements. In the event the Developer elects to commence construction of the park improvements for parcel F-53, upon completion Developer shall be responsible for the maintenance of the park improvement and the liability for use of the park facilities by the public. This obligation shall exist from the completion of the parks until thirty (30) days following notice to City by Developer that all building permits within parcel F-4 and parcel F-5 have been issued.

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	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 stub utilities for the park site, subject to direction from the City on balance of the subdivision improvements.
Department	Parks Department

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Status	Obligation Complete
Section	3.12.4.7
Title	Neighborhood Park Fee Credits and Reimbursement Amendment #1 – Ord. #4324
Obligation	In consideration of Developer designing and constructing the park on Parcel F-53, Developer shall receive full credit against the neighborhood park fee described in Section 3.12.4, including any adjustment that may be made periodically consistent with the terms of the Development Agreement and this Amendment. Said park fee credits shall apply to all units within parcels F-1, F-2, F-3, F-4 and F-5. Upon completion of the park improvements, Developer shall submit itemized invoices evidencing the costs of all improvements of the park. Credits are estimated to be \$1,448,832.00, which is expected to exceed the estimated cost of the park development at \$1,261,692.00. If the value of the credits exceeds the costs incurred to complete the park, then the difference shall be paid to the City by the Developer within 30 days of the acceptance of the park improvements by the City.
Department	Parks Department
Status	Obligation Complete
Section	3.12.10
Title	Community Garden Amendment #5 – Ord. #5337 Amendment #6 – Ord. # 5385 – section deleted
Obligation	Developer intends to create a Community Garden in Open Space Preserve Parcel F-83, north of Parcel F-23. The Community Garden site is 2.0 acres and will include an adjacent 35 (thirty-five) space parking area accessible from a roadway east of Parcel F-23. The parking lot shall serve a dual purpose of providing parking for the Community Garden and as a trail access point for the Pleasant Grove Creek biking and walking trails. The parking lot shall be included as part of the bike trail network and as such its construction shall be included and reimbursable from the city wide Park Fund established for the Project. Developer shall construct the community garden parking lot when roadways adjacent to Parcel F-23 are constructed. The cost of community garden parking lot construction shall be reimbursable from the City Wide Park Fund, to the maximum amount estimated in the Parks Financing Plan. The Community Garden site shall be dedicated to the City within the Open Space Preserve site. City shall be obligated to administer the use of and maintenance for the Community Garden. The obligations called for under this Section 3.12.10 shall be contingent upon Developer's success in having the Community Garden listed as an identified and approved open space use on the 404 Permit and related O&M Plan. If, despite good faith efforts, Developer fails to obtain approval of the Community Garden use in the 404 Permit and O&M Plan, the property described as Community Garden site shall remain as Open Space Preserve. REVISED SECTION 3.12.10. Developer shall construct the community garden parking lot described in Section 3.12.10 of the Development Agreement (including post & cable fencing along the road and utility stubs as requested by City) within 6 months following receipt of written notice from City requesting construction and confirming that there are adequate funds in the City Wide Park Fund to reimburse Developer for the cost thereof, weather permitting. City shall review and approve an itemized list of costs of the improvements prior to start of any work. Changes or increases to the approved costs 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.

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

Department	Parks Department
Status	Section deleted
Section	3.13
Title	School Fee Agreements
Obligation	Developer has entered or will enter into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District (collectively "the Districts"), prior to any subdivision map approval or issuance of any building permit , to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Developer is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements. Developer agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division
Status	Agreements entered – obligation complete.
Section	3.14
Title	Fire Station Site
Obligation	Developer shall dedicate to City a 3.1-acre site (F-73) for use as a fire station at the location in the Specific Plan. The timing for such dedication shall be prior to issuance of the first residential building permit within the Project . Prior to acceptance of the fire station site by City, Developer shall rough grade to accommodate fire station construction, and construct public services to the site.
Department	Fire Department and Building Division
Status	WRSP PCL F-73 (APN: 017-100-059 & 068 portion of) was dedicated to the City on July 12, 2006 (Doc #2006-0074401). Parcel rough graded prior to dedication. Obligation Complete
Section	3.15.8
Title	Orthophotography of Site
Obligation	Developer agrees to participate with Placer Investors and pay its fair share of cost of orthophotography of the WRSP site for which City estimates the total cost for the WRSP site to be approximately \$26,760. Payment shall be due within ten (10) days after the first large lot map approval for the WRSP.
Department	Engineering Division and IT Department
Status	Fee paid. Obligation Complete.
Section	3.17
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Developer, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Developer, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Not Complete</u> as of December 2017	
Section	2.1
Title	Permitted Uses
Obligation	The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements and this Agreement.
Department	Planning Division
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements Amendment #1 – Ord. #4324 Amendment #2 – Ord. #4668 Amendment #3 – Ord. #4767 Amendment #5 – Ord. #5337 Amendment #6 – Ord. #5385
Obligation	Low Density Residential: 2,767 units on 837.3 net acres Low Density Residential: 2,771 units on 837.3 net acres Low Density Residential: 2,319 units on 815.4 net acres Low Density Residential: 2,659 units on 867.4 net acres Low Density Residential: 3,240 units on 740.69 net acres Low Density Residential: 3,240 units on 769.8 net acres Medium Density Residential: 359 units on 54.3 net acres Medium Density Residential: 394 units on 54.3 net acres Medium Density Residential: 527 units on 71.3 net acres Medium Density Residential: 131 units on 17.5 net acres Medium Density Residential: 740 units on 69.01 net acres Medium Density Residential: 836 units on 80.51 net acres High Density Residential: 1,044 units on 70.3 net acres High Density Residential: 1,005 units on 104.6 net acres High Density Residential: 1,361 units on 67.2 net acres High Density Residential: 1,461 units on 67.2 net acres High Density Residential: 1,888 units on 83.98 net acres High Density Residential: 1,792 units on 72.48 net acres Community Commercial: 30.1 net acres Community Commercial: 39.0 net acres Community Commercial: 45.78 net acres Business Professional: 9.1 net acres Business Professional: 0.0 net acres Park: 195.2 net acres Park: 203.0 net acres Open Space: 335.2 net acres Open Space: 340.12 net acres Open Space (paseo): 6.1 net acres Open Space (paseo): 6.66 net acres Schools: 69.8 net acres Schools: 71.95 net acres Fire Station: 3.1 net acres

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	Fire Station: 2.51 net acres Electric Substation: 1.6 net acres Electric Substation: 1.55 net acres Well Sites: 2.0 net acres Well Sites: 0.52 net acres Other Public (RoW): 44.5 net acres Other Public (RoW): 111.73 net acres																
Department	Planning Division																
Status	Ongoing obligation																
Section	2.6																
Title	Affordable Housing Amendment #1 – Ord. #4324 Amendment #5 – Ord. #5337																
Obligation	Developer shall provide 417 587 units affordable to very low, low and middle income households. Amendment #1 – Any adjustment based on actual development shall be subject to the approval of the Community Services Director.																
Department	Housing																
Status	Ongoing obligation – adjustments have been made.																
Section	2.6.1																
Title	Affordable Purchase Residential Units Amendment #1 – Ord. #4324 Amendment #2 – Ord. #4668 Amendment #3 – Ord. #4767 Amendment #5 – Ord. #5337 – <i>section deleted</i> Amendment #6 – Ord. #5337 – <i>section deleted</i>																
Obligation	Developer agrees that 83 units will be reserved on the Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows: Developer agrees that 83 units will be reserved on Parcel F-16 as detached and/or attached single-family residential units affordable to middle-income purchasers. Such units shall be distributed throughout said Parcel. Developer agrees that 83 units will be temporarily reserved on Parcel F-6 as detached and/or attached single-family residential units affordable to middle-income purchasers. Prior to (or concurrently with) the approval of the first tentative map in Fiddymment Ranch Phase 3 a permanent location for the affordable purchase units shall be identified and designated in the Development Agreement. <table border="1" data-bbox="402 1392 1432 1581"> <thead> <tr> <th>Parcel</th><th>Total Units in Parcel</th><th>Middle Income Purchase Units</th></tr> </thead> <tbody> <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> </tbody> </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 ongoing																
Section	2.6.1.1																
Title	Required Agreements																
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement for such residential purchase units affordable to middle-income households. Specific requirements of the agreement will be determined by the Economic Development Director.																
Department	Housing Division																

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

Status	Not recorded yet – Ongoing obligation												
Section	2.6.1.2												
Title	Content												
Obligation	The Affordable Purchase Housing Development Agreement shall, for each such residential lot subdivision, set forth, among other things, the distribution of the affordable housing units within the subdivision and Developer's obligations for marketing the affordable units. No City subsidies will be required to provide residential purchase units affordable to middle-income households. The Affordable Purchase Housing Development Agreement shall include specific requirements for marketing of affordable purchase units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and best efforts requirements.												
Department	Housing Division												
Status	Not recorded yet – Ongoing obligation												
Section	2.6.1.5												
Title	In Lieu Fee Affordable Housing												
Obligation	2.6.1.5 In Lieu Fee - Affordable Housing. In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to moderate, low or very low income households, Developer shall be eligible to pay such in lieu fee rather than construct affordable housing units on the Property.												
Department	Housing Division												
Status	Ongoing obligation												
Section	2.6.2.1												
Title	Multi-Family Affordable Rental Units – Affordable Obligation Amendment #3 – Ord. #4767 Amendment #5 – Ord. #5337												
Obligation	Developer agrees that 335 affordable rental units will be reserved within the Property, including 167 units for rental to very low income households and 168 units for rental to low income households as follows: Developer agrees that 338 affordable rental units will be reserved within the Property, including 169 units for rental to very low income households and 169 units for rental to low income households as follows: Developer agrees that 587 affordable rental u nits will be reserved within the Property, including 235 units for rental to very low income households, 235 units for rental to low income households, and 117 units for rental to middle-income households, as follows: <table><tr><td>PCL F-20</td><td>78 Very low income rental units 76 low income rental units</td></tr><tr><td>PCL F-22</td><td>91 very low income rental units 93 low income rental units</td></tr><tr><td>PCL F-6B</td><td>66 very low income rental units 66 low income rental units 63 middle income rental units</td></tr><tr><td>PCL F-8A</td><td>0 very low income rental units 0 low income rental units 54 middle income rental units</td></tr></table>					PCL F-20	78 Very low income rental units 76 low income rental units	PCL F-22	91 very low income rental units 93 low income rental units	PCL F-6B	66 very low income rental units 66 low income rental units 63 middle income rental units	PCL F-8A	0 very low income rental units 0 low income rental units 54 middle income rental units
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PCL F-8A	0 very low income rental units 0 low income rental units 54 middle income rental units												
	Parcel	Total Units in	Total	Very Low	Low Income								

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

		Parcel	Affordable Unit Allocation	Income Rental Units	Rental Units
	PCLF-20	136	68	27	41
	PCLF-20			78	76
	PCLF-22	110	44	22	22
	PCLF-22			91	93
	PCLF-23	160	96	32	64
	PCLF-24	200	86	46	40
	PCLF-25	100	20	20	0
	PCLF-26	98	20	20	0
	Total		335	167	167
Department	Housing Department				
Status	Obligations current and ongoing - Not developed yet				
Section	2.6.2.2				
Title	Transfer/Satisfaction of Obligation Amendment #5 – Ord. #5337 Amendment #6 – Ord. #5337				
Obligation	At the request of Developer, the affordable rental housing obligation (or any portion thereof) may be transferred, with the consent of the Economic Development Director, from one Parcel within the Property to another Parcel, within the Property. No such transfer shall require an amendment to this Agreement, but City and Developer shall execute an instrument memorializing such transfer of obligation that shall be recorded against the affected parcels, with reference to this Agreement. Provided, however, in no event shall a transfer result in any one parcel containing more than 200 affordable units. At the request of Developer, the affordable rental housing obligation (or any portion thereof) may be transferred, with the consent of the Economic Development Director, from one Parcel within the Property to another Parcel within the Property. No such transfer shall require an amendment to this Agreement, but City and Developer shall execute an instrument memorializing such transfer of obligation that shall be recorded against the affected parcels, with reference to this Agreement. Provided, however, in no event shall a transfer result in any one parcel containing more than 200 affordable units.				
Department	Housing Division				
Status	No transfers requested yet – Ongoing obligation				
Section	2.6.2.4				
Title	Facilities District				
Obligation	The Economic and Community Services Director shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to an Affordable Housing Development Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Housing Development Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, set the applicable special tax for each such Parcel by using 50% of the number of low and very low-income income affordable rental units within each such Parcel to determine the number of units assessed for special tax purposes for each such Parcel.				
Department	Housing Division				
Status	Ongoing obligation				
Section	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.				

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	Wherever this Agreement obligates Developer to design, construct or install any improvements, the cost thereof may be provided by Developer, or by traditional assessment district, CFD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	Development Departments
Status	Ongoing Obligation
Section	3.3
Title	Project Phasing Amendment #5 – Ord. #5337
Obligation	Developer shall develop and construct the on-site and off-site infrastructure necessary to serve the Project in three phases consistent with the Phasing Plan set forth in the Specific Plan. Infrastructure phases identified in the Phasing Plan may be combined as approved by City's Community Development Director, in consultation with all affected City departments. Building permits for subsequent phases may be issued so long as all improvements required in earlier phases are substantially complete and the infrastructure within the subject phase is sufficient to provide access and utility service as determined by the Public Works Director and Environmental Utilities Director. It is anticipated that the Property will develop in multiple sub- phases. The sub-phasing concept is depicted within the Infrastructure Phasing Matrix attached to this Fifth Amendment as Exhibit F. Developer, or its successor(s) in interest, shall develop and construct the infrastructure necessary to serve each phase of the Project within the Property, as depicted in the Infrastructure Phasing Matrix. The City has confirmed that progression of development in sub phases as described in the Phasing Matrix includes the necessary facilities to support the approved land uses within each of the sub- phases if built in the sequence described in the Phasing Matrix. If Developer proposes to develop a portion of the Property out of sequence from that set forth in the Phasing Matrix, then, prior to the issuance of a building permit in the applicable sub-phase, the City may require special studies to confirm that the necessary facilities, including but not limited to, sanitary sewer, recycled water, potable water, storm drain, electric facilities, and roadway serving the applicable out-of-sequence sub-phase will be provided. Developer will be responsible for all reasonable third-party costs associated with the preparation of any required special studies, and for the cost of City staff (on a time and materials basis) required for such confirmation.
Department	Engineering Division and Development Services Department
Status	Ongoing Obligation
Section	3.4
Title	Public Utilities within Rights of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Developer to City for the arterials, collectors and other local streets within the Property or within public easements granted by Developer to City for such purposes. Accordingly, upon approval of the final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Developer agrees to grant and convey to City the rights-of-way for any arterials, collectors, local streets, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Developer shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way for the applicable roadways, including the area for utilities and power line corridors, shall be as shown in the Specific Plan. Developer shall also grant and convey to City, with each of the foregoing roadway

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	easements, a non-exclusive, co-extensive easement for sidewalk/pedestrian egress purposes. Each such easement shall be as depicted in the Specific Plan and shall be located within the right-of-way for the adjacent roadway as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities and Electric Departments
Status	Ongoing Obligation
Section	3.5
Title	Road Improvements
Obligation	Developer, at its expense, shall provide the road improvements set forth in this Agreement and the Phasing Plan. <u>3.5.1 Developer's Obligations.</u> Developer obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and full asphalt pavement section. For arterial roadways, Developer's obligation for roadway frontage improvements shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, utilities, street lights, signal interconnect, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer, all grading, drainage laterals and inlets, and cross culverts (collectively "Frontage Improvements"). The area within which such Frontage Improvements are to be located shall be referred to herein as Developer's Frontage. Unless specifically identified within this Agreement, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required roadway improvement. Installation of landscaping and median curbing shall occur concurrent with roadway construction. Landscaping and sidewalks adjacent to roadways may occur concurrent with the development of adjacent parcels. Bike trail connections will be constructed consistent with Section 3.12.7.1 of this Agreement.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways Amendment #4 – Ord. #5211
Obligation	Developer shall dedicate all necessary rights- of-way and shall construct roadway improvements for the arterial roadways and described in the Phasing Plan. Arterial roadways within the Property consist of Fiddymment Road and Blue Oaks Boulevard. City and Developer acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Phasing Plan. Unless specifically identified in Section 3.5.18, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required roadway improvement. Developer shall dedicate all necessary rights- of-way and shall construct road way improvements for the arterial roadways, except for Blue Oaks Boulevard, the construction obligation for which is set forth in Section 3.5.3.2 below. Arterial road ways

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	on the Property include Fiddymment Road and Blue Oaks Boulevard. City and Developer acknowledge that the locations of these road ways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The timing, number of lanes and width of pavement shall be as required within the Phasing Plan. Unless specifically identified in this Agreement, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required road way improvement.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Developer shall construct curb, gutter, pavement, streetlights, utilities, entry medians and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. The parties acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans therefore; in particular, based on the final design for such collectors and the final lot subdivisions for the Property. Except as provided in Section 3.5.3.1 of this Agreement, Developer shall not be entitled to any reimbursement or credits toward the City's traffic mitigation fee for any costs associated with the design and/or construction of collector roadways.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> Upon recordation of the Large Lot Map for any portion of the Property, Developer shall dedicate the rights-of-way shown in the Specific Plan for that portion or phase of the Property for the improvements described in this Agreement. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Developer shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards Amendment #1 – Ord. #4324
Obligation	Amendment #1: All improvements to be installed by Developer shall be designed and constructed pursuant to the Improvement Standards and development standards in effect for the City at the time the improvement plans are initially submitted to the City for review and approval by the City and the submittal is deemed complete by the City. All improvements to be installed by Developer shall comply with the City's development standards for public streets in effect as of the effective date of this Agreement. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks

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Obligation	For the roadways within and/or adjacent to the Property, Developer shall establish the applicable landscape setbacks provided therefor by the Specific Plan and/or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, sound walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such areas shall not be included within rights-of-way adjacent to non-residential areas as set forth in the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Developer shall ensure that all residential property improved with separated sidewalks shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of parkway strip landscaping and street trees located between the separated sidewalk and curb. Separated sidewalks shall be designed to a standard of five feet (5') of landscaping measured from back of curb followed by four feet (4') of sidewalk.
Department	Engineering Division and City Attorney
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.5.6.2
Title	Transition from Landscape Corridor to Open Space Parcels
Obligation	Developer shall be responsible for the construction of a natural, drought- tolerant landscape transition between street landscaping and open space areas on Parcels F-84, F-85, F-86, F-87 and F-88 along Blue Oaks Boulevard and Hayden Parkway. The landscape transition shall be designed and installed consistent with illustrations contained in the Design Guidelines. Such transition landscaping shall be installed at the time adjacent roadways are constructed.
Department	Parks Department and Planning Division
Status	Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Developer shall be responsible for the construction of traffic signals as described in the Phasing Plan. Developer shall be entitled to credits toward the City's traffic mitigation fee for the design and construction of any public leg of a traffic signal and/or signals warranted by City. Said credits shall be shared equally throughout the Property on a per-dwelling unit equivalent ("DUE") basis. Developer shall not be entitled to any reimbursements or traffic mitigation fee credits for portions of a traffic signal that service a private driveway. Unless specifically identified within this Agreement, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required roadway improvement.
Department	Public Works
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee Amendment #4 – Ord. #5211
Obligation	Developer acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Developer and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has

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	been completed and approved by the City, Developer agrees to pay the fee rate then currently charged to the North Industrial Plan Area. To the extent that the Traffic Mitigation Fee adopted for the WRSP is higher than that charged in the North Industrial Plan Area, Developer shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUEs within the WRSP. To the extent that the Traffic Mitigation Fee adopted for the WRSP is lower than that charged in the North Industrial Plan Area, Developer shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted. The portion of Blue Oaks Boulevard identified as Segment 2 on Exhibit "C" attached to this Fourth Amendment shall be constructed as part of the City's Capital Improvement Program. Funding for Segment 2 shall come from Traffic Mitigation Fees. To provide assurance that adequate funds from Traffic Mitigation Fees are available to fund construction of Segment 2, fifty percent (50%) of Traffic Mitigation Fees collected from Phases 3 and 4 of the Property shall be set aside by City for the purpose of funding the construction of Segment 2, until such time as Segment 2 is constructed and fully funded.
Department	Engineering Division and Building Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Developer agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee. City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Developer hereby consents to and waives any objection to such inclusion. Developer agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Developer shall pay the fee applicable to the North Industrial Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Developer pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit toward Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis. Nothing in this Section shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Developer to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Developer agrees that the Property shall be subject to and pay the South Placer Regional Traffic Fee ("SPRTA Fee") as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Developer hereby consents to such inclusion. Developer agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the North Industrial Plan Area shall apply to the Property and Developer shall pay such fees ("Interim SPRTA Fee") in the amounts and at the

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	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
Section	3.5.12
Title	Access for Existing Residences with Property
Obligation	Three (3) occupied residences exist on the Property today. Developer shall construct interim all-weather access to Residence "A" capable of supporting 34 tons. Residence "B" will be retained as part of the Fiddymment Park complex and may be used by the City as a caretaker's residence. Residence "C" shall remain in its current location and shall be provided interim and permanent access to a public street as part of the development of the Project. Developer shall be responsible for providing and/or constructing interim accesses to existing residences.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.13
Title	Access to Residences within MOU Area
Obligation	With Placer Investors, Developer shall maintain accesses to existing residences within the MOU area. All such accesses shall be maintained continuously during construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Light Rail Funding
Obligation	Developer consents to and agrees that any then-undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair

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	share in a city-wide funding mechanism for the extension and operation costs of light rail into the City of Roseville at such time as a light rail project and associated funding mechanism are approved.
Department	Alternative Transportation
Status	A light rail funding program has not yet been established by the City – Ongoing obligation
Section	3.5.15
Title	Watt Avenue Extension and Improvement Fee
Obligation	Developer consents to and agrees that any then-underdeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a city-wide funding mechanism for the extension and improvement of Watt Avenue at such time as a Watt Avenue extension or improvement and associated funding mechanism may be approved.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.17
Title	City-County Fee
Obligation	Developer acknowledges that City and Placer County are considering adoption of a funding mechanism for improving certain roads in the vicinity of the WRSP, including Baseline Road, Walerga Road and 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 road ways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (excluding Watt Avenue (Santucci Boulevard) and the extension of Vista Grande Boulevard as provided in Section 3.5.15 above) for the additional 1,189 LDR and MDR units and the 472 HDR units. Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI. The Placer County Traffic Mitigation Fee will be collected within the following planning areas of the Fifth Amendment Property: F-6A, F-6B, F-6C, F-5A, F-88, F-10A, F-10B, F-10C, F-118, and F-138(95 units). Planning area F-138 is currently approved for 159 units. Concurrently with the City's approval of a tentative subdivision map for planning area F-13B Developer and City shall identify which 95 units within F-138 will be subject to the Placer County Traffic Mitigation Fee. As more particularly described below, Developer agrees to pay to City at the time building permits are issued within the planning areas described below, a fee of \$125 per DUE (the "Placer County Traffic Mitigation Fee") to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement

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	Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (excluding Watt Avenue (Santucci Boulevard) and the extension of Vista Grande Boulevard as provided in Section 3.5.15 above) for the additional 1,189 LDR and MDR units and the 472 HDR units. Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI. The Placer County Traffic Mitigation Fee will be collected within the following planning areas of the Seventh Amendment Property consistent with Large Lot Tentative Map PL16-0364, and as shown on attached Exhibit "B": F-6A1, F-6A2, F-6B1 F- 6C1, F-6C2, F-8A, F-8B, F-10A1, F-10A2, F-10B1, F-10B2, F-10C1, F-10C2, F-11B, F-13A-1, F-13A-2, and F-13B-3 (14 units). Planning area F-13B-3 is currently approved for 45 units. Concurrently with the City's approval of a small lot final subdivision map for planning area F-13B-3, lot numbers 1 through 14 within F-13B-3 will be subject to the Placer County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Park and Ride Lots
Obligation	Twenty (20) park and ride spaces shall be provided on Parcels F-31, F-34 and F-54. Such park and ride spaces shall be included in addition to the parking required for the applicable underlying land use by City's Zoning Code. If necessary in order to minimize impacts to existing oak trees, Developer may spread or reallocate park and ride parking space locations between parcel F-31 and parcel F-30. Developer and City acknowledge that the area proposed for retail uses may be required to be reduced in order to minimize tree impacts and to meet parking requirements as well as park and ride obligations. To the extent that Developer constructs any of the required park and ride spaces on F-54 and provided the cost of constructing such park and ride spaces is included in the park site F-54 cost estimate, Developer shall be entitled to reimbursement by City for the cost of constructing the park and ride spaces limited to costs allocated to such construction in Developer's cost estimate included in the Parks Financing Plan. If constructed by Developer, Developer shall install the park and ride spaces at the time of development of the parcel on which the park and ride lot is located. Park and ride lots shall allow for parking daily between the hours of 5:00 am and 10:00 pm, except at Regional Park F-54, where park hours of operation are subject to regulation by the Parks and Recreation Department.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.19
Title	Fee Credits/Reimbursement for Construction of CIP Improvements
Obligation	Developer shall be entitled to credits against or reimbursement from City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program ("Roadway CIP") and identified in this Agreement.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.20
Title	Sun City Traffic Improvements
Obligation	In the event that City's Public Works Director determines that the traffic volume on Del Webb Boulevard has become worse than level of service (LOS) B, then City will meet with the Sun City Homeowners Association to discuss potential operational improvements for use in the event that the traffic volume degrades to worse than LOS

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	C. Payment of the sum required under Section 3.25 shall satisfy any and all obligations of Developer under this Section.
Department	Engineering Division
Status	Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Developer shall construct on-site and off-site facilities to the sewer system as described in this Section, the Phasing Plan, and as shown in Exhibit "S", attached hereto. Developer shall, subject to the provisions of Section 2.8 of this Agreement, be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Developer with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Developer shall have no obligations to install or pay for the installation of any off-site treatment or transmission facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Developer shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Timing and sizing for the construction of such facilities shall be consistent with the Infrastructure Phasing and Reimbursement Schedule. Where wastewater conveyance facilities are to be located within roadways, such facilities shall be installed concurrent with the construction of the corresponding road improvements, if not earlier. All weather maintenance access roads shall be provided to sewer improvements that are not located within roadways. All weather access ramps and approaches shall be provided as necessary for the facilities.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Developer shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Developer shall maintain access for City sewer maintenance vehicles to all existing manholes in the Specific Plan. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Developer are not located within

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	road rights-of-way, as and when Developer installs such wastewater improvements, Developer shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.5
Title	Access to Pleasant Grove Wastewater Treatment Plant
Obligation	Developer shall maintain continuous and uninterrupted access to the Treatment Plant during the Project, including during the construction called for in this Section 3.6.5. Access to the southeast gate of the Treatment Plant shall be available from Phillip Road. In Phase 1, Developer shall construct a tee intersection at the entrance to the Treatment Plant on Phillip Road. Access to the northwest gate of the Treatment Plant property shall be available from existing Phillip Road. Continuous and uninterrupted access shall be available from the Treatment Plant to the effluent junction structure and to the outfall structure.
Department	Environmental Utilities
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.6
Title	Oversizing of Wastewater Facilities - Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties whose property is benefited by Developer's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.6 and Section 4.2 of this Agreement. The timing for the payment of any such reimbursement shall be paid upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first small lot subdivision map serving the development by such third party.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.7
Title	Coordination with Construction by Placer County
Obligation	Placer County has expressed interest in coordinating with City and Developer on the future construction of wastewater conveyance facilities (including but not limited to, pipes) by the County or others within the Fiddymment Road right-of-way. The approximate location of the proposed wastewater conveyance facilities. In order to facilitate such cooperation with the County, Developer shall, prior to the commencement of construction of improvements to Fiddymment Road, provide a construction schedule for the improvements to the County Public Works Department. Thereafter, to the extent that coordination with the County can be accomplished without additional cost and/or delay to Developer in the development of the Project, Developer and City shall cooperate with the County in the construction of such wastewater conveyance facilities.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.8
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

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	Blue Oaks Boulevard subject to immediate reimbursement by City to Developer. Reimbursement shall include engineering and design and construction costs associated with the facility.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.7.2
Title	Financing of Water Supply
Obligation	Developer shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.7.3
Title	Contribution to Water Meter Retrofit Program
Obligation	In furtherance of its water conservation program, City has implemented a Water Meter Retrofit Program. To participate in the Water Meter Retrofit Program and to provide a benefit to the City and existing City residents, Developer shall pay to City, at the time of building permit, the sum of \$115.00 per dwelling unit equivalent (DUE) , inflated annually based upon the Engineering News Record, Construction Cost Index for the United States, average of the 20 cities and San Francisco (CCI). Should such index no longer exist the Director of Environmental Utilities shall select a similar index which in his opinion fairly estimates the inflation factor applicable to construction.
Department	Environmental Utilities and Building Division
Status	Ongoing obligation
Section	3.7.5
Title	Groundwater Wells
Obligation	Developer shall dedicate to City Parcel F-66 in Phase 1 and Parcel F-67 in Phase 2 and shall construct two (2) groundwater wells at the approximate locations and prepare the wells according to industry standards subject to approval by the Environmental Utilities Director. Exact locations of wells and well sites and qualifications of the design firm, well drilling contractor and construction inspection services provider shall be reviewed and approved by the Environmental Utilities Director prior to construction. The wells shall be designed to include Aquifer Storage and Recovery capabilities and, to the extent feasible, shall achieve a yield of approximately 1,800 gallons per minute. Developer shall drill the wells upon the earlier of the need for each well to provide water services to the Project, or prior to residential construction and concurrent with construction of adjacent roadways. City shall be responsible for construction of the above ground portions of the groundwater well facilities (site improvements and pumping facilities).
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.7.6
Title	Water Conservation Measures Amendment #5 – Ord. #5337 Amendment #6 – Ord. #5385
Obligation	Developer and its successors shall implement a water conservation program. The program shall include compliance with the City's Water Efficient Landscape Ordinance. Such water conservation measures shall be disclosed to each purchaser of real property within the Property. Developer shall implement the water conservation plan attached to this Fifth Amendment as Exhibit SS in its development of the Property (the "Water Conservation Plan"). The Water Conservation Plan shall include compliance "the City's Water

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	Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Property and measures to ensure a water conservation objective of a reduction in water use by 20.4% over current land use characteristics in the Property are achieved in perpetuity, and shall be approved at the discretion of the Environmental Utilities Director prior to issuance of the first building permit in the Property. Such water conservation measures shall include, but are not limited to, smart timers, re-circulating hot water systems, and turf limitations. The measures implemented shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan that are approved by the Environmental Utilities Director shall not require an amendment to the Development Agreement. Developer shall implement the water conservation plan attached to this Sixth Amendment as Exhibit RR in its development of the Sixth Amendment Property (the "Water Conservation Plan"). The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Sixth Amendment Property and measures to ensure a water conservation objective of a reduction in water use by 20.4% over current land use characteristics in the Sixth Amendment Property are achieved in perpetuity, and shall be approved at the discretion of the Environmental Utilities Director prior to issuance of the first building permit in the Sixth Amendment Property. Such water conservation measures shall include, but are not limited to, smart timers, re-circulating hot water systems, and turf limitations. The measures implemented shall be disclosed to each purchaser of real property within the Sixth Amendment Property. Modifications to the Water Conservation Plan that are approved by the Environmental Utilities Director shall not require an amendment to the Development Agreement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.7.7
Title	Instant Hot Water Feature
Obligation	Every residential unit within the Project shall include a recirculating hot water system, or similar technology to provide instantaneous hot water at each hot water faucet.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.7.8
Title	Periodic Confirmation of Water Conservation Goal for the Property
Obligation	The City has determined, and the Developer agrees, that the available water supply is sufficient to serve the Property. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Property. The demand for water at build-out of the Property was determined by reference to the City's current information on water usage for the various land uses included and permitted within the City and the proposed land uses within the Property and by reference to the Developer's Water Conservation Plan which includes a reduction in water use by 20.4% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied that the demand and source assumptions relied upon to assure water for the Project (including the Fifth Amendment Property) are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions used within the Property and used within the Water Conservation Plan as described in Section 3.7.6. Validation of water supplies for the

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	Project is described within Section 5.3 below. At the time after the completion of 50% of the dwelling units in the Property, and then no more frequently than annually thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Property. Water conserved by Developer pursuant to measures implemented under Section 3.7.6 of this Agreement shall be factored into the review provided hereunder to the benefit of Developer. If the City determines that the actual demand differ materially from the assumptions in the Water Conservation Plan, and that the difference(s) will negatively affect the City's ability to provide water for the Property, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Property's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 20.4% over current potable water usage as set forth herein, and the then-built portion of the Property has met its 20.4% objective set forth in this Section 3.7.8, the residential units for which building permits have not yet been issued within the remainder of the Property shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 20.4% objective set forth in this Section 3.7.8. If the then-built portion of the Property has not met its 20.4% objective, despite implementation of the conservation measures set forth in the Water Conservation Plan, Developer and City shall meet to discuss, in good faith, the achievement of a higher conservation objective within the un-built portion of the Property. Development and implementation of such measures on the u n-built units in the Property shall be at Developer's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the Property shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein. <u>Amendment #6</u> The City has determined, and the Developer agrees, that the available water supply is sufficient to serve the Sixth Amendment Property. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Sixth Amendment Property. The demand for water at build-out of the Sixth Amendment Property was determined by reference to the City's current information on water usage for the various land uses included and permitted within the City and the proposed land uses within the Sixth Amendment Property and by reference to the Developer's Water Conservation Plan which includes a reduction in water use by 20.4% over current use characteristics. The sources for water evaluated for the Sixth Amendment Property are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied that the demand and source assumptions relied upon to assure water for the Sixth Amendment Property are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions used within the Sixth Amendment Property and used within the Water Conservation Plan as described in Section 3.7.6. Validation of water supplies for the Sixth Amendment Property is described within Section 5.3 below. At the time after the completion of 50% of the dwelling units in the Sixth Amendment Property, and then no more frequently than annually thereafter during the term of this Agreement until the last dwelling unit has been completed within the
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	Sixth Amendment Property, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Sixth Amendment Property. Water conserved by Developer pursuant to measures implemented under Section 3.7.6 of this Agreement shall be factored into the review provided hereunder to the benefit of Developer. If the City determines that the actual demand differ materially from the assumptions in the Water Conservation Plan, and that the difference(s) will negatively affect the City's ability to provide water for the Sixth Amendment Property, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Sixth Amendment Property's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 20.4% over current potable water usage as set forth herein, and the then- built portion of the Sixth Amendment Property has met its 20.4% objective set forth in this Section 3.7.8, the residential units for which building permits have not yet been issued within the remainder of the Sixth Amendment Property shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 20.4% objective set forth in this Section 3.7.8. If the then-built portion of the Sixth Amendment Property has not met its 20.4% objective, despite implementation of the conservation measures set forth in the Water Conservation Plan, Developer and City shall meet to discuss, in good faith, the achievement of a higher conservation objective within the un built portion of the Sixth Amendment Property. Development and implementation of such measures on the un-built units in the Sixth Amendment Property shall be at Developer's cost. The foregoing notwithstanding, should City achieve its adopted City- wide water conservation goals, the Sixth Amendment Property shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.8.2
Title	On-Site Water Facilities
Obligation	Developer shall construct on-site water system facilities and further described in the Phasing Plan. All such facilities to be constructed by Developer, including mains, shall be designed and constructed pursuant to the City's then current Improvement Standards and subject to City plan review, construction inspection and final approval and Developer's payment of City's then current costs or fees for plan check, mapping and inspection. Developer will not be responsible for construction of potable water reservoirs and pump station except through the payment of City water connection fee and special benefit fees as may be applicable or otherwise required herein.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.8.3
Title	Off-site Water Facilities
Obligation	Developer shall construct off-site water system facilities and further described in the Phasing Plan. All such facilities shall be subject to City plan review, mapping, construction inspection and final approval, and Developer's payment of City's then current costs or fees therefor.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.8.4
Title	Oversizing of Water Facilities - Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties whose property is benefited by Developer's construction of water facilities required by City in which there exists capacity in excess

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	of that required to serve the development of the Property. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. The timing for the payment of any such reimbursement shall be paid upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first small lot subdivision map serving the development by such third party.
Department	Environmental Utilities and Engineering Division
Status	Ongoing obligation
Section	3.8.5
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan concurrently with the construction of the road improvements described in Section 3.5 of this Agreement. Extensions into the Parcels will be completed with development of each Parcel. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.8.6
Title	Public Utility Easements
Obligation	Where the water facilities to be constructed by Developer are not located within road rights-of-way, as and when Developer installs such water facilities, Developer shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with the City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.8.7
Title	Water Softeners
Obligation	As part of its development of the Project, Developer and its successors and assigns shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.8.8
Title	Disclosures to Buyers
Obligation	Developer shall disclose to all residential and non-residential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities. As further disclosure, Developer shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall conform to City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.9
Title	Coordination with Construction by PCWA
Obligation	PCWA has expressed interest in coordinating with City and Developer the future construction by PCWA or others of water conveyance facilities (including, but not limited to, a large diameter water line) within the Fiddymment Road right-of-way. In order to facilitate such cooperation with PCWA, Developer shall, prior to the commencement of

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	improvement plan design to Fiddymment Road, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/or delay to Developer in the development of the Project, Developer and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Developer shall construct recycled water facilities as provided in this Section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses, with the exception of the community garden on parcel F-83 (described in Section 3.12.9 which will be served by potable water). Developer shall construct and dedicate upon completion thereof a recycled water line system. All recycled water system facilities including storage tanks, pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.9.2
Title	Oversizing of Recycled Water Facilities - Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties whose property is benefited by Developer's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property And other property benefited by the construction. Any such reimbursement shall be paid upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first small lot subdivision map serving the development by such third party.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Developer shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos and other landscape areas including all multi- family and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for the Property.
Department	Environmental Utilities and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.10
Title	Drainage Facilities
Obligation	Developer shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the City's Improvement Standards, Stormwater Management Program, the Placer County Storm Water Management Manual (for detention facilities) and the 404 Permit O&M Plan (for open

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	space preserves). In general, drainage facilities shall be constructed concurrent with roadway improvements. Prior to approval of any improvement plans for the construction of storm drain facilities, a master drainage plan shall be prepared and approved by the City Engineer for each shed area. Developer shall provide drainage improvements as provided in this Section and the Phasing Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Developer shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the U.S. Army Corps of Engineers and the California Department of Fish and Game. Developer shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Developer shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division and Environmental Utilities
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Developer shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and with the City's then current improvement standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Developer may use "cast in place" pipe for storm drains which are 24" in diameter or larger. Storm drainage system designs shall include applicable Best Management Practices with the goal of reducing pollutants from entering receiving waters in accordance with the City's Stormwater Management Program and avoid other isolated wetlands in accordance with the 404 Permit and O&M plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where drainage facilities to be owned and maintained by City are to be constructed by Developer and are not located within road rights-of-way, as and when Developer installs such drainage improvements, Developer shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11.1
Title	Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways, Developer agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director. City and Developer agree that Developer shall construct or finance construction of on-site 12kV electric distribution facilities in

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	accordance with final on-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Final on-site electric utility improvements including streetlights, will be designed upon receipt of approval and adopted improvement plans for the applicable Specific Plan roadways. To the extent that Developer constructs or installs electric distribution facilities serving areas outside the Property, Developer shall have the right to receive reimbursement from third parties whose property is benefited by such construction or installation. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction and installation.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Developer agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be opened to the public unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Developer agrees that the street lights within the Property shall be installed consistent with the City-approved roadway lighting standards to include decorative street lights approved by the City and as shown in the WRSP Design Guidelines.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.3
Title	Electric Efficiency
Obligation	In order to balance conservation efforts with energy supplies, residential air conditioning units shall have a Seasonal Energy Efficiency Ratio (SEER) of 2 points above minimum as defined by the State of California in Title 24 of the Code of California Regulations and an Energy Efficiency Ratio (EER) of 12 or greater. Commercial air conditioning units 5 tons or less (<65,000 Btu/h) shall meet the Consortium for Energy Efficiency (CEE) Tier II specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. All two-story homes shall have a zoned HVAC system with two units and two thermostats or one unit and two thermostats that will control the upstairs and downstairs independently. These requirements may be utilized in the overall energy compliance calculations required for the issuance of a building permit.
Department	Electric Department and Building Division
Status	Ongoing obligation
Section	3.11.5
Title	60kV Disclosure
Obligation	Developer shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 60kV easement area that the City may utilize the public utility easements along the west side of Fiddymment Road and north side of Blue Oaks Boulevard to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.12
Title	Parks and Open Space Amendment #5 – Ord. #5337

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Obligation	Developer shall dedicate to City certain active park lands (195.2 acres) and open space lands (341.3 acres), pay fees for construction of park improvements and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. The total amount of active park lands and open-space lands to be dedicated has increased. Therefore, Section 3.12 of the Development Agreement is hereby amended by deleting "active park lands (195.2 acres) and open-space lands (341.3 acres)" and replacing it with "active park lands (203 acres) and open-space lands (346.9 acres)."
Department	Parks Department
Status	Ongoing obligation
Section	3.12.1
Title	Parks and Open Space Dedications Amendment #5 – Ord. #5337
Obligation	Developer shall dedicate a total of 195.2 203.0 acres of park land, 6.1 6.7 acres of open space paseo and 335.2 341.3 acres of open space to the City. The following seven (7) park parcels, four (4) open space paseo parcels and eight (8) open space parcels shall be dedicated to the City as described below: 1. A 7.8-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel F-50; 2. A 8.9-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel F-51; 2. A 11.9-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel F-51; 3. A 5.9-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel F-52; 4. A 6.0-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel F-53; 5. A 91-acre, more or less, portion of the Property for the purpose of Fiddymment Park, a public park, as shown as Parcel F-54; 6. A 29.8-acre, more or less, portion of the Property for the purpose of a portion of the Regional Sports Park, a public park, as shown as Parcel F-55; 7. A 45.8-acre, more or less, portion of the Property for the purpose of a portion of the Regional Sports Park, a public park, as shown as Parcel F-56; 8. A 1.1-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-90; 8. A .84-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-90; 9. A 0.9-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-91; 9. A 2.28-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-91; 10. A 3.0-acre, more or less, portion of the Property for the purpose of an open space

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	paseo, as shown as Parcel F-92; 10. A 1.68-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-92; 11. A 1.1 acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-93; 11. A 0.95-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-93; 12. A 132.7 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of wetland habitat and open space, including a future bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-80; 13. A 54.9 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat, open space, including a bike trail and fuel modification (i.e., firebreaks) community garden and parking lot, as shown as Parcel F- 83; 14. A 81.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-84; 15. A 26.4 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-85; 16. A 12.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-86; 17. A 10.3 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-87; 18. A 16.7 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-88; and 19. A 0.8 acre, more or less, portion of the Property for the purpose of preservation of wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-89. Upon request of City, Developer shall dedicate any parklands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded.
Department	Parks Department and Engineering Division
Status	Ongoing obligation
Section	3.12.3
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Developer of the city-wide and neighborhood park fees established for

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	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 - Complete
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 – on going, Building - Complete
Section	3.12.5.1
Title	Citywide Park Frontage Improvements
Obligation	Frontage improvements for city-wide parks shall be included within the fee established by the City for city-wide parks. Developer shall construct city-wide park frontage improvements at the time adjacent roadways are constructed and shall be entitled to a

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	credit against the city-wide park fee for the cost of such frontage improvements in the amount of \$46 per unit.
Department	Parks Department
Status	Mostly complete. Blue Oaks remains incomplete and West Park Drive frontage is partially complete.
Section	3.12.6
Title	Paseo Facilities Provided by Developer Amendment #5 – Ord. #5337
Obligation	Paseos shall consist of Class I bike trail, and landscaping improvements consistent with the design concepts contained in the WRSP Specific Plan and Design Guidelines. Developer shall construct paseos at the time of construction of adjacent small lot subdivisions as follows: a. Paseo F-90 shall be constructed with residential Parcel F-8; b. Paseo F-91 shall be constructed with residential Parcel F-7; c. Paseo F-92 shall be constructed with residential Parcel F-11; and d. Paseo F-93 shall be constructed with residential Parcel F-12. Paseos shall consist of Class I bike trail (s), and landscaping improvements consistent with the design concepts contained in the WRSP Specific Plan and Design Guidelines. Developer shall construct paseos at the time of construction of adjacent small lot subdivisions as follows: a. Paseo F-90A shall be constructed with residential Parcel F-80; b. Paseo F-90B shall be constructed with residential Parcel F-8C; c. Paseo F-90C 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 F-6A; g. Paseo F-92A shall be constructed with residential Parcel F-9C; h. Paseo F-92B shall be constructed with residential Parcel F-9C; and i. Paseo F-93 shall be constructed with residential Parcel F-11A.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Developer shall pay a bike trail fee to fund bike trail construction within the Property. Such bike trail fee shall be \$529 per single-family residential unit and \$375 per multi-family residential unit, subject to annual adjustment on July 1, based on the percentage change in the CCI. At the request of the City and provided that sufficient funds are available, Developer shall construct, consistent with City standards, segments of bike trails that are adjacent to the construction of subdivision improvements by Developer. In such instances, Developer shall be entitled to reimbursement by City from the bike trail fee for the actual cost of constructing the adjacent bike trail improvements, but not to exceed the costs specified in the Parks Financing Plan, as and when such funds become available.
Department	Parks and Alternative Transportation
Status	Ongoing obligation (Alt Trans)

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Section	3.12.7.1
Title	Construction and Timing of Bikeway Improvements
Obligation	Bikeways shall be constructed to the Bicycle Master Plan consistent with the Phasing Plan. Developer shall construct bikeways within subdivisions with subdivision improvements. Bikeways within roadway rights-of-way shall be constructed with construction of roadway improvements and bikeway under crossings at bridges shall be constructed with bridge improvements. Bikeways within park sites shall be constructed with development of the park sites. All other bike trails shall be the responsibility of the City, unless City requests that Developer construct said bike trail improvements or conditions the development of an adjacent project to complete said section, in which case Developer shall be entitled to reimbursement from City of the actual costs of constructing such improvements in accordance with Section 3.12.7.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.7.2
Title	Off-Site Bikeway Connections
Obligation	Developer shall construct off-site Class I bikeways along Pleasant Grove Creek from the eastern edge of the Property to the existing bikeway in Veteran's Park, east of the Property and west of Parcel F-85 south to the city-wide park (F-55), as shown in the Phasing Plan. Such bikeway improvements shall be part of a trail fee. Developer shall therefore be entitled to a credit against the trail fee for the cost of construction of the off-site bikeway connections.
Department	Alternative Transportation
Status	One segment complete; one segment awaiting construction – Ongoing obligation
Section	3.12.7.3
Title	Bike Trail Grading in Open Space PCL F-80 Amendment #5 – Ord. #5337
Obligation	At such time as grading activities occur on properties adjacent to Open Space Parcel F-80, the grading will extend into Parcel F-80 to include the rough grading of the future bike trail. The final design concept for the bike trail will be reviewed by City in connection with the City's review of small lot tentative maps for subdivisions adjacent Open Space Parcel F-80. Accommodations for positive drainage including v-ditches and the placement of culverts shall be included at the Developer's cost and expense. All necessary drainage pipe extensions and outfalls shall be extended beyond the future bike trail and connect to an accepted creek or drainage way. The final trail improvements will be constructed if and when the City is able to secure sufficient funding for the construction of the bike trail either through the WRSP Bike Trail Fee or through other sources. If funding is available, the City reserves the right to condition future project entitlements to complete the construction of the bike trail with reimbursement to the constructing party.
Department	Alternative Transportation and Engineering
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Developer's General Plan park obligations for the dedication and improvement of neighborhood/community and city-wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.9
Title	Pocket Parks Amendment #1 – Ord. #4324

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	Amendment #5 – Ord. #5337
Obligation	Developer shall develop at least five, but no more than nine neighborhood pocket parks within single-family residential subdivisions. Pocket Parks shall be located on Parcels F-94, F-95, F-96, F-97, F-98, F-99, F-100 and F-101. Pocket Parks shall be constructed as part of subdivision construction. Any designated Pocket Park site that is not developed as a Pocket Park shall retain a land use designation for low-density residential uses. Any additional Pocket Park site that is not presently identified for Pocket Park use shall be subject to obtaining all necessary land use approvals. 3.12.9.1 Developer shall construct each Pocket Park to City's Parks Construction standards. 3.12.9.2 The Pocket Park sites shall be subject to City's standard requirement for "Primary Residential Roads" to front all park sites and roads shall be designed and constructed so as to accommodate full turning movements of all emergency vehicles. Additionally, curbs may be required to be painted red for prohibition of parking adjacent to the curbs. 3.12.9.3 Developer shall offer the Pocket Parks for dedication to the City with each final map containing a Pocket Park. 3.12.9.4 Each Pocket Park shall be improved concurrently with the subdivision improvements surrounding the Pocket Park. Upon notice from Developer at completion of the improvements, the City shall inspect the improvements to the park and provide Developer with a punch list of items requiring repair or correction. When Developer has satisfactorily completed City's punch list, City will acknowledge completion of the Pocket Park improvements ("Acknowledgment of Improvements") to Developer as an indication that the Pocket Park has been completed consistent with the design and according to City standards. 3.12.9.5 Continuously throughout the marketing period for the residential lots shown on the same final subdivision map as the Pocket Park, Developer shall maintain each Pocket Park at Developer's sole cost. <u>Amendment #1 – Ord. #4324</u> "Furthermore, and also continuously throughout the marketing period for the residential lots serviced by Pocket Parks, Developer shall reasonably inform prospective buyers of residential lots that the Pocket Parks are provided in excess of the City's parkland dedication requirements and may therefore cease to exist should the mechanism funding their maintenance cease to exist." 3.12.9.5 Subject to Developer's reimbursement obligation set forth below, City shall maintain each Pocket Park from and after completion and acceptance thereof by the City. Provided, however, if a Pocket Park is completed and accepted during a fiscal year of the Maintenance CFD (also known as "CFD No. 2") in which there are insufficient funds in the Maintenance CFD to pay for the maintenance of the newly constructed Pocket Park, then Developer shall pay the City's actual cost to maintain the newly constructed Pocket Park from the date of City's acceptance through the remainder of the fiscal year in which the Pocket Park was accepted, to the extent that there are insufficient funds within Maintenance CFD to pay such costs during that period of time. Furthermore, continuously throughout the period during which Developer is actively marketing residential units for sale within the same subdivision as a Pocket Park, Developer shall reasonably inform prospective buyers of residential units that the Pocket Parks are provided in excess of the City's park land dedication requirements and

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	these pocket parks may therefore cease to exist should the mechanism funding their maintenance cease to exist.
Department	Parks Department and Engineering Division
Status	Pocket parks 96, 98, 99, and 100 have been constructed. #95 is under consideration for Summer 2018. Ongoing obligation
Section	3.12.9.6
Title	Pocket Parks: Prior to the first close of escrow for a residential lot on the final subdivision map Amendment #1 – Ord. #4324
Obligation	Developer shall do all of the following: (a) Developer shall record a declaration of Covenants, Conditions and Restrictions ("Declaration") against all residential lots on the final subdivision map, creating a dormant homeowners association which will comply with all the requirements of a homeowners association as set forth in this Section 3.12.8. (a) Developer shall record a declaration of Covenants, Conditions, and Restrictions ("Declaration") against all residential lots on the final subdivision map, advising all prospective owners of residential lots in any subdivision served by a Pocket Park that such Pocket Parks may or may not remain in existence, subject to the availability of funding for their maintenance, and that any Pocket Park whose maintenance is not adequately funded shall be subject to any use deemed appropriate by the City, including residential development consistent with underlying zoning in place at the time of the Pocket Park's creation. (b) Pursuant to Section 3.20 of this Agreement, Developer consents to and agrees to cooperate in establishing a community facilities district for maintenance ("Maintenance CFD") to cover the costs of maintaining certain facilities. Developer shall provide that the purpose and operation of the Maintenance CFD shall include maintenance of the Pocket Parks during public ownership of the Pocket Parks. The division into zones of benefit of the property subject to the Maintenance CFD under Section 3.20.1.2 shall include creation of zone of benefit relating to the Pocket Parks. (c) For subsequent subdivision maps, Developer shall record a Declaration of Annexation which makes the lots in each subsequent subdivision map subject to the Declaration.
Department	Parks Department and Engineering Division
Status	Ongoing obligation
Section	3.12.9.7
Title	Pocket Parks Amendment #1 – Ord. #4324
Obligation	Not less than sixty (60) days prior to the close of escrow for the retail sale of the last unit of a final map area including a Pocket Park, Developer shall give written notice of the expected close of escrow to City's Director of Parks, Recreation and Libraries. Not less than thirty (30) days prior to the close of escrow for such unit, the Developer and City shall jointly inspect the Pocket Park improvements ("Final Pocket Park Inspection") to review the condition of the Pocket Park improvements. City shall prepare a punch list containing items that will require repair or maintenance prior to City's acceptance of title to the Pocket Park from Developer. The Final Pocket Park Inspection punch list shall contain items directly related to maintenance and repair and shall not contain items that represent changes in City standards subsequent to the date of the Acknowledgment of Improvements. Punch list items shall not include replacement of items solely due to normal wear and tear.

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	3.12.9.8 Upon completion of each Final Pocket Park Inspection and satisfactory completion of the punch list items, Developer shall offer and City shall have the right to accept title to the Pocket Park. City's acceptance of title shall be conditioned upon the existence of the Maintenance CFD, its inclusion of maintenance of the Pocket Parks, City's determination that the Maintenance CFD is adequately funded to pay for City's maintenance of each Pocket Park to City standards, and City's determination that acceptance of title is then in the City's best interest. Upon Developer's receipt of City's Acknowledgment of Improvements, Developer shall offer and City shall accept title to the Pocket Park. City's acceptance of title shall be conditioned upon the existence of the Maintenance CFD and the inclusion of Pocket Park maintenance in the Maintenance CFD. 3.12.9.9 In the event that the members of the Maintenance CFD vote to terminate the Maintenance CFD, or to terminate or reduce funding for Pocket Park maintenance below the level required for maintenance according to City standards, and the City elects not to retain ownership of the Pocket Parks and the maintenance obligations thereof, the following events shall occur: (a) The dormant homeowners association shall be immediately activated and any required filings be made for the association. (b) The City shall transfer title to all Pocket Parks under its ownership to the homeowners association, and the homeowners association shall accept title. c) From and after City's transfer of title to the homeowners association, City shall have no other or further obligation with respect to the Pocket Parks. Amendment #1 3.12.9.9 In the event that the members of the Maintenance CFD vote to terminate the Maintenance CFD, or to terminate or reduce the funding for Pocket Parks below the level required for maintenance according to City standards, any of the following may occur, at the City's sole option and discretion: (a) The City may, for a period of time determined in City's sole discretion, assume responsibility for the maintenance of the Pocket Parks independent of the Maintenance CFD, and may thereafter at any time choose to act under subsection (b) of this Section 3.12.9.9; OR "(b) The City may elect to use the land on which the Pocket Parks are located for any purpose consistent with the land's underlying zoning, which may include, but not be limited to selling the land for residential development."
Department	Parks Department
Status	Ongoing obligation
Section	3.12.11
Title	Open Space Preserve Areas
Obligation	Developer shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas and consist of the following eight parcels: 1. A 130.8 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of wetland habitat and open space, including a bike trail shown as Parcel F-80;

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	2. A 55.9 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat, open space, community garden, bike trail and parking lot, as shown as Parcel F-83; 3. A 80.8 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, shown as Parcel F-84; 4. A 26.4 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail shown as Parcel F-85; 5. A 12.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail shown as Parcel F-86; 6. A 10.3 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail shown as Parcel F-87; 7. A 16.6 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail shown as Parcel F-88; and 8. A 0.8 acre, more or less, portion of the Property for the purpose of preservation of wetland habitat and open space, including a bike trail shown as Parcel F-89.
Department	Parks Department
Status	Parcels F- 83, 86, 87 and 88 have been deeded to the City. Ongoing obligation
Section	3.12.11.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Developer of all conditions of the 404 Permit, completion and acceptance by the City and involved regulatory agencies of any corresponding Operations and Management Plan ("O&M Plan") related thereto and the expiration of any required monitoring/reporting period that may be required to demonstrate compliance with any on site habitat creation which is part of compensatory mitigation under the 404 permit associated therewith, and subject to the formation of the Maintenance CFD as described in Section 3.20, Developer shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.11.2
Title	Open Space Frontage Improvements
Obligation	Within parcels designated Open Space (F-83 and F-89) Developer shall construct Frontage improvements including sidewalk but excluding landscaping. Within parcels designated Open Space (F-80, F-84, F-85, F-86, F-87, and F-88), Developer shall Frontage Improvements including sidewalk and landscaping as outlined in the Design Guidelines.
Department	Parks Department
Status	Ongoing obligation
Section	3.15.1
Title	Fire Tax
Obligation	Developer or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit as set forth at Chapter 4.46 of the Roseville Municipal

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	Code. In the event that the Fire Service Construction Tax is not extended by City or otherwise discontinued Developer or its successors shall continue, through Project buildout, to pay a fee at issuance of building permit equal in amount to the discontinued Fire Service Construction Tax. Developer hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Building Division and Fire Department
Status	Ongoing obligation
Section	3.15.2
Title	Placer County Capitol Facilities Fee
Obligation	In consideration of the annexation of the Property to City, Developer shall pay the Placer County Capital Facilities Fee adopted by the City , in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Developer shall pay such fee in the amount previously assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.15.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Developer shall pay a Public Benefit Fee at the time of obtaining each residential building permit for the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$1,280. The Public Benefit Fee for each high density residential unit shall be \$845
Department	Building Division
Status	Ongoing obligation
Section	3.15.4
Title	General Fund Contribution
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will produce a positive net fiscal impact on the City, Developer shall pay a General Fund Contribution as follows: At the time of obtaining each residential building permit for the Project, Developer shall pay a General Fund Contribution of \$1,060 for each low density and medium density unit, and \$700 for each high density unit.
Department	Building Division
Status	Ongoing obligation
Section	3.15.5
Title	Liens. Encumbrances. Covenants. Conditions and Restrictions.
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Developer shall, for each such conveyance, provide to City, at Developer's expense, a current preliminary title report and preliminary site assessment for hazardous materials in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense. In addition, the minimum required usable area of the electric substation site (Parcel F 65) shall be dedicated in fee, free and clear of all wetlands, riparian corridor and required setbacks.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.15.6

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Title	Signage for Future Public Facilities
Obligation	Developer shall provide and install signage at the following public facility sites to alert residents of future facilities: recycled water tank site, fire station site (F-73), electric substation site (F-65), well sites (F-66 and F-67), park sites (F-50, F-51, F-52, F-53, F-54, F-55, F-56) and school sites (F-70, F-71, F-72), per City specifications and applicable sign permits.
Department	Planning Division, Environmental Utilities, Parks Department, Fire Department, Electric Department
Status	Ongoing obligation – Done for electric facilities
Section	3.15.7
Title	Library Facilities
Obligation	Developer agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current city-wide Public Facilities Fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.15.9
Title	Refuse and Green Waste Bins
Obligation	Developer agrees to pay City \$170 (subject to any City-wide increase for this charge) per single-family residential unit for one (1) 90 gallon automated refuse container and one (1) automated green waste container disposal bin at issuance of building permit.
Department	Environmental Utilities and Building Division
Status	Ongoing obligation
Section	3.5.10
Title	Construction Waste
Obligation	Developer shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction waste materials or that all construction waste be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable materials will be removed. Developer shall require that contractors and submit records of waste diversion and disposal to the City's Environmental Utilities Department in order to verify compliance with this requirement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.15.11
Title	Air Quality Program Amendment #5 – Ord. #5337
Obligation	In lieu of each individual project implementing its own off-site mitigation program, the WRSP shall contribute the total sum of \$758,700 to implement an off-site mitigation program to mitigate air quality impacts by offsetting long-term operational ozone precursor emissions. The City shall enter into an agreement with Placer County Air Pollution Control District (PCAPCD) to coordinate the program, and to collect and disburse the funds contributed pursuant to this section. Funds shall be used for projects, programs and services that will reduce emission sources to the direct benefit of City residents. Such projects, programs and services may include, but shall not be limited to, replacement of non-EPA-certified wood stoves, transit vehicle conversions, and retrofitting vehicles with cleaner-burning alternative fuels. Contribution of funds pursuant to this section shall be by payment of a fee upon the issuance of each building permit in amounts to be established by City prior to issuance of the first building permit in the WRSP, averaging \$90.84 per dwelling-unit equivalent.

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	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	Development and Operations Department and Building Division
Status	Ongoing obligation
Section	3.15.12
Title	Traffic Signal Coordination Fee
Obligation	As partial consideration for this Agreement and to offset certain anticipated traffic impacts, Developer shall pay a Traffic Signal Coordination Fee to coordinate traffic signals for improved traffic operations in the City. The fee shall be paid upon issuance of each building permit, in the amount of one hundred dollars (\$100) per dwelling unit equivalent. For purposes of this section, the total dwelling unit equivalents shall be 10,323, consistent with the calculation for traffic impact fees (and not the same as for public facilities impacts).
Department	Public Works Department and Building Division
Status	Ongoing obligation
Section	3.15.13
Title	Transit Shuttle Service Fee Amendment #1 – Ord. #4324
Obligation	Developer shall pay the Transit Shuttle Service Fee to provide a shuttle service from the Specific Plan to the Watt Avenue/Interstate 80 light rail station. The fee shall be paid upon issuance of each building permit, in the amount of \$52.50 per dwelling unit equivalent, inflated annually based upon the Engineering News Record, Construction Cost Index for the United States, average of the 20 cities and San Francisco (CCI)."
Department	Alternative Transportation
Status	Rte M Shuttle in service (Alt Trans) – Ongoing obligation
Section	3.15.14
Title	South Placer Animal Control Shelter Fee Amendment #1 – Ord. #4324
Obligation	Developer shall pay the South Placer Animal Control Shelter Fee for the future construction of a South Placer Animal Control Shelter. The fee shall be paid upon issuance of each residential building permit in the amount of fifty dollars (\$50) per dwelling unit.
Department	Building Division
Status	Ongoing obligation
Section	3.15.15
Title	Downtown Benefit Fee Amendment #5 – Ord. #5337 Amendment #7 – Ord. #5863
Obligation	Developer acknowledges and agrees to pay to City at the time building permits are issued within the planning areas described below, the Downtown Benefit Fee, for the additional 1,189 LDR and MDR units and the 472 HDR units being added to the Fifth Amendment Property in connection with this Fifth Amendment. The Downtown Benefit Fee is \$5,000 per unit. The Downtown Benefit Fee will be collected within the following planning areas of the Fifth Amendment Property: F-6A, F-68, F-6C, F-8A, F-SB, F-10A, F-108, F-10C, F-118, and F-136 (95 units). Planning area F-138 is currently approved for 159 units. Concurrently with the City's approval of a tentative subdivision

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	map for planning area F-138, Developer and City shall identify which 95 units within F-138 will be subject to the Downtown Benefit Fee. Developer acknowledges and agrees to pay to City at the time building permits are issued within the planning areas described below, the Downtown Benefit Fee, for the additional 1,189 LDR and MDR units and the 472 HDR units being added to the Fifth Amendment Property in connection with this Fifth Amendment. The Downtown Benefit Fee is \$5,000 per unit. The Downtown Benefit Fee will be collected within the following planning areas of the Seventh Amendment Property consistent with Large Lot Tentative Map PL16-0364, and as shown on attached Exhibit "B": F-6A1, F-6A2, F-6B, F-6C1, F-6C2, F-8A, F- 8B, F-10A1, F-10A2, F-10B1, F-10B2, F-10C1, F-10C2, F-11B, F-13A-1, F-13A-2, and F-13B-3 (14 units). Planning area F-13B-3 is currently approved for 45 units. Concurrently with the City's approval of a small lot final subdivision map for planning area F-13B-3, lot numbers 1 through 14 within F-13B-3 will be subject to the Downtown Benefit Fee.
Department	Building Division
Status	Ongoing obligation
Section	3.16
Title	EIR Mitigation Measures Amendment #5 – Ord. #5337
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Developer elects to develop the Property, Developer shall be bound by, and shall perform, all mitigation measures contained in the Plan EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the Specific Plan EIR as being a responsibility of Developer. Notwithstanding any other provision in this Agreement to the contrary, as and when Developer elects to develop the Property, Developer shall be bound by, and shall perform, all mitigation measures contained in the Plan EIR (as amended by the Subsequent EIR conducted connection with the Fifth Amendment to this Agreement) to such development which are adopted by City and are identified in the mitigation monitoring plan or the Plan EIR (as amended by the subsequent EIR) as being a responsibility of Developer.
Department	Planning Division and Development and Operations Department
Status	Ongoing obligation
Section	3.18
Title	Community Facilities District – Project Infrastructure
Obligation	3.18.1 Formation. Developer and City shall form a Community Facilities District for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the WRSP ("Project CFD"). Formation of the Project CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Developer shall be allocated Developer's share of infrastructure costs and shall be assessed special taxes in a fair and proportionate manner as specified in a tax formula agreed to by City and Developer in accordance with the financing plan for the WRSP. Developer and City have agreed to form an overlay community facilities district with respect to the Property. Therefore, the following is hereby added to the end of Section 3.18.1 of the Development Agreement: Developer and City shall form an overlay community facilities district for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Property (the "Overlay CFD"). Overlay CFD funds may be used to retire Project

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	CFD debt on the Property and to construct and/or acquire the improvements and facilities listed in Exhibit F. Formation of the Overlay CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. The total special taxes under this Section 3.18 for individual units, according to land use type, within the Overlay CFD shall be less than or equal to, but not more than, the total special taxes for equivalent individual unit types under this Section 3.18 prior to the increase in housing density allowed by this Fifth Amendment and related General and/or Specific Plan amendments and the formation of the Overlay CFD. Those portions of the Property within the boundaries of and subject to the overlay CFD are shown in Exhibit RR. Developer shall be allocated a share of the infrastructure costs and shall be assessed special taxes in a fair and proportionate manner as specified in a tax formula agreed to by City and Developer. 3.18.1.1 Nothing in this section shall be construed to require Developer to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds. 3.18.1.2 Concurrent with any formation of a CFDO, Developer and City shall enter into a shortfall agreement, in form and substance acceptable to City, whereby Developer shall covenant to finance its fair share of the costs of the CFD Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements. 3.18.1.3 Nothing herein shall be construed to limit Developer's option to install the public improvements through the use of traditional assessment districts or private financing.
Department	Finance Department
Status	CFD formed - Ongoing obligation
Section	3.18.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Developer for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds.
Department	Finance Department
Status	Ongoing obligation
Section	3.19
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other /and use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's subdivision ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director.

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	All wet utilities to be installed by Developer will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Developer shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities and Public Works Department
Status	Ongoing obligation
Section	3.20
Title	Community Facilities District – Maintenance
Obligation	3.20.1. 1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Maintenance CFD has been formed to include the Property ("Maintenance CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consents hereby to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. For purposes of Article 13D of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Maintenance CFD will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The Maintenance CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing mechanism. 3.20.1.2 Zones of Benefit. The Maintenance CFD may be divided as necessary into zones of benefit and among which the amount of assessment may vary.
Department	Finance Department
Status	Maintenance District formed – Ongoing obligation
Section	3.20.2
Title	Obligations
Obligation	The Maintenance CFD shall provide the funds required for the performance of the following maintenance, monitoring and reporting obligations. 3.20.2.1 Autumn leaf cleanup for collector and local streets; 3.20.2.2 Maintain park improvements for the neighborhood park sites; 3.20.2.3 Maintain paseos, medians, and landscape corridors along roadways within the Project, and including the median on 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,

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	create a non-profit foundation, or contract with an existing conservancy or similar organization, to oversee perpetual maintenance, monitoring, reporting and adaptive management requirements of and for Open Space Preserve Areas with funding provided by the Maintenance CFD; 3.20.2.9 Maintain all water quality structural controls and drainage swales constructed between storm drain outfalls and receiving waters; 3.20.2.10 Maintain flood control facilities including detention basins; 3.20.2.11 Maintain open space areas including general maintenance, signage maintenance and trash and debris collection; 3.20.2.12 Maintain creeks for flood flows and provide debris collection; 3.20.2.13 Maintain fire breaks within open space areas; 3.20.2.14 Maintain the community garden and associated facilities including parking lot; 3.20.2.15 Maintain bus shelters, bus stops and bus signs; and 3.20.2.16 Maintain a Replacement Reserve Fund for repair and replacement of entry features, sound walls, signage, lighting, and other special features including trellis and shed structures, etc. included in the areas maintained by the Maintenance CFD, as indicated in the Design Guidelines.
Department	Finance Department
Status	District formed-Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Developer expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Maintenance CFD, and acknowledges that such parcels do not and will not receive a special benefit from the Maintenance CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Community Facilities District – Services
Obligation	3.21.1 Formation. 3.21. 1.1 Consent. Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Services CFD has been formed to include the Property ("Services CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.21.2. For purposes of Article 13D of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Services CFD will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The initial amount of the assessment shall be \$285 per dwelling unit equivalent.

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

	3.21.1.2 Zones of Benefit. The Services CFD may be divided as necessary into zones of benefit among which the amount of assessment may vary.
Department	Finance Department
Status	District formed – ongoing obligation
Section	3.21.2
Title	Obligations
Obligation	The Services CFD shall provide the funds required to offset the WRSP's impact on City general fund resources available to pay for municipal services citywide, including the WRSP. The funds shall be utilized for general fund purposes. A portion of the funds, in the annual amount of \$13.35 per dwelling unit equivalent , shall be allocated and utilized as an ongoing transit subsidy.
Department	Finance Department
Status	Ongoing obligation
Section	3.21.3
Title	Public Parcel Exclusion
Obligation	Developer expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Services CFD, and acknowledges that such parcels do not and will not receive a special benefit from the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Community Facilities District – Stormwater Management
Obligation	3.22.1 Formation. 3.22.1.1 Consent. Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Stormwater Management CFD has been formed to include the Property ("Stormwater Management CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for Stormwater Management purposes and consents hereby to the levy of such special taxes as are necessary to fund the obligations described in Section 3.22.2. For purposes of Article 13D of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Stormwater Management CFD will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The initial amount of the annual assessment shall be \$18 per dwelling unit. 3.22.1.2 Zones of Benefit. The Stormwater Management CFD may be divided as necessary into zones of benefit and among which the amount of assessment may vary. 3.22.2 Obligations. The Stormwater Management CFD shall provide the funds required for conducting, managing and financing the WRSP's portion of the City's Stormwater Management Program as required by the EIR for mitigation.
Department	Finance Department
Status	Budgeted in the Maintenance (Services) CFD -Ongoing obligation
Section	3.22.3
Title	Public Parcel Exclusion
Obligation	Developer expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Stormwater Management CFD, and

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	acknowledges that such parcels do not and will not receive a special benefit from the Stormwater Management CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.23
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Developer and City agree to grant encroachment permit(s) or maintenance easements to the Maintenance CFD, Developer or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.24
Title	Disclosure to Subsequent Purchasers Amendment #1 – Ord. #4324
Obligation	This Agreement shall constitute notice to all successors to Developer hereunder, and to all subsequent purchasers of any lots and/or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road and Blue Oaks Boulevard as truck routes. 2. Designation of Phillip Road, Hayden Parkway, Bob Doyle Drive and Market Street (on Placer Investors Property) as a temporary truck route until Phillip Road and Blue Oaks Boulevard are connected. 3. The existence of a Development Agreement on the Property. 4. The Project will be served by surface water supplies and, in emergency and drought conditions, by groundwater supplies. 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.

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	15. Parcels adjacent to Open Space may have a public bike trail adjacent to residential lots. 16. Potential for proposed Placer Parkway within WRSP boundaries. 17. Proposed location of a retention basin on the Reason Farms property. 18. Location of well sites and water storage facilities. 19. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 20. Location of Pleasant Grove WWTP outfall. 21. Location of recycled water tank site and pumping station facilities. 22. Location of solid waste recycling center. 23. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned not by the City, but by the adjacent property owner, who is responsible for their maintenance, repair and replacement. 23. Masonry walls or enhanced wood fencing including walls adjacent to landscape corridors, parks, open space and other public facilities, are installed in the right of way, on public property. The face of the wall/fence on the private property side shall be maintained by the private property owner. The wall and the face of the wall on the public property shall be maintained by the City with CFD maintenance funds. 24. Livestock grazing may occur within the open space preserve areas. 25. Every residential unit is equipped with a recirculating hot water system, or similar technology to provide instantaneous hot water at each hot water faucet. If Developer records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	Sun City Homeowners Associated 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	Ongoing obligation
Section	3.26

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

Title	Fee Adjustments Resulting from Under-Building Amendment #1 – Ord. #4324
Obligation	City's collection of certain fees in this Agreement is dependent on the number of building permits issued within the Plan Area. Such fees include the Bike Trail Fee (Section 3.12.7), Public Benefit Fee (Section 3.15.3), General Fund Contribution (Section 3.15.4), Air Quality Fee (Section 3.15.11), Traffic Signal Coordination Fee (Section 3.15.12), Transit Shuttle Service Fee (Section 3.15.13) and South Placer Animal Control Shelter Fee (Section 3.15.14), hereinafter "Building Permit Fees." To protect the City in the event that Developer under-builds the number of units assigned to large lot parcels as a result of Density Transfers (consistent with Section 2.3 of this Agreement), City and Developer shall, prior to Developer recording the first final map in Phase 3 and the last final map in Phase 3, review the total amount of Building Permit Fees paid to date. In the event that Developer has or is projected to under-build the number of units in the WRSP, City may adjust Building Permit Fees upward to account for the underutilization of entitled dwelling units.
Department	Building and Engineering Division and Alternative Transportation
Status	Ongoing obligation
Section	3.27
Title	Air Quality Mitigation Fee Amendment #1 – Ord. #4324
Obligation	Developer shall pay the Placer County Air Pollution Control District Air Quality Mitigation Fee. The fee shall be paid upon issuance of each residential building permit in the amount of One Hundred Thirty-Four Dollars and Ten Cents (\$134.10) per dwelling unit. The City shall remit all payments to the Placer County Air Pollution Control District on or before January 30 of each calendar year until year 2025 or the Project is built out, whichever occurs later.
Department	Building Division
Status	Ongoing obligation
Section	3.28
Title	Sierra College Boulevard (Town of Loomis) Fee Amendment #1 – Ord. #4324
Obligation	Developer shall pay the Sierra College Boulevard (Town of Loomis) Fee. The fee shall be paid upon issuance of each residential building permit in the amount of Seventy-Five Dollars (\$75.00) per dwelling unit. The City shall remit all payments to the Town of Loomis by December 31 of each calendar year until the City issues the final building permit for the Project.
Department	Building Division
Status	Ongoing obligation
Section	5.2
Title	Annual Review

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

Obligation	City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such annual review shall include the statement that any review of obligations of Developer as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Developer with the terms of the Agreement shall be conclusive with respect to the performance of Developer during the period preceding the review. Developer shall be responsible for the cost reasonably and directly incurred by the City to conduct such annual review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Developer shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Developer a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Developer shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

Owner Name: 1600 Placer Investors, L.P.
1420 Rocky Ridge, Ste 265
Roseville, CA 95661

Westpark Associates
1420 Rocky Ridge, Ste 265
Roseville, CA 95661

Current Agreement: Development Agreement by and between the City of Roseville and 1600 Placer Investors, L.P. to the West Roseville Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
1600 Placer Investors, L.P.	March 24, 2004	20 years	4049
Amendments:			
	#1 – April 14, 2006		4364
	#2 – April 17, 2009		4723
	#3 – Feb. 4, 2011		4910
	#4 – Aug. 16, 2013		5210
	#5 – Sept. 6, 2013		5217
	#6 – Jan. 16, 2015		5441
	#7 – Jun. 3, 2017		5680
	#8 – Nov. 19, 2017		5871

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2017																				
Section	1.3.1 and 1.6																			
Title	Expiration and Annexation																			
Obligation	Entitlements granted herein to developer applicable to this property shall be applicable to annexed property for a twenty (20) year period (pursuant to annexation). Entitlements shall be contingent upon annexation of property into the City of Roseville.																			
Department	Planning and Development Services																			
Status	Annexation application approved by LAFCO on July 14, 2004. Obligation Complete.																			
Section	2.6.1																			
Title	Affordable Purchase Residential Units Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 – Section Deleted																			
Obligation	Developer agrees that 85 units will be reserved on the Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows: <table border="1"> <thead> <tr> <th>Parcel</th><th>Total Units in Parcel</th><th>Middle Income Purchase Units</th></tr> </thead> <tbody> <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> </tbody> </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 border="1"> <thead> <tr> <th>Parcel</th><th>Total Units in Parcel</th><th>Middle Income Purchase Units</th></tr> </thead> <tbody> <tr> <td>PCL W-19</td><td>252</td><td>59</td></tr> </tbody> </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	2.6.1.6																			
Title	Facilities Districts																			
Obligation	The Economic and Community Services Director shall maintain a list of middle-income affordable units that are conveyed pursuant to an Affordable Purchase Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Purchase Agreement(s) to the City Finance Director. In reliance thereon, , the Finance Director shall, to the extent allowed by law, set the applicable special tax for the middle-income affordable purchase units within each such Parcel at a level equal to fifty percent (50%) of the applicable special tax for the balance of the units within said Parcel.																			
Department	Housing Department and Finance Department																			
Status	Finance comments – CFD #1 infrastructure (bond) district has been formed and																			

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	infrastructure improvement proceeding – Series 2006 issue of second series sold 09/2006. Both bond series refunded into Series 2015. Bond sale complete. - Obligation Complete. Ongoing Obligation -annual list to be provided to Finance.
Section	2.7.1
Title	404 Permit
Obligation	Developer has obtained verification from the U.S. Army Corps of Engineers that approximately 16.19 acres of vernal pools and 3.87 acres of wet swales/channels exist on the Property. Developer shall obtain from the U. S. Army Corps of Engineers (the "Army Corps") a permit (the "404 Permit") to fill specific wetland resources in conjunction with development of the Property. Developer shall diligently pursue and obtain issuance of the 404 Permit and any amendment, modification or supplement thereto, or an additional 404 Permit if required, in order to implement the Project, including but not limited to off-site improvements such as Phillip Road, Blue Oaks Boulevard and Pleasant Grove Boulevard. Such 404 Permit or Permits shall be approved, with conditions satisfactory to the City if such conditions impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements on the Property. Developer intends to mitigate the impacts of such wetland fills through a combination of on-site preservation, off-site preservation and/or on-site and off-site creation of wetland resources. It is anticipated that the 404 Permit will require preservation and/or creation of wetland resources within the Property ("Preserve Area"). At the election of the City, City and Developer shall cooperate with one another in the formation of a conservancy or fee financing mechanism provided for in Section 3.20, with the authority to assume and/or administer the costs of maintaining the Preserve Area in accordance with the 404 Permit.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.3
Title	Facilities Included in 404 Permit
Obligation	Developer shall use its best efforts to ensure that the approval of its 404 Permit includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of Open Space Preserves. In this regard, Developer shall include the location of proposed bike paths, fuel modification areas, passive recreation areas, water quality structures and drainage and flood control facilities on all maps and/or exhibits accompanying all 404 Permit applications to ensure all proposed open space improvements are disclosed and considered by the Corps during 404 Permit processing and drafting of permit conditions. If any significant modifications are proposed which conflict in any manner with the Entitlements related thereto and to the planned location and improvement of the bike paths as a result of approval of the 404 Permit, the revised relocation and/or improvement of such paths or other facilities shall be resubmitted to the City for review. The City may approve or deny any request to relocate any of the paths or other facilities within or outside of the Open Space Preserves and the review of such modifications shall be made in accordance with CEQA.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.4

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

Title	Operation and Management Plans
Obligation	Developer and Fiddymment shall be responsible for the cost of preparation of any required Operations & Management Plan ("O&M Plan") required for the 404 Permit. Further, Developer and Fiddymment shall be responsible for the cost of the City's preparation, pursuant to the August 18, 2000 MOU between the City and the United States Fish and Wildlife Service, an overarching management plan to maintain consistent management strategies among the City's preserves and preserve areas created by the Project.
Department	Development and Operations Department/ Environmental Coordinator
Status	Obligation Complete
Section	3.5.2.1
Title	Pleasant Grove Boulevard through Village Center
Obligation	In Phase 2, Developer shall construct Pleasant Grove Boulevard through the Village Center consistent with the street sections and standards illustrated and described in the Specific Plan and consistent with the timing outlined in the Phasing Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Developer shall construct curb, gutter, pavement, streetlights, utilities, entry medians and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets in Exhibit "H" located within the Property. The parties acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans therefore; in particular, based on the final design for such collectors and the final lot subdivisions for the Property. Except as provided in Section 3.5.3.1 of this Agreement. Developer shall not be entitled to any reimbursement or credits toward the City's traffic mitigation fee for any costs associated with the design and/or construction of collector roadways.
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.

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

Department	Engineering Division
Status	Obligation deleted
Section	3.5.7.1
Title	Traffic Signal Interconnect Project Amendment #1 – Ord. #4364
Obligation	In connection with the West Roseville traffic signal interconnect project, Developer agrees to fund one-third of the cost of constructing the improvements set forth in the Fehr & Peers plans (#1997-E01) approved by City April 12, 2005 , and incorporated herein by reference (the "Signal Interconnect"). City agrees to fund its one-third share and to collect the remaining one-third of the cost of the Signal Interconnect from Fiddymment Land Venture, LLC and/or Signature Properties, pursuant to an amendment to that certain development agreement, between the City of Roseville and Fiddymment Land Venture, LLC, recorded in the Official Records of Placer County as Instrument No. 2004-0080708. Developer shall have no further obligations to fund or construct any other portions of the City's traffic signal interconnect project.
Department	Public Works Department
Status	Interconnect Improvements Complete. Funding obligation met. Obligation Complete.
Section	3.5.11
Title	Bridge
Obligation	Developer shall construct the off-site bridge as the Phasing Plan. Upon completion of construction of the Pleasant Grove Boulevard bridge and associated off-site roadway improvements, City will provide to Developer a credit for 100% against future fees collected within the Plan.
Department	Public Works Department
Status	Obligation Complete
Section	3.5.16
Title	Transit Master Plan Funding
Obligation	Developer shall pay, as its fair share on a city-wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bikeway Master Plan Update, the amounts of \$6,721, \$5,761, and \$4,801, respectively, prior to the recordation of the first Large Lot Tentative Subdivision Map.
Department	Alternative Transportation and Engineering Division
Status	Required fees for the Long and Short Range Transit Master Plan and the Bikeway Master Plan were paid October 2004. Obligation Complete.
Section	3.5.19
Title	Pleasant Grove At-Grade Crossing in Village Center
Obligation	In Phase 2, Developer shall construct an enhanced at-grade pedestrian crossing of Pleasant Grove Boulevard within the Village Center. Construction of the at-grade crossing shall be consistent with the design of the crossing described and depicted in the Phasing Plan, Specific Plan and Design Guidelines.
Department	Engineering Division
Status	Obligation Complete
Section	3.5.22
Title	Fiddymment Road Widening
Obligation	Developer and Fiddymment shall be jointly and severally responsible to widen Fiddymment Road to City standards as a four- lane road, from Pleasant Grove Boulevard to Baseline Road, with construction commencing not later than expiration of fiscal year 2009-2010, subject to completion of all environmental review requirements, and provided that City has not then received any application for development of the property adjacent to the west of existing Fiddymment Road, and provided further that such widening has not otherwise been completed or undertaken by that date. City and

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

	Developer acknowledge that the agreement to widen Fiddymment Road is the result of negotiation between the parties and is not required as a result of impacts of the development of the Property.
Department	Public Works Department
Status	Obligation Complete
Section	3.6.7
Title	Dedication of Treatment Plan Expansion Site
Obligation	Prior to the issuance of the first residential building permit on the Property, Developer shall dedicate to City a site of fifteen (15) acres (a portion of W-71) for City's use in expanding the Pleasant Grove Wastewater Treatment Plant as shown on Exhibit "S". In consideration for such dedication by Developer, and subject to future CEQA review by City if required, City shall allow Developer at no cost the right to construct recycled water tanks, off-site Phillip Road and off-site Blue Oaks Boulevard improvements on City property, as required for the Project. If additional property in excess of the 15 acres is necessary for said improvements, Developer shall pay to City the then current fair market value for the additional property.
Department	Environmental Utilities Department
Status	Obligation complete
Section	3.7.1
Title	Contract with San Juan Water District
Obligation	City has acquired rights to 3,200 acre feet of potable water annually from San Juan Water District for purposes of augmenting City water supplies. Developer and Fiddymment shall be jointly and severally responsible to reimburse to City the one-time up-front payment from City to San Juan Water District in the sum of \$1,340,000 within 30 days after the expiration of all appeal periods and tolling periods pursuant to Section 1.3.4 of this Agreement applicable to City's approval of the Entitlements and annexation of the Property into City by LAFCO. City and Developer agree that Developer's payment to City as required pursuant to this Section 3.7.1 Shall be reimbursed from the first phase of CFD bonds issued for the Project.
Department	Environmental Utilities Department
Status	Obligation complete
Section	3.8.9
Title	Water Tank Site
Obligation	Developer shall dedicate to City a 5.1-acre site (W-74) for use primarily as a water tank site at the location in the Specific Plan. A portion of the site will be reserved for use in accordance with Section 3.14.8. The timing for such dedication shall be prior to issuance of the first residential building permit within the Project. Prior to acceptance of the water tank site by the City, Developer shall rough grade and construct public services to the site, including electric, water and sewer stub outs and fencing of the solid waste recycling facilities.
Department	Environmental Utilities Department
Status	Obligation complete
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Developer shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current improvement standards.
Department	Environmental Utilities Department
Status	Easement granted for sanitary sewer pipeline 03/15/2005 Obligation Complete.

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

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 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

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	and underground infrastructure and externalities (including, but not limited to, joint trench, gas and transmission lines.) associated with the City's proposed Roseville Energy Park.
Department	Electric Department
Status	Obligation Complete
Section	3.12.4.1
Title	Citywide Park Frontage Improvements
Obligation	Frontage improvements for city-wide parks shall be included in the fee established by the City for city-wide parks. The cost of this work has been accounted for in the Parks Financing Plan.
Department	Parks Department
Status	Obligation Complete
Section	3.12.9.2
Title	Open Space Frontage Improvements
Obligation	Within parcels designated Open Space (F-83 and F-89) Developer shall construct Frontage improvements including sidewalk but excluding landscaping. Within parcels designated for Open Space (W-81, W-82, W-83), Developer shall construct Frontage Improvements including sidewalk and landscaping as outlined in the Design Guidelines.
Department	Parks Department
Status	Obligation Complete
Section	3.13
Title	School Fee Agreements
Obligation	Developer has entered or will enter into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District (collectively "the Districts"), prior to any subdivision map approval or issuance of any building permit , to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Developer is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements. Developer agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Building Division
Status	Agreement entered into – Obligation Complete.
Section	3.14
Title	Fire Station Site
Obligation	Developer/landowner shall dedicate a 3.1-acre site (Parcel F-73) for the use of a fire station site. Developer shall rough grade and construct public services to the site to accommodate fire station construction.
Department	Engineering Division and Economic Development Department
Status	WRSP Parcel F-73 (APN: 017-100-059 & 068 portion of) was dedicated to the City on July 12, 2006 (Doc# 2006-0074401). Parcel rough graded prior to dedication. Obligation Complete.
Section	3.14.2
Title	Placer County Capitol Facilities Fee
Obligation	In consideration of the annexation of the Property to City, Developer shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Developer shall pay such fee in the amount previously assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

Department	Building Division
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	Community Benefit Fee #2 Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 - Deleted
Obligation	Any residential units approved beyond the original unit cap of 4,260 shall be subject to a Community Benefit Fee #2 of \$3,500 per unit. This fee shall be applied to the additional units within the Westpark portion of the West Roseville Specific Plan. City acknowledges that Developer may not construct all additional units approved; Developer shall pay fees only for final mapped units recorded on a cumulative basis above 4,260 units in accordance with the following: The Community Benefit Fee #2 shall be paid to City following approval of the Small Lot Tentative Map for any Tentative Map approval within Phase 4, in which said approval results in the total number of approved units exceeding 4,260, or a previously approved unit count exceeding 4,260. City shall request a lump sum payment from Developer for the number of units approved exceeding 4,260 or a prior amount approved which exceeds 4,260. Developer shall submit payment within thirty (30) days of said request.
Department	Engineering Division
Status	Section deleted
Section	3.17
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Developer, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Developer, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. Completed.
Section	3.25
Title	Sun City Homeowners Association Certifications
Obligation	Prior to issuance of the first building permit in the WRSP, Developer and 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

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

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

Development Agreement Obligations <u>Not Complete</u> as of December 2017	
Section	2.1
Title	Permitted Uses
Obligation	The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements and this Agreement.
Department	Planning Division
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 Amendment #8 – Ord. #5871
Obligation	Low Density Residential (age-restricted): 710 units on 146.9 net acres Medium Density Residential: 325 units on 42.5 net acres High Density Residential: 325 units on 17.0 net acres Community Commercial: 4.0 net acres General Industrial: 34.3 net acres Light Industrial: 74.2 net acres Business Professional: 10.5 net acres Park: 42.3 net acres Open Space: 349.4 net acres Open Space (paseo): 8.4 net acres Schools: 37.8 net acres Treatment Plant Expansion: 20.1 net acres Water Tank Site: 5.1 net acres Well Sites: 2.0 net acres Other Public (RoW): 52.2 net acres Village Center High Density Residential: 405 units on 22.4 net acres Medium Density Residential: 380 units on 46.1 net acres Community Commercial: 40 units on 14.4 net acres Park: 13.6 net acres Church: 10.9 net acres Other Public (RoW): 13.3 net acres Low Density Residential: 2,437 units on 547.9 net acres

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	Low Density Residential (age-restricted): 704 units on 146.9 net acres Medium Density Residential: 0 units on 0 net acres High Density Residential: 460 units on 24.2 net acres Community Commercial: 4.4 net acres General Industrial: 35.1 net acres Light Industrial: 75.1 net acres Business Professional: 9.9 net acres Park: 42.8 net acres Open Space: 351.0 net acres Open Space (paseo): 8.8 net acres Schools: 38.8 net acres Treatment Plant Expansion: 15.0 net acres Water Tank Site: 5.1 net acres Well Sites: 0.5 net acres Other Public (RoW): 51.6 net acres Village Center High Density Residential: 397 units on 22.4 net acres Medium Density Residential: 387 units on 46.1 net acres Community Commercial: 40 units on 14.5 net acres Park: 13.8 net acres Church: 10.8 net acres Other Public (RoW): 13.1 net acres Low Density Residential: 2,554 units on 551.6 net acres Low Density Residential (age-restricted): 704 units on 146.9 net acres Medium Density Residential: 0 units on 0 net acres High Density Residential: 502 units on 25.2 net acres Community Commercial: 4.4 net acres General Industrial: 35.1 net acres Light Industrial: 75.1 net acres Business Professional: 0 net acres Park: 55.4 net acres Open Space: 351.0 net acres Open Space (paseo): 8.0 net acres Schools: 38.8 net acres Treatment Plant Expansion: 15.0 net acres Water Tank Site: 5.1 net acres Well Sites: 0.5 net acres Other Public (RoW): 56.8 net acres Village Center High Density Residential: 397 units on 22.4 net acres Medium Density Residential: 387 units on 46.1 net acres Community Commercial: 40 units on 14.5 net acres Park: 13.8 net acres Church: 10.8 net acres Other Public (RoW): 13.1 net acres Low Density Residential: 2,662 units on 596.5 net acres Low Density Residential (age-restricted): 704 units on 146.8 net acres Medium Density Residential: 0 units on 0 net acres High Density Residential: 420 units on 20.1 net acres
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West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	Community Commercial: 3.0 net acres General Industrial: 32.9 net acres Light Industrial: 55.2 net acres Park: 35.1 net acres Open Space: 350.8 net acres Open Space (paseo): 7.7 net acres Schools: 38.7 net acres Treatment Plant Expansion: 15.0 net acres Water Tank Site: 5.4 net acres Well Sites: 0.6 net acres Other Public (RoW): 138.5 net acres Village Center High Density Residential: 397 units on 21.8 net acres Medium Density Residential: 387 units on 46.1 net acres Community Commercial: 40 units on 13.8 net acres Park: 12.8 net acres Church: 10.8 net acres <u>8th Amendment:</u> Low Density Residential: 2,662 units on 596.5 net acres Low Density Residential (age-restricted): 704 units on 146.8 net acres Medium Density Residential: 0 units on 0 net acres High Density Residential: 420 units on 20.1 net acres Community Commercial: 3.0 net acres General Industrial: 32.9 net acres Light Industrial: 55.2 net acres Park: 35.1 net acres Open Space: 350.8 net acres Open Space (paseo): 7.7 net acres Schools: 38.7 net acres Treatment Plant Expansion: 15.0 net acres Water Tank Site: 5.4 net acres Well Sites: 0.6 net acres Other Public (RoW): 138.5 net acres Village Center High Density Residential: 386 units on 21.8 net acres Medium Density Residential: 454 units on 53.7 net acres Community Commercial: 6.4 net acres Park: 12.7 net acres Church: 10.8 net acres
Department	Planning Division
Status	Ongoing obligation
Section	2.6
Title	Affordable Housing Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 Amendment #7 – Ord. #5680
Obligation	Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provision by Developer of affordable housing elsewhere within

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	the Specific Plan as described below and the other terms of this Agreement, Developer shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall provide 426 units affordable to very low, low and middle income households. In Accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall provide 443 units affordable to very low, low and middle income households. In accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall provide 459 units affordable to very low, low and middle income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be 40% for very low, 40% for low and 20% for middle income households. Any adjustment based on actual development shall be subject to the approval of the Economic and Community Services Director. The term "very low income" means households earning 50% or less of median income, "low income" means households earning 51% to 80% of median income, and "middle income" means households earning 81% to 100% of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element, the Specific Plan, and City policy. Locations of affordable housing sites, other than single family affordable purchase residential units, are shown in the Specific Plan and Exhibit "D". Such locations may be modified pursuant to Section 2.6.1.4 of this Agreement. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provision by Developer of affordable housing elsewhere within the Specific Plan as described below and the other terms of this Agreement, Developer shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall provide 462 units affordable to very low and low and middle income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be 40% for very low and 60% for low income households. Any adjustment based on actual development shall be subject to the approval of the Director of the City's Housing Division. The term "very low income" means households earning 50% or less of median income, "low income" means households earning 51% to 80% of median income, and "middle income" means households earning 81% to 100% of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element, the Specific Plan, and City policy. Consistent with the goals and policies contained in City's General, Plan and the Specific Plan, and subject to the provision by Developer of affordable housing elsewhere within the Specific Plan as described below and the other terms of this Agreement, Developer shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall, after the transfer of its obligation for 162 affordable rental units in Parcel W-1 6 to Paree.Is W B-30 and WB-32 in the Sierra Vista Specific Plan, provide 300 units affordable to very low and low income households. The breakdown of
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West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	percentage of the total number of affordable units to the different income levels shall be roughly 55% for very low and roughly 45% for low income households. Any adjustment based on actual development shall be subject to the approval of the Director of the City's Housing Division. The term "very low income" means households earning 50% or less of median income, and "low income" means households earning 51 % to 80% of median income. Median income and allowable assets shall be determined in accordance With the General Plan Housing Element, the Specific Plan, and City policy.
Department	Housing Department
Status	Ongoing obligation
Section	2.6.1.1
Title	Required Agreement
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement for such residential purchase units affordable to middle-income households. Specific requirements of the agreement will be determined by the Economic and Community Services Director.
Department	Housing Department and Engineering Division
Status	Ongoing obligation
Section	2.6.1.2
Title	Content
Obligation	The Affordable Purchase Housing Development Agreement shall, for each such residential lot subdivision, set forth, among other things, the distribution of the affordable housing units within the subdivision and Developer's obligations for marketing the affordable units. No City subsidies will be required to provide residential purchase units affordable to middle-income households. The Affordable Purchase Housing Development Agreement shall include specific requirements for marketing of affordable purchase units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and best efforts requirements.
Department	Housing Department
Status	Ongoing obligation
Section	2.6.1.5
Title	In-Lieu Fee – Affordable Housing
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to moderate, low or very low income households, Developer shall be eligible to pay such in lieu fee rather than construct affordable housing units on the Property.
Department	Housing Department
Status	Ongoing obligation
Section	2.6.2.1
Title	Multi Family Affordable Rental Units – Affordable Obligation Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 Amendment #7 – Ord. #5680
Obligation	Developer agrees that 341 affordable rental units will be reserved within the Property, including 170 units for rental to very low income households and 171 units for rental to low income households as follows:

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	<table><tr><th>Parcel</th><th>Total Units in Parcel</th><th>Total Affordable Unit Allocation</th><th>Very Low Income Rental Units</th><th>Low Income Rental Units</th></tr><tr><td>PCL W-25</td><td>240</td><td>144</td><td>72</td><td>72</td></tr><tr><td>PCL W-28</td><td>175</td><td>47</td><td>23</td><td>24</td></tr><tr><td>PCL W-29 (senior)</td><td>150</td><td>150</td><td>75</td><td>75</td></tr><tr><td>Total</td><td></td><td>341</td><td>170</td><td>171</td></tr></table> Developer agrees that 358 affordable rental units will be reserved within the Property, including 179 units for rental to very low income households and 179 units for rental to low income households as follows: <table><tr><th>Parcel</th><th>Total Units in Parcel</th><th>Total Affordable Unit Allocation</th><th>Very Low Income Rental Units</th><th>Low Income Rental Units</th></tr><tr><td>PCL W-25 (senior)</td><td>232</td><td>150</td><td>75</td><td>75</td></tr><tr><td>PCL W-16</td><td>208</td><td>208</td><td>104</td><td>104</td></tr><tr><td>Total</td><td></td><td>358</td><td>179</td><td>179</td></tr></table> Developer agrees that 400 affordable rental units will be reserved within the Property, including 186 units for rental to very low income households and 214 units for rental to low income households as follows: <table><tr><th>Parcel</th><th>Total Units in Parcel</th><th>Total Affordable Unit Allocation</th><th>Very Low Income Rental Units</th><th>Low Income Rental Units</th></tr><tr><td>PCL W-25 (senior)</td><td>232</td><td>150</td><td>75</td><td>75</td></tr><tr><td>PCL W-16</td><td>250</td><td>250</td><td>111</td><td>139¹</td></tr><tr><td>Total</td><td></td><td>400</td><td>186</td><td>214</td></tr></table> ¹The low-income affordable rental housing units on Parcel W-16 exceed the remaining required obligation of the 1600 Placer portion of the WRSP by 29 units. Developer retains the option to transfer up to 29 low-income affordable rental housing units from Parcel W-16 to another residential parcel in Phases 3 or 4 of the third Amendment Property and to construct these units as for sale units affordable to middle-income households. Such transfer shall be subject to execution of an Affordable Purchase Housing Agreement but shall not require an amendment of the Development Agreement. Developer agrees that 462 affordable rental units will be reserved within the Property, including 187 units for rental to very low income households and 275 units for rental to low income households as follows: <table><tr><th>Parcel</th><th>Total Units in Parcel</th><th>Total Affordable Unit Allocation</th><th>Very Low Income Rental Units</th><th>Low Income Rental Units</th></tr><tr><td>PCL W-25 (senior)</td><td>232</td><td>150</td><td>75</td><td>75</td></tr></table>	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units	PCL W-25	240	144	72	72	PCL W-28	175	47	23	24	PCL W-29 (senior)	150	150	75	75	Total		341	170	171	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units	PCL W-25 (senior)	232	150	75	75	PCL W-16	208	208	104	104	Total		358	179	179	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units	PCL W-25 (senior)	232	150	75	75	PCL W-16	250	250	111	139 ¹	Total		400	186	214	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
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	PCL W-16	250	162	23	139
	PCL W-27	170	150	89	61
	Total	652	462	187	275
	¹ The low-income affordable rental housing units on Parcel W-16 exceed the remaining required obligation of the 1600 Placer portion of the WRSP by 29 units. Developer retains the option to transfer up to 29 low-income affordable rental housing units from Parcel W-16 to another residential parcel in Phases 3 or 4 of the Property and to construct these units as for sale units affordable to middle-income households. Such transfer shall be subject to execution of an Affordable Purchase Housing Agreement but shall not require an amendment of the Development Agreement.				
	Developer agrees that 300 affordable rental units will be reserved within the Property, including 164 units for rental to very low income households and 136 units for rental to low income households as follows:				
	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	PCL W-25 (senior)	232	150	75	75
	PCL W-16	250	0	0	0
	PCL W-27	170	150	89	61
	Total	652	300	164	136
	¹ The 139 low-income affordable rental housing unit obligation and the 23 very low income affordable rental unit obligation allocated to Parcel W-16 have been transferred to Parcels W B-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	Ongoing obligation				
Section	2.6.2.4				
Title	Facilities Districts				
Obligation	The Economic and Community Services Director shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to an Affordable Housing Development Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Housing Development Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, set the applicable special tax for each such Parcel by using 50% of the number of low and very low-income income affordable rental units within each such Parcel to determine the number of units assessed for special tax purposes for each such Parcel.				
Department	Housing and Finance Department				
Status	Ongoing obligation				
Section	2.6.4				
Title	Masonry Wall Installation Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910				
Obligation	Developer, at its expense shall install a six-foot (6') masonry wall along the southern edge of Parcel W-29 at such time that Landowner develops the single-family parcel (W-15) or business professional parcel (W-63) adjacent and contiguous to Parcel W-29, if the development of said lots occurs prior to the development of Parcel W-29.				

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	Developer, at its expense shall install a six-foot (6') masonry wall along the northern and western edges of Parcel W-16 at such time that Landowner develops the single family parcels (W-13A & W-13B, if the development of Parcels W-13A & W-13B occurs prior to the development of Parcel W-16. Developer, at its expense shall install a six foot (6') masonry wall along the eastern edge of Parcel W-16 adjacent to Parcel W-13D at such time that Landowner develops the single-family Parcel W-13D, if the development of Parcel W-13D occurs prior to the development of Parcel W-16.
Department	Engineering Division
Status	Ongoing obligation
Section	2.7.2
Title	Maintenance by Developer
Obligation	Developer, and/or its successors, shall be solely responsible for satisfying all monitoring, reporting and, at the expense of the Maintenance CFD, maintenance, requirements under the 404 Permit during the remaining and any extended monitoring period, as determined by the Corps, for the Preserve Area. Furthermore, during said monitoring period, Developer shall indemnify, defend and hold City harmless from any and all costs, liabilities or damages for which the City is held responsible or alleged to be responsible under the 404 Permit, which arise out of or relate to any failure of Developer to satisfy such monitoring requirements, excluding any such failure caused by the active negligence of City or any employees, agents or contractors thereof. City acknowledges and agrees that any proposed use or improvement of the Open Space Preserve will be subject to the provisions of the 404 Permit and Operations & Management Plan. Developer acknowledges responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Developer shall obtain all amendments to the 404 Permit that are, or may be, required in order to install the Developer improvements specified in the Specific Plan, the 404 Permit and this Agreement in the Open Space Preserves. Notwithstanding this obligation of Landowner, City shall, to the maximum extent feasible, avoid infrastructure designs and locations that would require Landowner to amend its 404 Permit or any other permit required by state or federal agencies.
Department	Engineering Division / Environmental Coordinator
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

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	City. Developer shall obtain state and federal permits needed for anticipated development (i.e. 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed).
Department	Development Departments
Status	Ongoing Obligation
Section	3.3
Title	Project Phasing Amendment #1 – Ord. #4364 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	Developer shall develop and construct the on-site and off-site infrastructure necessary to serve the Project in four phases consistent with the Phasing Plan set forth in the Specific Plan and in Exhibits "E" and "HH" attached hereto. Infrastructure phases identified in the Phasing Plan may be combined as approved by City's Community Development Director, in consultation with all affected City departments building permits for subsequent phases may be issued so long as all improvements required in earlier phases are substantially complete and the infrastructure within of the subject phase is sufficient to provide access and utility service as determined by the Public Works Director and Environmental Utilities Director. Developer shall develop and construct the on-site and off-site infrastructure necessary to serve the Project in four phases, including the four phases consistent with the Phasing Plan set forth in the Specific Plan. Infrastructure phases set forth in the Phasing Plan may be combined as approved by the City's Community Development Director, in consultation with all affected City departments. In addition, building permits for subsequent phases of the Project may be issued so long as all improvements required in earlier phases are substantially complete and the infrastructure within the subject phase is sufficient to provide access and utility service as determined by the Public Works Director and Environmental Utilities Director. Developer shall develop and construct the on-site and off-site infrastructure necessary to serve the Project in four phases substantially consistent with the Phasing Plan. Infrastructure phases identified in the Planning Phase may be combined as approved by City's Community Development Director, in consultation with all affected City departments. Building permits for subsequent phases may be issued so long as all improvements required in earlier phases are substantially complete and the infrastructure within of the subject phase is sufficient to provide access and utility service as determined by the Public Works Director and Environmental Utilities Director. Infrastructure in Phase 3 may be constructed in sub-phases. In the event that the conceptual sub-phases for Phase 3 is modified or altered, the following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Developer and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility/public service within the phase.

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	• Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. A sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer – One point of connection to sewer outfall required. – Recycled Water – One point of connection required. A looped system is not required. • Potable Water – Two independent points of connection required. • Roadway – Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Developer acknowledges that modifications to the Phase 3 Infrastructure Sub-Phasing Matrix shall require additional City review, though modifications to Exhibit "E-1" as approved by the City shall not require an amendment to this Agreement. Special studies including but not limited to, water / recycled water/sewer/storm water systems, traffic, fire response, electric supply, and other environmental review may be required. Developer will be responsible for all costs associated with the preparation of special studies, and for the associated costs of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City. Developer shall develop and construct the on-site and off-site infrastructure necessary to serve the Project in four phases substantially consistent with the Phasing Plan set forth in Exhibit "E" and "II" attached hereto. Infrastructure phases identified in the Phasing Plan may be combined as approved by City's Development Services Director, in consultation with all affected City departments. Building permits for subsequent phases may be issued so long as all improvements required in earlier phases are substantially complete and the infrastructure within the subject phase is sufficient to provide access and utility service as determined by the City Engineer and Environmental Utilities Director. Infrastructure in Phases 3 and 4 may be constructed in sub-phases as set forth in Exhibits "E-1", "E-2a" and "E-2b" attached hereto. In the event that the conceptual sub-phases for Phase 3 and Phase 4 as shown in Exhibit "E-1" and Exhibits "E-2a" and "E-2b" are modified or altered, the following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Developer and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility/public service within the phase.
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West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	• Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. A sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection to sewer service required. • Recycled Water -One point of connection required. A looped system is not required. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Developer acknowledges that modifications to the Phase 3 and Phase 4 infrastructure Sub-Phasing Matrix as shown in Exhibits "E-1", "E- 2a" and "E-2b" shall require additional City review, though modifications to Exhibit "E-1" or Exhibits "E-2a" and/or "E-2b" as approved by the City shall not require an amendment to this Agreement. Special studies including but not limited to, water/ recycled water /sewer/storm water systems, traffic, fire response, electric supply, and other environmental review may be required. Developer will be responsible for all costs associated with the preparation of special studies, and for the associated costs of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Public Works and Environmental Utilities Department
Status	Ongoing Obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Developer to City for the arterials, collectors and other local streets within the Property or within public easements granted by Developer to City for such purposes. Accordingly, upon approval of the final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Developer agrees to grant and convey to City the rights-of-way for any arterials, collectors, local streets, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Developer shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Developer shall also grant and convey to City, with each of the foregoing roadway easements, a non-exclusive, co-extensive easement for sidewalk/pedestrian egress purposes. Each such easement shall be as depicted in the Specific Plan and shall be located within the right-of-way for the adjacent roadway as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent

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	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. 3.5.1 Developer's Obligations. Developer obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and full asphalt pavement section. For arterial roadways, Developer's obligation for roadway frontage improvements shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, utilities, street lights, signal interconnect, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer, all grading, drainage laterals and inlets, and cross culverts (collectively "Frontage Improvements"). The area within which such Frontage Improvements are to be located shall be referred to herein as Developer's frontage. Unless specifically identified within this Agreement, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required roadway improvement. Installation of landscaping and median curbing shall occur concurrent with roadway construction. Landscaping and sidewalks adjacent to roadways may occur concurrent with the development of adjacent parcels. Bike trail connections will be constructed consistent with Section 3.12.7 of this Agreement. In the event that Developer is required by City to construct the center lanes of roadways that are otherwise included in the City's Road Capital Improvement Program ("Road CIP"), Developer shall be entitled to either a credit against future traffic fees or reimbursement for the cost of such center lane construction.
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.2
Title	Arterial Roadways Amendment #4 – Ord. #5210
Obligation	Developer shall dedicate all necessary rights-of-way and shall construct roadway improvements for the arterial roadways as shown in Exhibit "G", attached hereto. Arterial roadways on the Property include Fiddymont Road, Blue Oaks Boulevard, Pleasant Grove Boulevard and West Side Drive. City and Developer acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Phasing Plan. Unless specifically identified in this agreement, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required roadway improvement. Upon demand of the City, Developer shall dedicate all necessary rights-of-way and shall construct road way improvements for the arterial roadways as shown in Exhibit "G", attached hereto, except for Blue Oaks Boulevard, the construction obligation for which is set forth in Section 3.5.3.3 below. Arterial road ways on the Property include

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	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	Consistent with the Phasing Plan, Developer shall realign and reconstruct segments of existing Phillip Road within the Property consistent with the Phasing Plan. Developer shall complete such reconstruction within five years of the date of the first occupancy permit in parcels (W-2, W-3, W-4, W-5, W-6 and W-7, and Fiddymment Parcel F-3) adjacent to the temporary truck route serving the Treatment Plant, as shown on Exhibit J. Segments of existing Phillip Road replaced by newly realigned and reconstructed segments shall be abandoned to the owner of the underlying fee of the segment in question. Developer shall reroute and underground all existing overhead electric lines along Phillip Road. If applicable and as necessary, relocation shall be coordinated so as not to interrupt service to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Consistent with the Phasing Plan, Developer shall realign and reconstruct segments of existing Phillip Road off-site. Portions of the realigned and reconstructed Phillip Road include the installation of frontage improvements adjacent to the city-wide park, including curb, gutter, sidewalk, street lights and utility services. Developer shall be entitled to a credit against the city-wide park fee for the cost of such park frontage improvements. Consistent with the Phasing Plan, Developer shall realign and reconstruct segments of existing Phillip Road off-site consistent with Exhibit "I" and the Phasing Plan. The portion of Phillip Road north of the Pleasant Grove Wastewater Treatment Plant ("Phillip Road North") shall be constructed in conjunction with the Blue Oaks Boulevard (Off-site) improvements described in Section 3.5.3.3 herein. Developer's cost obligation set forth in this Section 3.5.3.1 for Westpark Drive (and further described as Segment 5 in Exhibit "C" attached to this Fourth Amendment) shall be paid by Developer through a Westpark Drive off-site road fee (the "Westpark Drive Off-Site Road Fee") applied to all Low Density Residential ("LDR") and Medium Density Residential ("MDR") building permits in Phases 3 and 4 of the Property, and dedicated to the Westpark Drive off-site improvements described in this Section 3.5.3.1. Developer agrees to pay to City a fee of \$300.00 per LDR or MDR building permit in Phase 3 of the Property and \$365 per LDR or MDR building permit in Phase 4 of the Property for the Westpark Drive Off-Site Road Fee. If after the date of the Fourth Amendment there is an increase or decrease in the approved allocated number of LDR or MDR units within the Fourth Amendment Property, the foregoing fee amount for Phase 4 of the Property shall be adjusted accordingly. The Westpark Drive

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	Off-Site Road Fee shall be adjusted annually based upon the Engineering News Record, Construction Cost Index for the United States average of 20 cities and San Francisco (CCI). Developer and Fiddymont shall each be responsible for fifty percent (50%) of the construction cost of Westpark Drive north of the Pleasant Grove Wastewater Treatment Plant, both shares of which will be paid through the Westpark Drive Off-Site Road Fee. The City may elect to construct Westpark Drive at any time it deems necessary to serve the Plan Area in its sole and absolute discretion. The City may require acceleration of the payment by West Roseville of Developer's share of the Westpark Drive Off-Site Road Fee upon the construction of Segment 2 of Blue Oaks Boulevard (as shown in Exhibit "C" attached to this Fourth Amendment), from the westerly property line of the Fiddymont property to the intersection of Westpark Drive (the "Prepayment Event"). The foregoing notwithstanding, the obligation to prepay Developer's share of the Westpark Drive Off-Site Road Fee rests with West Roseville only and shall not be binding upon future owners of Phase 3 of the Property or run with the land for Phase 3 of the Property. Rather, the obligation of the Phase 3 property owner(s) to pay the Westpark Drive Off-Site Road Fee shall be limited to the obligation to pay the Westpark Drive Off-Site Road Fee of \$300.00 per LDR or MDR building permit, as adjusted by the CCI as provided herein, at the time of issuance of each LDR or MDR building permit. At such time as the City elects to cause construction of Westpark Drive regardless of the status of fees collected, the City shall provide West Roseville with six (6) months advance written notice of its intent to call for the outstanding balance of the fee to be paid by West Roseville. The City shall indicate in the notice the date on which the balance of the fee shall be due. During this six month period, the City shall continue to collect the Westpark Drive Off-Site Road Fee. The amount due from West Roseville for the balance of the Westpark Drive Off-Site Road Fee shall be determined by subtracting the then total amount of fees that have been paid to date by development of the Property from the total fee obligation of the Property (the "Westpark Drive Fee Prepayment"). In the event that the Westpark Drive Fee Prepayment is not received by City as of the date referenced in the notice to pay, the City may withhold all further inspections and further issuance of permits within Phase 4 until such time as the payment is received by City. In the case a Prepayment Event has occurred and West Roseville has paid the balance of the fee as set forth herein, the City shall continue to collect the Westpark Drive Off-Site Road Fee on all LDR and MDR units in Phases 3 and 4 of the Property, annually adjusted by the CCI as provided above, until all LDR and MDR units in Phase 3 and Phase 4 of the Property have paid the Westpark Drive Off-Site Road Fee, as set forth below, at which time City shall reimburse to West Roseville the prepayment amount previously paid by West Roseville, less the difference of the actual costs of construction, which reimbursement is personal to West Roseville and does not run with the Property, to successors and assigns, unless West Roseville provides written notice to City that said reimbursement has been assigned by West Roseville to a third party. In the event that, and at such time as, the funds collected for the Westpark Drive Off-Site Road Fee equal the amount of the Westpark Drive Prepayment, as adjusted by the CCI, City shall cease collecting the Westpark Drive Off-Site Road Fee. Developer's pro-rata share of the Westpark Drive Off-Site Road Fee has been calculated by establishing a fixed fee amount for LDR and MDR units in Phase 3, and spreading the remainder of the costs over 95% of the total allocated LDR and MDR
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	units in Phase 4 of the Property. If after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units with the Fourth Amendment Property will be constructed the City Manager may equitably adjust the Westpark Drive Off-Site Road Fee without amendment of this Fourth Amendment. Notwithstanding the foregoing, such adjustment shall only apply to residential units in Phase 4 and without compliance with the Mitigation Fee Act (California Government Code Section 66000, et seq.). The improvements included in the Westpark Drive Off-Site Road Fee include all costs reasonably associated with construction of Westpark Drive north of the Pleasant Grove Wastewater Treatment Plant consistent with Exhibits "E" and "I". A general description of these improvements includes: a. The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the full section of the road including slopes. b. The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost. c. The cost of grading the full width of a standard collector roadway section including turn lanes, and an 8-foot bench on both sides of the roadway (approximately 64 feet in width), plus the slopes to existing ground. d. The cost of curb, gutter, pavement, joint utilities, stripping, signage, and street lights. e. The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydro science, dated May 9, 2011 utilizing the figures in Scenario 1 in Tables 5 of the report. f. The WRSP portion of the 24-inch recycled water line. Portions of the realigned and reconstructed Westpark Drive (formerly Phillip Road) include the installation of frontage improvements adjacent to the city-wide park, including curb, gutter, sidewalk, street lights and utility services. Developer shall be entitled to a credit against the city-wide park fee for the cost of such park frontage improvements. Developer's cost obligation set forth in this Section 3.5.3.1 for Westpark Drive (and further described as Segment 5 in Exhibit "C" attached to the Fourth Amendment) shall be paid by Developer through a Westpark Drive off- site road fee (the "Westpark Drive Off-Site Road Fee") applied to all Low Density Residential ("LDR") and Medium Density Residential ("MDR") building permits in Phases 3 and 4 of the Property, and dedicated to the Westpark Drive off-site improvements described in this Section 3.5.3.1. Developer agrees to pay to City a fee of \$300.00 per LDR or MDR building permit in Phase 3 of the Property and \$321.00 per LDR or MDR building permit in Phase 4 of the Property for the Westpark Drive Off-Site Road Fee. If after the date of the Fourth Amendment there is an increase or decrease in the approved allocated number of LDR or MDR units within the Fourth Amendment Property, the foregoing fee amount for Phase 4 of the Property shall be adjusted accordingly. The Westpark Drive Off-Site Road Fee shall be adjusted annually based upon the Engineering News Record, Construction Cost Index for the United States average of 20-cities and San Francisco (CCI). Developer and 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
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	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 Fiddymont property to the intersection of Westpark Drive (the "Prepayment Event"). The foregoing notwithstanding, the obligation to prepay Developer's share of the Westpark Drive Off-Site Road Fee rests with West Roseville only and shall not be binding upon future owners of Phase 3 of the Property or run with the land for Phase 3 of the Property. Rather, the obligation of the Phase 3 property owner(s) to pay the Westpark Drive Off-Site Road Fee shall be limited to the obligation to pay the Westpark Drive Off-Site Road Fee of \$300.00 per LDR or MDR building permit, as adjusted by the CCI as provided herein, at the time of issuance of each LDR or MDR building permit. At such time as the City elects to cause construction of Westpark Drive regardless of the status of fees collected, the City shall provide West Roseville with six (6) months advance written notice of its intent to call for the outstanding balance of the fee to be paid by West Roseville. The City shall indicate in the notice the date on which the balance of the fee shall be due. During this six month period, the City shall continue to collect the Westpark Drive Off-Site Road Fee. The amount due from West Roseville for the balance of the Westpark Drive Off-Site Road Fee shall be determined by subtracting the then total amount of fees that have been paid to date by development of the Property from the total fee obligation of the Property (the "Westpark Drive Fee Prepayment"). In the event that the Westpark Drive Fee Prepayment is not received by City as of the date referenced in the notice to pay, the City may withhold all further inspections and further issuance of permits within Phase 4 of the Property until such time as the payment is received by City. In the case a Prepayment Event has occurred and West Roseville has paid the balance of the fee as set forth herein, the City shall continue to collect the Westpark Drive Off-Site Road Fee on all LDR and MDR units in Phases 3 and 4 of the Property, annually adjusted by the CCI as provided above, until all LDR and MDR units in Phase 3 and Phase 4 of the Property have paid the Westpark Drive Off-Site Road Fee, as set forth below, at which time City shall reimburse to West Roseville the prepayment amount previously paid by West Roseville, less the difference of the actual costs of construction, which reimbursement is personal to West Roseville and does not run with the Property, to successors and assigns, unless West Roseville provides written notice to City that said reimbursement has been assigned by West Roseville to a third party. In the event that, and at such time as, the funds collected for the Westpark Drive Off-Site Road Fee equal the amount of the Westpark Drive Fee Prepayment, as adjusted by the CCI, City shall cease collecting the Westpark Drive Off-Site Road Fee. Developer's pro-rata share of the Westpark Drive Off-Site Road Fee has been calculated by establishing a fixed fee amount for LDR and MDR units in Phase 3, and spreading the remainder of the costs over 95% of the total allocated LDR and MDR units in Phase 4 of the Property. If after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units within the Fourth Amendment Property will be constructed, the City Manager may equitably adjust the Westpark Drive Off-Site Road Fee without amendment of the Agreement. Notwithstanding the foregoing, such adjustment shall only apply to residential units in Phase 4 and without compliance with
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	the Mitigation Fee Act (California Government Code Section 66000, et seq.). The improvements included in the Westpark Drive Off-Site Road Fee include all costs reasonably associated with construction of Westpark Drive north of the Pleasant Grove Wastewater Treatment consistent with Exhibits "E" and "I". A general description of these improvements includes: a. The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the full section of the road including slopes. b. The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost. c. The cost of grading the full width of a standard collector roadway section including turn lanes, and an 8-foot bench on both sides of the roadway (approximately 64-feet in width), plus the slopes to existing ground. d. The cost of curb, gutter, pavement, joint utilities, striping, signage, and street lights. e. The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydro science, dated May 9, 2011utilizing the figures in Scenario 1in Tables 5 of the report. f. The WRSP portion of the 24 -inch recycled water line. Portions of the realigned and reconstructed Westpark Drive (formerly Phillip Road) include the installation of Frontage Improvements adjacent to the city-wide park, including curb, gutter, sidewalk, street lights and utility services. Developer shall be entitled to a credit against the city-wide park fee for the cost of such park Frontage Improvements.
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.3.3
Title	Blue Oaks Boulevard (Off-site) Amendment #2 – Ord. #4723 Amendment #4 – Ord. #5210 Amendment #5 – Ord. #5217
Obligation	The southerly half of Blue Oaks Boulevard from the westerly boundary line of the Fiddymment Property to the intersection of Westside Drive ("Blue Oaks Boulevard (Off-site)") shall be constructed in accordance with the Infrastructure Phasing Plan, provided that the Blue Oaks Boulevard (Off-site) improvements and the Phillip Road North improvements shall be constructed with Fiddymment Ranch's Phase 3 development or Westpark's Phase 4 development, whichever occurs first. The following Segments 1 through 4 of Blue Oaks Boulevard, as defined below and as shown in Exhibit "C" attached hereto to this Fourth Amendment, from the westerly boundary line of the 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).

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	 • 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 roadway Capital Improvement Program ("Road CIP"). Developer's pro-rata share of the cost obligation set forth in this Section 3.5.3.3 for Segments 3 and 4 (excepting the cost of 22 feet of pavement in Segments 3 and 4, the cost of which will be paid via payment of City TMF Fees) shall be paid by Developer through a Blue Oaks Boulevard off-site road fee (the "Blue Oaks Boulevard Off-Site Road Fee") applied to all LDR and MDR building permits in Phases 3 and 4 of the Property, and dedicated to Segments 3 and 4 of the Blue Oaks Boulevard off-site improvements described in this Section 3.5.3.3. Developer agrees to pay to City a fee of \$800.00 per LOR or MOR building permit in Phase 3 of the Property and \$2,127 per LOR or MOR building permit in Phase 4 of the Property for the Blue Oaks Boulevard Off-Site Road Fee. In the event that a subsequent Development Agreement amendment causes an increase or decrease in the approved allocated number of LDR or MDR units within the Fourth Amendment Property, the foregoing fee amount for Phase 4 of the Property shall be adjusted accordingly. The Blue Oaks Boulevard Off-Site Road Fee shall be adjusted annually based upon the CCI as defined in this Agreement. Developer's pro-rata share of the Blue Oaks Boulevard Off-Site Road Fee has been calculated by establishing a fixed fee amount for LDR and MDR units in Phase 3 and spreading the remainder of the costs over 95% of the total allocated LDR and MDR units in Phase 4 of the Property. If, after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units within the Fourth Amendment Property will be constructed, the City Manager may equitably adjust the Blue Oaks Boulevard Off-Site Road Fee without amendment of this Fourth Amendment. Notwithstanding the foregoing, such adjustment shall only apply to residential units within Phase 4 and without compliance with the Mitigation Fee Act (California Government Code Section 66000, et seq.). Upon demand of City, Developer shall provide to City an irrevocable offer(s) of dedication (IOD) for (1) all necessary access easements with rights to construct and the right of City assignment, and (2) rights-of-way, subject to improvement for those portions of Blue Oaks Boulevard that may be within or upon properties owned by Developer. The Blue Oaks Boulevard Off-Site Road Fee shall apply to Developer's and 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.
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	The improvements included in the Blue Oaks Boulevard Off-Site Road Fee include all costs reasonably associated with construction of the southerly one-half section of the ultimate 100-foot Blue Oaks Boulevard right-of-way, except for those portions to be funded by City TMF Fees. A general description of these includes: • The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the southern 1/2 section of the road including slopes. • The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost. • The cost of grading the southerly 1/2 of a 6-lane facility, including turn lanes, bus turnouts, half the center median, and an 22-foot bench behind the back of curb, for an approximate width of 72 feet, plus the slopes to existing ground. • The cost of 1/2 of the landscaped median and the median curb. • The cost of curb and gutter plus 18' of pavement, joint trench, stripping, signage, and street lights, plus the turn lanes and bus turnouts on the south half of the right-of-way. The portion of Blue Oaks Blvd from the westerly boundary of the Fiddymont property to the Westpark Drive intersection would be included in the CIP program. • The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydro science, dated May 9, 2011 utilizing the figures in Scenario 1 in Tables 4 and 6 of the report. • The WRSP portion of the 24-inch recycled water line. City may use the funds collected from the Blue Oaks Boulevard Off-Site Road Fee to fund the construction of the northerly three lanes of Blue Oaks Boulevard (Off-Site). City agrees that the inclusion of the costs of Segment 4 in the Blue Oaks Boulevard Off-Site Road Fee shall fully satisfy Parcel W-60's frontage obligations for Blue Oaks Boulevard, except for frontage improvements such as turn lanes, driveways, sidewalks, transition lanes and landscaping, which frontage improvements shall remain the responsibility of the developer of Parcel W-60. The cost of non-frontage lanes of Blue Oaks Boulevard adjacent to Parcel W-60 shall be reimbursed to the constructing party from the City's TMF Fund within thirty (30) days of invoice from the constructing party. The following Segments 1 through 4 of Blue Oaks Boulevard, as defined below and as shown in Exhibit "C" attached hereto to the Fourth Amendment, from the westerly boundary line of the Fiddymont Property as shown in Exhibit "B" to Exhibit "E" through the westerly side of the intersection of Westbrook Boulevard ("Blue Oaks Boulevard (Off-site)") shall be constructed by other parties: • Segment 1: Westerly side of the Hayden Parkway / Blue Oaks Boulevard intersection to the westerly property line of the Fiddymont property. (Cost allocation: 100% Fiddymont). • Segment 2: Westerly property line of the Fiddymont property to the east side of the Blue Oaks Boulevard/ Westpark Drive intersection. (Cost allocation: 100% City TMF).
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	• Segment 3: East side of the Blue Oaks Boulevard / Westpark Drive intersection to the eastern property line of the Property (Parcel W- 60). (Cost allocation: 50% Developer; 50% 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 3 and 4 (excepting the cost of 22 feet of pavement in Segments 3 and 4, the cost of which will be paid via payment of City TMF Fees) shall be paid by Developer through a Blue Oaks Boulevard off-site road fee (the "Blue Oaks Boulevard Off-Site Road Fee") applied to all LDR and MDR building permits in Phases 3 and 4 of the Property, and dedicated to Segments 3 and 4 of the Blue Oaks Boulevard off-site improvements described in this Section 3.5.3.3. Developer agrees to pay to City a fee of \$800.00 per LDR or MOR building permit in Phase 3 of the Property and \$1,871.00 per LDR or MDR building permit in Phase 4 of the Property for the Blue Oaks Boulevard Off-Site Road Fee. In the event that a subsequent Development Agreement amendment causes an increase or decrease in the approved allocated number of LDR or MDR units within the Fourth Amendment Property, the foregoing fee amount for Phase 4 of the Property shall be adjusted accordingly. The Blue Oaks Boulevard Off-Site Road Fee shall be adjusted annually based upon the CCI as defined in this Agreement. Developer's pro-rata share of the Blue Oaks Boulevard Off-Site Road Fee has been calculated by establishing a fixed fee amount for LDR and MDR units in Phase, 3 and spreading the remainder of the costs over 95% of the total allocated LDR and MDR units in Phase 4 of the Property. If after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units within the Fourth Amendment Property will be constructed, the City Manager may equitably adjust the Blue Oaks Boulevard Off-Site Road Fee without amendment of the Agreement. Notwithstanding the foregoing, such adjustment shall only apply to residential units within Phase 4 and without compliance with the Mitigation Fee Act (California Government Code section 66000, et seq.). Upon demand of City, Developer shall provide to City an irrevocable offer(s) of dedication (IOD) for (1) all necessary access easements with rights to construct and the right of City assignment, and (2) rights-of-way, subject to improvement for those portions of Blue Oaks Boulevard that may be within or upon properties owned by Developer. The Blue Oaks Boulevard Off-Site Road Fee shall apply to Developer's and Fiddymment's allocated costs for Segments 3 and 4 of Blue Oaks Boulevard (Off-site) set forth in this Section 3.5.3.3., and in Sections 3.8.3 and 3.9 and shall fully satisfy the obligations of Developer and Fiddymment to fund off-site portions of Blue Oaks Boulevard, off-site water and off-site recycled water facilities contained therein. The improvements included in the Blue Oaks Boulevard Off-Site Road Fee include all costs reasonably associated with construction of the southerly one-half section of the ultimate 100 foot Blue Oaks Boulevard right-of-way, except for those portions to be funded by City TMF Fees. A general description of these includes:
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	• The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the southern 1h section of the road including slopes. • The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost. • The cost of grading the southerly 1h of a 6-lane facility, including turn lanes, bus turn-outs, half the center median, and an 22-foot bench behind the back of curb, for an approximate width of 72-feet, plus the slopes to existing ground. • The cost of 1h of the landscaped median and the median curb. • The cost of curb and gutter plus 18' of pavement, joint trench, striping, signage, and street lights, plus the turn lanes and bus turnouts on the south half of the right of way. The portion of Blue Oaks Blvd. from the westerly boundary of the 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, 2011utilizing the figures in Scenario 1in Tables 4 and 6 of the report. • The WRSP portion of the 24-inch recycled water line. City may use the funds collected from the Blue Oaks Boulevard Off-Site Road Fee to fund the construction of the northerly three lanes of Blue Oaks Boulevard (Off-Site). City agrees that the inclusion of the costs of Segment 4 in the Blue Oaks Boulevard Off-Site Road Fee shall fully satisfy Parcel W-60's frontage obligations for Blue Oaks Boulevard, except for Frontage Improvements such as turn lanes, driveways, sidewalks, transition lanes and landscaping, which frontage improvements shall remain the responsibility of the developer of Parcel W-60. The cost of non-frontage lanes of Blue Oaks Boulevard adjacent to Parcel W-60 shall be reimbursed to the constructing party from the City's TMF Fund within thirty (30) days of invoice from the constructing party.
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.3.4
Title	Westside Drive Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	Westside Drive shall be dedicated as an irrevocable offer of dedication (IOD) on the Large Lot Final Map for Phases 3 & 4. Westside Drive shall be constructed to its ultimate 6-lane roadway width, including median landscaping, travel lanes, bike lanes, curb, gutter, sidewalks, joint utilities and landscape corridors. Developer shall also construct the underground conduits supporting the future installation of four (4) traffic signals. The four signal locations shall be at the intersections at each end of Westside Drive (Blue Oaks Blvd and Pleasant Grove Blvd.) and at the intersection entrances to W-17a and W-18a. City shall reimburse Developer for the additional interior two lanes, and traffic signal conduits ("Eligible Improvements") constructed in Phase 3 for Westside Drive. City shall reimburse Developer based on actual costs and the City and Developer shall enter into a Reimbursement Agreement prior to the approval of the

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	improvement plans for the Eligible Improvements. The Eligible Improvements in Phase 4 shall be reimbursed in the form of Fee Credits against the City's current Traffic Mitigation Fee. Developer and City agree to meet prior to September 1, 2009 in which Developer shall provide a proposal for the Eligible Improvement costs attributable to Westside Drive in Phase 4. City and Developer shall use reasonably commercial best efforts to reach agreement prior to December 31, 2009 on the Fee Credit amount for the Phase 4 Westside Drive Eligible Improvements. Developer, or Assignee, shall immediately be eligible to utilize said Fee Credits at Building Permit issuance and upon City's consent to the Fee Credit. Westbrook Boulevard shall be dedicated as an irrevocable offer of dedication (IOD) on the Large Lot Final Map for Phases 3 & 4. Westbrook Boulevard will ultimately be constructed as a 6-lane arterial. Developer shall construct the initial 4-lanes, including median landscaping, travel lanes, bike lanes, curb, gutter, sidewalks, joint utilities and landscape corridors. The remaining 2 lanes shall be constructed by City and funded through the citywide traffic mitigation fee program. Developer shall also construct the underground conduits supporting the future installation of five (5) traffic signals. The five signal locations shall be at the intersections at each end of Westbrook Boulevard (Blue Oaks Blvd. and Pleasant Grove Blvd.), at the northern intersection entrances to W-13 and W-15, and at the intersection entrances to W-17a and W-9a. City shall reimburse Developer for the additional roadway section constructed by Developer beyond eighteen feet (18') from the gutter, and traffic signal conduits ("Eligible Improvements") constructed in Phase 3 for Westbrook Boulevard. City shall reimburse Developer based on actual costs and the City and Developer shall enter into a Reimbursement Agreement prior to the approval of the improvement plans for the Eligible Improvements. The Eligible Improvements in Phase 4 shall be reimbursed in the form of Fee Credits against the City's current Traffic Mitigation Fee. City and Developer shall use reasonable commercial best efforts to reach agreement prior to December 31, 2011 on the Fee Credit amount for the Phase 4 Westbrook Boulevard Eligible Improvements. Developer, or Assignee, shall immediately be eligible to utilize said Fee Credits at Building Permit issuance and upon City's consent to the Fee Credit. Westbrook Boulevard shall be dedicated to City as an irrevocable offer of dedication (IOD) on the Large Lot Final Maps for Phases 3 and 4 of the Property. Westbrook Boulevard will ultimately be constructed as a 6-lane arterial. Developer shall construct the Frontage Improvements, as defined in Section 3.5.1 of the Agreement. In addition, Developer shall construct an additional travel lane adjacent to the Frontage improvements on each side of the roadway for a total of 29 feet of pavement. The remaining 2 lanes shall be constructed by the City and funded through the citywide traffic mitigation fee program. Developer shall also construct the underground conduits supporting the future installation of five (5) traffic signals in the locations set forth on Exhibit "K" to the Agreement. City shall reimburse Developer, based on actual costs to construct, for those improvements constructed beyond the Frontage Improvements, excluding turn lanes and bus turnouts ("Eligible Improvements") constructed in Phases 3 and 4 for Westbrook Boulevard. City shall reimburse Developer in the form of Fee Credits against the City's current Traffic Mitigation Fee."
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.4
Title	Timing and Dedication and Construction of Road Improvements
Obligation	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

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	that portion or phase of the Property for the improvements described in this Agreement.
	3.5.4.2 Prior to the recordation of a small lot residential subdivision map for the Property, Developer shall provide adequate assurances to City , either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets, including those within the Village Center.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Developer shall comply with the City's development standards for public streets in effect as of the effective date of this Agreement. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/or adjacent to the Property, Developer shall establish the applicable landscape setbacks provided therefor by the Specific Plan and/or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, sound walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels and those areas specifically identified within the Village Center. Such setbacks shall not be included within rights-of-way adjacent to non-residential uses as set forth in the Specific Plan.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	3.5.6.1 Separated Sidewalks. Developer shall ensure that all residential property improved with separated sidewalks shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of parkway strip landscaping and street trees located between the separated sidewalk and curb. Separated sidewalks shall be designed to a standard of five feet (5') of landscaping measured from back of curb followed by four feet (4') of sidewalk.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Developer shall be responsible for the construction of traffic signals as described in the Phasing Plan. Developer shall be entitled to credits toward the City's traffic mitigation fee for the design and construction of any public leg of a traffic signal and/or signals warranted by City. Said credits shall be shared equally throughout the Property on a per-dwelling unit equivalent ("DUE") basis. Developer shall not be entitled to any reimbursements or traffic mitigation fee credits for portions of a traffic signal that service

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	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 overpayment is exhausted. Developer acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Developer and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Developer agrees to pay the fee rate then currently charged to the North Industrial Plan Area. To the extent that the Traffic Mitigation Fee adopted for the WRSP is higher than that charged in the North Industrial Plan Area, Developer shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the WRSP. To the extent that the Traffic Mitigation Fee adopted for the WRSP is lower than that charged in the North Industrial Plan Area, Developer shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the over payment is exhausted. The portion of Blue Oaks Boulevard identified as Segment 2 on Exhibit "C" attached to this Fourth Amendment shall be constructed as part of the City's Capital Improvement Program. Funding for Segment 2 shall come from Traffic Mitigation Fees. To provide assurance that adequate funds from Traffic Mitigation Fees are available to fund construction of Segment 2, fifty percent (50%) of Traffic Mitigation Fees collected from Phases 3 and 4 of the Property shall be set aside by City for the purpose of funding the construction of Segment 2, until such time as Segment 2 is constructed and fully funded.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Developer agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Developer hereby consents to and waives any objection to such inclusion.

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	Developer agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Developer shall pay the fee applicable to the North Industrial Plan Area ("Interim Highway 65 JPA Fee") in the amounts and at the times specified by the Highway 65 JPA Fee program. If Developer pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis. Nothing in this Section shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Developer to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Developer agrees that the Property shall be subject to and pay the South Placer Regional Traffic Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Developer hereby consents to such inclusion Developer agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the North Industrial Plan Area shall apply to the Property and Developer shall pay such fees ("Interim SPRTA FEE") in the amounts and at the times specified by the SPRTA Fee program. If Developer pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis. Nothing in this Section shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Developer to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.12
Title	Age Restricted Units- Traffic Fees
Obligation	For any portion of the Project developed for and limited as an age-restricted community, the Traffic Mitigation Fee for such portion shall reflect the lower traffic generation rates attributable to such age restricted communities.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.13
Title	Access to Existing Residences within the MOU Area
Obligation	Together with Fiddymont, Developer shall maintain accesses to existing residences within the MOU area. All accesses shall be maintained during construction.
Department	Engineering Division and Public Works Department

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Status	Ongoing Obligation
Section	3.5.14
Title	Light Rail Funding
Obligation	Developer consents to and agrees that any then-undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a city-wide funding mechanism for the extension and operation costs of light rail into the City of Roseville at such time as a light rail project and associated funding mechanism are approved.
Department	Alternative Transportation Department
Status	A light rail funding program has not yet been established by the City
Section	3.5.15
Title	Watt Avenue Extension and Improvement Fee
Obligation	Developer consents to and agrees that any then-undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a city- wide funding mechanism for the extension and improvement of Watt Avenue at such time as a Watt Avenue extension or improvement and associated funding mechanism may be approved.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.17
Title	City-County Fee
Obligation	Developer acknowledges that City and Placer County are considering adoption of a funding mechanism for improving certain roads in the vicinity of the WRSP, including Baseline Road, Walerga Road and Fiddymont Road. Developer consents and agrees that the Property shall participate, to the extent of its fair share, in a city-wide funding mechanism for such road improvement.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.18
Title	Park and Ride Lots Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	Twenty-five (25) and twenty (20) park and ride spaces shall be provided on Parcels W-60 and W-63. Twenty-five (25) park and ride spaces shall be provided on Parcel W-60. Twenty-five (25) park and ride spaces shall be provided on Parcel W-30. Such park and ride spaces shall be included in addition to the parking required for the applicable underlying land use by City's Zoning Code. If constructed by Developer, Developer shall install the park and ride spaces at the time of development of the parcel on which the park and ride lot is located. Park and ride lots shall allow for parking daily between the hours of 5:00 am and 10:00 pm.
Department	Alternative Transportation and Engineering Division
Status	Ongoing obligation
Section	3.5.20
Title	Fee Credits/Reimbursement for Construction of CIP Improvements
Obligation	Developer shall be entitled to credits against or reimbursement from City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program ("Roadway CIP") and identified in this Agreement.
Department	Public Works Department
Status	Ongoing Obligation
Section	3.5.21
Title	Sun City Traffic Improvements

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Obligation	In the event that City's Public Works Director determines that the traffic volume on Del Webb Boulevard has become worse than level of service (LOS) B, then City will meet with the Sun City Homeowners Association to discuss potential operational improvements for use in the event that the traffic volume degrades to worse than LOS C. Payment of the sum required under Section 3.25 shall satisfy any and all obligations of Developer under this Section.
Department	Public Works Department
Status	Ongoing Obligation
Section	3.5.23
Title	Traffic Benefit Fee Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	Any residential units approved beyond the original unit cap of 4,260 shall be subject to the City's Traffic Benefit Fee of \$5,000 per unit. This fee shall be applied to the additional units within the WestPark portion of the West Roseville Specific Plan. City acknowledges that Developer may not construct all additional units approved; Developer shall pay fees only for final mapped units recorded on a cumulative basis above 4,260 units in accordance with the following: The Traffic Benefit Fee shall be paid to City following approval of the Small Lot Tentative Map for any Tentative Map approval within Phase 4, in which said approval results in the total number of approved units exceeding 4,260, or a previously approved unit count exceeding 4,260. City shall request a lump sum payment from Developer for the number of units approved exceeding 4,260 or a prior amount approved which exceeds 4,260. Developer shall submit payment within thirty (30) days of said request." Developer and City shall use their best efforts to cause to be formed a new Community Facilities District (the "CFD for Traffic Improvements") for purposes of providing the City with additional funding for regional traffic improvements from additional residential units approved by the City for the Westpark portion of the Property, including amendments to the WRSP previously approved by City prior to this Third Amendment. The CFD for Traffic Improvements bond authorization shall be sized such that the City yields \$930,000 from bond sale proceeds. Developer and City shall use their best efforts in processing the necessary documents to form the CFD for Traffic Improvements prior to the recording of the first small lot final map within either Phase 3 or Phase 4 of the Property. The CFD for Traffic improvements formation documents shall provide for, among other things, the bond sale to occur no sooner than the fiscal year following the retirement of the bond debt and any remaining pay-as-you-go obligation associated with the Westpark CFD No. 1 financing district. The assessment shall be levied on all residential units within Phases 3 and 4 of the Property, commencing in the fiscal year following the retirement of the bond debt and any remaining pay-as-you-go obligations associated with the Westpark CFD No. 1 financing district. In consideration of amendments to the WRSP for Phases 3 and 4 of the Property that have increased the total allowed residential units for the Property, the City and Developer agree to provide additional funding from pay-as-you-go revenues generated from the collection of special taxes in the Westpark CFD No. 1 for authorized roadway facilities identified in the Westpark CFD No. 1. The pay-as-you-go proceeds are intended to provide a funding source for authorized facilities identified in the Westpark

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	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 311 2014, Developer agrees to pay to City a reimbursement of \$126,500.00 for removal of 14.32 acres from the 1,000 foot non-residential Pleasant Grove Wastewater Development Rights Easement. If the reimbursement payment provided for in this Section 3.5.25 is not timely paid to City, City may suspend issuance or granting of any City-issued permits until full payment as provided for herein is made.						
Department	Parks Department and Economic Development Department						
Status	Ongoing obligation						
Section	3.6						
Title	Sewer Facilities						
Obligation	Developer shall construct on-site and off-site sewer facilities as described in this Section						

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	and the Phasing Plan. Developer shall, subject to the provisions of Section 2.8 of this Agreement, be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Developer with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein and as shown on Exhibit "P", Developer shall have no obligations to install or pay for the installation of any off-site treatment or transmission facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Developer shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Timing and sizing for the construction of such facilities shall be consistent with the Infrastructure Phasing & Reimbursement Schedule. Where wastewater conveyance facilities are to be located within roadways, such facilities shall be installed concurrent with the construction of the corresponding road improvements, if not earlier. All weather maintenance access roads shall be provided to sewer improvements that are not located within roadways. A maintenance road shall be provided by Developer under the Blue Oaks bridge and along the south side of Pleasant Grove Creek to accommodate Wastewater Treatment Plant service vehicles.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Developer shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.3
Title	Access to Manholes
Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Developer shall maintain access for City sewer maintenance vehicles to all existing manholes in the Specific Plan. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Developer are not located within road rights-of-way, as and when Developer installs such wastewater improvements, Developer shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.

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Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.6.5
Title	Access to Pleasant Grove Wastewater Treatment Plant
Obligation	Developer shall maintain continuous and uninterrupted access to the Treatment Plant during the Project, including during the construction called for in this Section 3.6.5. Access to the southeast gate of the Treatment Plant shall be available from Phillip Road. In Phase 1, Developer shall construct a tee intersection at the entrance to the Treatment Plant on Phillip Road. Access to the northwest gate of the Treatment Plant property shall be available from existing Phillip Road. Continuous and uninterrupted access shall be available from the Treatment Plant to the effluent junction structure and to the outfall structure.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.6.6
Title	Oversizing of Wastewater Facilities - Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties whose property is benefited by Developer's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. The timing for the payment of any such reimbursement shall be paid upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first small lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.2
Title	Financing of Water Supply
Obligation	Developer shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to then existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.3
Title	Contribution of Water Meter Retrofit Program
Obligation	In furtherance of its water conservation program, City has implemented a Water Meter Retrofit Program. To participate in the Water Meter Retrofit Program and to provide a benefit to the City and existing City residents, Developer shall pay to City, at the time of building permit, the sum of \$115.00 per dwelling unit equivalent (DUE) inflated annually based upon the Engineering News Record, Construction Cost Index for the United States average of the 20-cities and San Francisco (CCI). Should such index no longer exist, the Director of Environmental Utilities shall choose a similar index which in his/her opinion fairly estimates the inflation factor applicable to construction.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.5
Title	Groundwater Wells Amendment #6 – Ord. #5441

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

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Title	Water Conservation Measures Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	Developer and its successors shall implement a water conservation program. The program shall include compliance with the City's Water Efficient Landscape Ordinance. Such water conservation measures shall be disclosed to each purchaser of real property within the Property. Developer of Phase 3 of the Property and its successors shall implement a Water Conservation Plan to this Agreement (the "Phase 3 Water Conservation Plan"). The Phase 3 Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within Phase 3 and measures to ensure a water conservation objective of a reduction in water use by 18.4% over current land use characteristics in Phase 3 of the Property are achieved in perpetuity, and shall be approved at the discretion of the Environmental Utilities Director prior to issuance of the first building permit in Phase 3. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Phase 3 Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement. Water conserved by Developer in Phase 3 of the Property pursuant to measures implemented under the Phase 3 Water Conservation Plan, including measures specified in this Section 3.7.6, and as verified by the City through its review of achievement of water conservation goals, shall be allocated by City for use by Developer in Phases 3 and/ or Phase 4 of the Property owned by Developer in the WRSP. Developer of Phase 3 of the Property and its successors shall implement a Water Conservation Plan included as Exhibit "LL" to this Agreement (the "Phase 3 Water Conservation Plan"). Developer of Phase 4 of the Property and its successors shall implement a Water Conservation Plan, included as Exhibit "MM" to this Agreement (the "Phase 4 Water Conservation Plan"). The Phase 3 Water Conservation Plan and the Phase 4 Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance ("WELO") and outline all water conservation measures being implemented within Phase 3 and Phase 4, respectively, and measures to ensure a water conservation objective of a reduction in water use by 18.4% over current land use characteristics in Phase 3 and 13.7% in Phase 4 of the Property are achieved in perpetuity, and shall be approved at the discretion of the Environmental Utilities Director prior to issuance of the first building permit in Phase 3 or Phase 4, as the case may be. Such water conservation measures shall include compliance with the WELO, and shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations. Such water conservation measures shall be disclosed to each purchaser of real property within the Property. Modifications to the Phase 3 Water Conservation Plan or the Phase 4 Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement. Water conserved by Developer in Phase 3 of the Property pursuant to measures implemented under the Phase 3 Water Conservation Plan, including measures specified in this Section 3.7.6, and as verified by the City through its review of achievement of water conservation goals, shall be allocated by City for use by Developer in Phase 3 of the Property owned by Developer in the WRSP.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.7

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Title	Instant Hot Water Feature
Obligation	Every residential unit within the Project, shall include a recirculating hot water system or similar technology to provide instantaneous hot water at each hot water faucet.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.8
Title	Periodic Confirmation of Water Conservation Goal for Phase 3 of the Property Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	The City has determined, and the Developer agrees, that the available water supply is sufficient to serve Phase 3 of the Property. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of Phase 3 of the Property. The demand for water at build-out of Phase 3 of the Property was determined by reference to the City's current information on water usage for the various land uses included and permitted within the City and the proposed land uses within Phase 3 of the Property and by reference to the Developer's Phase 3 Water Conservation Plan which includes a reduction in water use by 18.4% over current use characteristics. The sources for water evaluated for the Project (including Phase 3 of the Property) are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied that the demand and source assumptions relied upon to assure water for the Project (including Phase 3 of the Property) are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions used within Phase 3 of the Property and used within the Phase 3 Water Conservation Plan as described in Section 3.7.6. Validation of water supplies for the Project is described within Section 5.3 below. At the time after the completion of 50% of the dwelling units in Phase 3 of the Property, and then no more frequently than annually thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for Phase 3 of the Property. Water conserved by Developer pursuant to measures implemented under Section 3.7.6 of this Agreement shall be factored into the review provided hereunder to the benefit of Developer. If the City determines that the actual demand differ materially from the assumptions in the Water Conservation Plan for Phase 3 of the Property, and that the difference(s) will negatively affect the City's ability to provide water for Phase 3 of the Property, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Property's Phase 3 demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 18.4% over current potable water usage as set forth herein, and the then built portion of Phase 3 of the Property has met its 18.4% objective set forth in this Section 3.7.8, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 18.4% objective set forth in this Section 3.7.8. Development and implementation of such measures on the unbuilt units in Phase 3 of the Property shall be at Developer's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, Phase 3 of the Property shall not under any circumstances be deemed out of compliance with its Phase 3 Water Conservation Plan water conservation objective as set forth herein.

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	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 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.
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Development Agreement Implementation Matrix**

Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.1
Title	Water Study
Obligation	Developer has prepared a Water Study for its on-site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing & Reimbursement Schedule.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.2
Title	On-Site Water Facilities
Obligation	Developer shall construct on-site water system facilities as described in the Phasing Plan. All such facilities to be constructed by Developer, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards and subject to City plan review, construction inspection and final approval. Developer shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Developer will not be responsible for the construction of potable water reservoirs and pump station except through the payment of City water connection fee and special benefit fees as may be applicable or otherwise described herein.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.3
Title	Off-Site Water Facilities
Obligation	Developer shall construct off-site water system facilities as further described in the Phasing Plan. All such facilities shall be subject to City plan review, mapping, construction inspection and final approval, and Developer's payment of City's then current costs or fees therefor.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.4
Title	Oversizing of Water Facilities – Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties whose property is benefited by Developer's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.4 and Section 4.2 of this Agreement. The timing for the payment of any such reimbursement shall be paid upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first small lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.5
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan concurrently with the construction of the road improvements described in Section 3.5 of this Agreement. Extensions into the neighborhoods will be completed with development

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	of each neighborhood. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.6
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Developer are not located within road rights-of-way, as and when Developer installs such water facilities, Developer shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.7
Title	Water Softeners
Obligation	As part of its development of the Project, Developer and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.8
Title	Disclosure to Buyers
Obligation	Developer shall disclose to all residential and non-residential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities. As further disclosure Developer shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.8.10
Title	Coordination with Construction by PCWA
Obligation	PCWA has expressed interest in coordinating with City and Developer on the future construction of water facilities by PCWA or others of water conveyance facilities (including, but not limited to, a large diameter water line) within the Fiddymment Road right-of-way. In order to facilitate such cooperation with PCWA, Developer shall, prior to the commencement of improvement plan design to Fiddymment Road, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination with PCWA can be accomplished without cost and/or delay to Developer in the development of the Project, Developer and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Developer shall construct recycled water system facilities as provided in this Section, the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and

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	non-residential landscaping uses. Developer shall construct and dedicate upon completion thereof, a recycled water line system. Developer has the right to construct recycled water tanks, off-site Phillip Road and off-site Blue Oaks Boulevard on City property as required for the Project. If additional property in excess of the 5 acres is necessary for said improvements, Developer shall pay to City the then current fair market value for the additional property. All recycled water system facilities including storage tank, pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.2
Title	Oversizing of Recycled Water Facilities - Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties whose property is benefited by Developer's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. The timing for the payment of any such reimbursement shall be paid upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first small lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.4
Title	Recycled Water Use Disclosure to Buyers
Obligation	Developer shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos and other landscape areas including all multi- family and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for the Property.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.10
Title	Drainage Facilities
Obligation	Developer shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the City's Improvement Standards, Stormwater Management Program, the Placer County Storm Water Management Manual (for detention facilities) and the 404 Permit O&M Plan (for open space preserves). In general, drainage facilities shall be constructed concurrent with roadway improvements. Prior to approval of any improvement plans for the construction of storm drain facilities, a master drainage plan shall be prepared and approved by the City Engineer for each shed area. Developer shall provide drainage improvements as provided in this Section and the Phasing Plan.
Department	Engineering
Status	Ongoing Obligation

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Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Developer shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the U.S. Army Corps of Engineers and the California Department of Fish and Game. Developer shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Developer shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing Obligation
Section	3.10.2
Title	Storm Drains
Obligation	Developer shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and with the City's then current improvement standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Developer may use "cast in place" pipe for storm drains which are 24" in diameter or larger. Storm drainage system designs shall include applicable Best Management Practices with the goal of reducing pollutants from entering receiving waters in accordance with the City's Stormwater Management Program.
Department	Engineering
Status	Ongoing Obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where drainage facilities to be owned and maintained by City are to be constructed by Developer and are not located within road rights-of-way, as and when Developer installs such drainage improvements, Developer shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.11.1
Title	Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways, Developer agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director. Developer shall construct or finance construction of on-site 12kV electric distribution facilities in accordance with final on-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Final on-site electric utility improvements including streetlights, will be designed upon receipt of approval and adopted improvement plans for the applicable Specific Plan roadways.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.1.1

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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 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

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	as defined the State of California in Title 24 of the Code of California Regulations, and an Energy Efficiency Ratio (EER) of 12 or greater. Commercial air conditioning units of 5 tons or less (<65,000 Btu/h) shall meet the Consortium for Energy Efficiency (CEE) Tier II specifications. The SEER rating will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. All two-story homes shall have a zoned HVAC system with two units and two thermostats or one unit and two thermostats that will control the upstairs and downstairs independently. These requirements may be utilized in the overall energy compliance calculations required for the issuance of a building permit for a residential unit.
Department	Building Division
Status	Ongoing obligation
Section	3.12
Title	Parks and Open Space Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 Amendment #8 – Ord. #5871
Obligation	Developer shall dedicate to City certain active park land (55.9 acres) and open space lands (357.8 acres), pay fees for construction of park improvements, paseo improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Developer shall dedicate to City certain active park land (54.6 acres) and open space lands (258.5 acres), pay fees for construction of park improvements, paseo improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Developer shall dedicate to City certain active park land (55.47 acres) and open space lands (359.15 acres), pay fees for construction of park improvements, paseo improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Developer shall dedicate to City certain active park land (49.17 acres) and open space lands (359.15 acres), pay fees for construction of park improvements, paseo improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan as shown in Exhibit "DD". Developer shall dedicate to City certain active park land (49.17 acres) and open space lands (359.15 acres), pay fees for construction of park improvements, paseo improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation (Alt Trans)
Section	3.12.1
Title	Park and Open Space Dedications Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 Amendment #8 – Ord. #5871
Obligation	Developer shall dedicate to City a total of 55.9 acres of parkland, 8.4 acres open space

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	paseo and 349.4 acres of open space. The following six (6) park parcels, five (5) open space paseo parcels, and three (3) open space parcels shall be dedicated to City as described below: 1. A 14.1 acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50; 2. A 12.1 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-51; 3. A 7.9 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-52; 4. A 9.6 acre, more or less, portion of the Property for the purpose of a public park in the Village Center, as shown as Parcel W-53; 5. A 4.0 acre, more or less, portion of the Property for the purpose of a public park (known as the Village Green) in the Village Center, as shown as Parcel W-54; 6. A 8.2 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-55; 7. A 0.9 acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-84; 8. A 1.1 acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-85; 9. A 2.6 acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-87; 10. A 1.5 acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-88; 11. A 2.3 acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-89. 12. A 267.0 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel W-81; 13. A 5.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of flood plain, wetland habitat and open space, shown as Parcel W-82; and 14. A 77.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of flood plain, wetland habitat and open space, shown as Parcel W-83. Upon request of City, Developer shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded.
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	Developer shall dedicate to City a total of 54.6 acres of parkland, 8.0 acres open space paseo and 350.5 acres of open space. The following six (6) park parcels, four (4) open space paseo parcels, and three (3) open space parcels shall be dedicated to City as described below: 1. A 20.2 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50; 2. A 4.7 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-51; 3. A 7.9-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-52; 4. A 9.6-acre, more or less, portion of the Property for the purpose of a public park in the Village Center, as shown as Parcel W-53; 5. A 4.0-acre, more or less, portion of the Property for the purpose of a public park (known as the Village Green) in the Village Center, as shown as Parcel W-54; 6. A 8.2-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-55; 7. A 1.1-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-85; 8. A 3.1-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-87; 9. A 1.5-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-88; 10. A 2.3-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-89. 11. A 267.0-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel W-81; 12. A 5.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of flood plain, wetland habitat and open space, shown as Parcel W-82; and 13. A 78.3-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of flood plain, wetland habitat and open space, shown as Parcel W-83. Upon request of City, Developer shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. To mitigate the shortage of 1.2 park acres resulting from the land plan changes associated with this Second Amendment of the Development Agreement (DA 000022),
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	Parcels W-50 and W-51 shall be rough graded by Developer at its expense prior to acceptance by the City. Rough grading shall be comprised of contour grading to drain, with a tolerance of +/- 0.50 feet, per a City approved rough grading plan. Developer shall dedicate to City a total of 55.47 acres of parkland, 8.0 acres of open space paseo and 351.15 acres of open space. The following six (6) park parcels, four (4) open space paseo parcels, and three (3) open space parcels shall be dedicated to City as described below: 1. A 20.14 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50; 2. A 4.70 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-51; 3. A 7.99 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-52; 4. A 10.67 acre, more or less, portion of the Property for the purpose of a public park in the Village Center, as shown as Parcel W-53; 5. A 3.58 acre, more or less, portion of the Property for the purpose of a public park (known as the Village Green) in the Village Center, as shown as Parcel W-54; 6. A 8.39 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-55; 7. A 1.1acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-85; 8. A 3.1acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-87; 9. A 1.5 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-88; 10. A 2.3 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-89; 11. A 267.65 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-81; 12. A 5.2 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-82; and 13. A 78.3 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-83. Upon request of City, Developer shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded."
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	Parcels W-50 and W-51 shall be rough graded by Developer at its expense prior to acceptance by City. Rough grading shall be comprised of contour grading to drain, with a tolerance of +/- 0.50 feet, per a City approved rough grading plan. Developer shall dedicate to City a total of 47.94 acres of parkland, 8.0 acres of open space paseo and 350.84 acres of open space. The following ten (10) park parcels, four (4) open space paseo parcels, and three (3) open space parcels shall be dedicated to City as described below and shown in Exhibit "DD": 1. A 6.52 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50a; 2. A 1.92 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50b; 3. A 1.21 net acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel W-50c; 4. A 1.23 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50d; 5. A 3.11 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50e; 6. A 4.74 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-51; 7. A 7.99 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-52; 8. A 8.98 acre, more or less, portion of the Property for the purpose of a public park in the Village Center, as shown as Parcel W-53; 9. A 3.85 acre, more or less, portion of the Property for the purpose of a public park (known as the Village Green) in the Village Center, as shown as Parcel W-54; 10. A 8.39 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-55; 11. A 1.1 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-85; 12. A 2.9 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-87; 13. A 1.5 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-88; 14. A 2.23 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-89; 15. A 267.47 acre, more or less, portion of the Property for the purpose of drainage,
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	flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-81; 16. A 5.2 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-82; and 17. A 78.2 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-83. Upon request of City, Developer shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. In recognition of Developer's dedication of Parcel W-30 to City, after Developer's changing the land use and zoning designation of such Parcel W-30 from Light Industrial to Community Commercial, allowing City to own a 13.7± acre Community Commercial property at the intersection of Blue Oaks Boulevard and Westbrook Boulevard, the 5.1± acre City-owned portion of APN 017-101-017 designated for park use shall be counted as part of Developer's neighborhood park acreage dedication requirement in Developer's portion of the WRSP." Parcels W-50a, W-50b, W-50c, W-50d, W-50e, and W-51 shall be rough-graded by Developer at its expense prior to acceptance by City. Rough grading shall be comprised of contour grading to drain, with a tolerance of +/- 0.50 feet, per a City-approved rough grading plan. <u>Amendment #8</u> Developer shall dedicate to City a total of 47.80 acres of parkland, 8.0 acres of open space paseo and 350.84 acres of open space. The following ten (10) park parcels, four (4) open 'space paseo parcels, and three (3) open space parcels shall be dedicated to City as described below and shown in Exhibit "DD": 1. A 6.52 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50a; 2. A 1.92 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50b; 3. A 1.21net acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel W-50c; 4. A 1.23 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50d; 5. A 3.11 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50e; 6. A 4.74 acre, more or less, portion of the Property for the purpose of a public park, as
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	shown as Parcel W-51; 7. A 7.99 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-52; 8. A 8.98 acre, more or less, portion of the Property for the purpose of a public park in the Village Center , as shown as Parcel W-53; 9. A 3.71 acre, more or less, portion of the Property for the purpose of a public park (known as the Village Green) in the Village Center, as shown as Parcel W-54; 10. A 8.39 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-55; 11. A 1.1 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-85; 12. A 2.9 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-87; 13. A 1.5 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-88; 14. A 2.23 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-89; 15. A 267.47 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-81; 16. A 5.2 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-82; and 17. A 78.2 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-83. Upon request of City, Developer shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. In recognition of Developer's dedication of Parcel W-30 to City, after Developer's changing the land use and zoning designation of such Parcel W-30 from Light Industrial to Community Commercial, allowing City to own a 13.7± acre Community Commercial property at the intersection of Blue Oaks Boulevard and Westbrook Boulevard, the 5.1±, acre City-owned portion of APN 017-101-017 designated for park use shall be counted as part of Developer's neighborhood park acreage dedication requirement in Developer's portion of the WRSP. Parcels W-50a, W-50b, W-50c, W-50d, W-50e, W-51and W-54 shall be rough graded by Developer at its expense prior to acceptance by City. Rough grading shall be comprised of contour grading to drain, with a tolerance of +/- 0.50 feet, per a City-approved rough grading plan.
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Department	Parks Department
Status	Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Developer of the city-wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan ("Parks Financing Plan"). In the event that areas to the south, west or north of the WRSP are approved for development, City shall take all reasonable measures within its authority to subject such areas to fees or assessments reflecting the extent to which such development is served by WRSP park facilities.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee Amendment #8 – Ord. #5871
Obligation	Upon the issuance of each residential building permit within the Project, Developer shall pay a neighborhood park fee to fund neighborhood park construction. Such neighborhood park fee shall be \$2,156 per single-family residential unit; \$1,528 per Low Density Active Adult (i.e., Age-Restricted) unit; and \$1,528 per multi-family residential unit, subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). The Neighborhood Park Fee, as calculated herein, is figured on 95% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the WRSP. The 5% reduction in units shall protect the City in the event that Developer under builds the number of units assigned to large lot parcels as a result of Density Transfers (consistent with Section 2.3). City may conduct an annual re-assessment of park fees adjust fee upward if underutilization of entitled dwelling units exceeds the initial 5%. At the end of a development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, according to the park financing plan for the WRSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion the last neighborhood park for the WRSP, refund to Developer any remainder fees. Upon the issuance of the first residential building permit on either Parcel W-28 or Parcel W-29, Developer shall pay in a lump sum payment the total Neighborhood Park Fee of \$2,897 per single-family residential unit for all the single-family residential units to be built in Parcels W-28 and W-29, subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department and Building Division
Status	Ongoing obligation
Section	3.12.3.1

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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 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

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Section	3.12.4.3
Title	Timing of Village Green Park Construction Amendment #8 – Ord. #5871
Obligation	City desires to commence construction of the improvements on Village Green Park Parcel W-54 at the earliest opportunity. Construction of this park facility is dependent upon the collection of various park fees as noted in Sections 3.12.3, 3.12.4, and 3.12.4.2 above. To ensure that funds will be available for park construction, City agrees to provide Developer with a written notice of City's intent to construct the park on Parcel W-54 when seeking City Council approval of construction plans and advertisement of bids for Park Parcel W-54. Upon receipt of this notice, Developer shall respond in writing to City within fifteen (15) calendar days, indicating Developer's timing for obtaining building permits for the Medium Density Residential development on Parcels W-28 and W-29 and for the community care facility on Parcel W-32. If the anticipated building permit issuance date(s) for these parcels fall beyond the projected completion date of the Village Green Park improvements, City in its sole discretion may elect to postpone construction of the Village Green Park improvements until such funds are made available to City.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.5
Title	Paseo Fee
Obligation	Upon the issuance of each residential building permit within the Project , Developer shall pay a paseo fee to fund the construction of paseos within the Property. Such paseo fee shall be \$635 per single-family residential unit; \$450 per Low Density Active Adult (i.e., Age-Restricted) unit; and \$450 per multi-family residential unit , subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.5.1
Title	Paseo Facilities Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910
Obligation	Construction of paseos consists of construction of Class 1 bike trails and landscaping, consistent with design concepts contained in the Specific Plan and Design Guidelines. Developer shall construct paseos at time small lot subdivisions obligated to construct paseos are constructed as follows: a. Construction of Paseo W-84 shall be the obligation of residential Parcel W-9; b. Construction of Paseo W-85 shall be the obligation of residential Parcel W-12; c. Construction of Paseo W-87 shall be the obligation of business professional Parcel W-63; d. Construction of Paseo W-88 shall be the obligation of residential Parcel W-5; and e. Construction of Paseo W-89 shall be the obligation of residential Parcel W-4. Such paseo improvements shall be part of the paseo fee. Developer, shall therefore, upon completion of construction, be entitled to a reimbursement for the cost of construction of paseo facilities but not to exceed the costs specified in the Parks Financing Plan. Developer's right to reimbursement shall be limited to the amount of

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	paseo fees actually collected. Construction of paseos consists of construction of Class 1 bike trails and landscaping, consistent with design concepts contained in the Specific Plan and Design Guidelines. Developer shall construct paseos at the time small lot subdivisions are constructed as follows: a. Construction of Paseo W-85 shall be the obligation of residential Parcel W-12; b. Construction of Paseo W-87 shall be the obligation of residential Parcels W-15A & W-158 and business professional Parcel W-63, whichever shall develop first; c. Construction of Paseo W-88 shall be the obligation of residential Parcel W-5; and d. Construction of Paseo W-89 shall be the obligation of residential Parcel W-4. Such paseo improvements shall be part of the paseo fee. Developer, shall therefore, upon completion of construction, be entitled to a reimbursement for the cost of construction of paseo facilities but not to exceed the costs specified in the Parks Financing Plan. Developer's right to reimbursement shall be limited to the amount of paseo fees actually collected. However, paseo fees collected for the eliminated paseo W-84 as shown in the Parks Financing Plan shall instead be applied toward open space bike trail construction. Construction of paseos consists of construction of Class 1 bike trails and landscaping, consistent with design concepts contained in the Specific Plan and Design Guidelines. Developer shall construct paseos at the time small lot subdivisions are constructed as follows: a. Construction of Paseo W-85 shall be the obligation of residential Parcel W-12; b. Construction of the respective portions of Paseo W-87 adjacent to Parcels W-158 and W-15C shall be the obligation of residential Parcels W-158 & W-15C, whichever shall develop first. The respective portion of Paseo W-87 shall be constructed when the particular adjacent parcel (either Parcel W-158 or Parcel 15C, respectively) develops. c. Construction of Paseo W-88 shall be the obligation of residential Parcel W-5; and d. Construction of Paseo W-89 shall be the obligation of residential Parcel W-4. Such paseo improvements shall be part of the paseo fee. Developer, shall therefore, upon completion of construction, be entitled to a reimbursement for the cost of construction of paseo facilities but not to exceed the costs specified in the Parks Financing Plan. Developer's right to reimbursement shall be limited to the amount of paseo fees actually collected. However, paseo fees collected for the eliminated paseo W-84 as shown in the Parks Financing Plan shall instead be applied toward open space bike trail construction.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Bike Trail Fee Amendment #3 – Ord. #4910
Obligation	Upon the issuance of each residential building permit within the Project , Developer

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	shall pay a bike trail fee to fund bike trail construction within the Property. Such bike trail fee shall be \$529 per single-family residential unit; \$375 per Low Density Active Adult (i.e., Age-Restricted unit; and \$375 per multi-family residential unit, subject to annual adjustment, on July 1, based on the percentage change in the CCI. At the request of the City and provided that sufficient funds are available, Developer shall construct, consistent with City standards, segments of bike trails that are adjacent to the construction of subdivision improvements by Developer. In such instances, Developer shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the adjacent bike trail improvements, but not to exceed the costs specified in the Parks Financing Plan, as and when such funds become available. At the request of the City and provided that sufficient funds are available at the time of construction, Developer shall construct, consistent with City standards, segments of bike trails that are adjacent to the construction of subdivision improvements by Developer. In such instances, Developer shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the adjacent bike trail improvements, but not to exceed the costs specified in the Parks Financing Plan.
Department	Parks and Alternative Transportation
Status	Ongoing Obligation
Section	3.12.7
Title	Construction and Timing of Bikeway Improvements Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	Bikeways shall be constructed as shown on the Bicycle Master Plan consistent with the Phasing Plan. Developer shall construct bikeways within subdivisions with subdivision improvements. Bikeways within roadway rights-of-way shall be constructed with construction of roadway improvements. Bikeways within park sites shall be constructed with development of the park site. All other bike trail connections shall be the responsibility of the City unless City requests that Developer construct said bike trail improvement or conditions the development of an adjacent project to complete said section, in which case Developer shall be entitled to reimbursement from City of the actual costs of constructing such improvements in accordance with Section 3.12.6. Bikeways shall be constructed as the Bicycle Master Plan consistent with the Phasing Plan. Developer shall construct bikeways within subdivisions with subdivision improvements. Bikeways within roadway rights-of-way shall be constructed with construction of roadway improvements. Bikeways within park sites shall be constructed with development of the park site. All other bike trail connections shall be the responsibility of the City unless City requests that Developer construct said bike trail improvement or conditions the development of an adjacent project to complete said section, in which case Developer shall be entitled to reimbursement from City of the actual costs of constructing such improvements in accordance with Section 3.12.6. Developer shall construct bike trails in Phases 3 and 4 at the time small lot subdivisions are constructed, as follows: a. Phase 3A – the portion of trail connecting Westside Drive to the end of the bike trail improvements for Phase 2 shall be constructed in conjunction with the first subdivision improvements for W-15A or W-15B, whichever occurs first. b. Phase 3B – the portion of trail from Westside Drive to the western boundary of W-13A

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	shall be constructed in conjunction with the first subdivision improvements for W-13A, W-13B or W-13C, whichever occurs first. c. Phase 4A – the portion of trail from W-13B to W-17C shall be constructed in conjunction with the subdivision improvements for W-17C. d. Phase 4B – the portion of trail from W-17C to the northern boundary of W-18C shall be constructed in conjunction with the subdivision improvements for W-18C. e. Phase 4C – the portion of trail from W-18C to Westside Drive shall be constructed in conjunction with the subdivision improvements for W-18B. Bikeways shall be constructed as shown on Exhibit "FF" and the Bicycle Master Plan consistent with the Phasing Plan. Developer shall construct bikeways within subdivisions concurrent with subdivision improvements. Bikeway improvements within roadways shall be constructed with construction of roadway improvements. Bikeways within park sites shall be constructed with development of the park site. All other bike trail connections shall be the responsibility of the City unless City requests that Developer construct said bike trail improvement or conditions the development of an adjacent project to complete said section, in which case Developer shall be entitled to reimbursement from City of the actual costs of constructing such improvements in accordance with Section 3.12.6. Developer shall construct bike trails in Phases 3 and 4 at the time small lot subdivisions are constructed, as follows: a. Phase 3A – the portion of trail connecting Westbrook Boulevard to the end of the bike trail improvements for Phase 2 shall be graded concurrent with the adjacent village. The bike trail grading therefore shall occur at the same time as development occurs in Village W-15A, W-15A2, W-15C1 and W-15C2. Pursuant to the conditions for funding identified in section 3.12.6 of the Agreement, construction of the bike trail shall occur with the construction of the last subdivision to be approved between W-15A1, W-15A2, W-15C1 and W-15C2. Phase 3B – the portion of trail from Westbrook Boulevard to the western boundary of W-16 shall be graded concurrent with the development of the adjacent village. The bike trail grading therefore shall occur at the same time as development occurs in Village W-13B1, W-13B2, W-13C3, which shall also include the portion adjacent to W-51, and W-16. Pursuant to the conditions for funding identified in Section 3.12.6 of the Agreement, construction of the bike trail shall occur with the construction of the last subdivision to be approved between W-13B1, W-13B2 and W-13C3. b. Phase 4A – the portion of trail from W-13C3 to W-17C shall be constructed in conjunction with the subdivision improvements for W-17C. c. Phase 4B – the portion of trail from W-17C to the northern boundary of W-18C shall be constructed in conjunction with the subdivision improvements for W-18C. d. Phase 4C – the portion of trail from W-18C to Westbrook Boulevard shall be constructed in conjunction with the subdivision improvements for W-18B. Bikeways shall be constructed as shown on Exhibit "FF" and the Bicycle Master Plan consistent with the Phasing Plan. Developer shall construct bikeways within
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	subdivisions concurrent with subdivision improvements. Bikeway improvements within road ways shall be constructed with construction of roadway improvements. Bikeways within park sites shall be constructed with development of the park site. All other bike trail connections shall be the responsibility of the City unless City requests that Developer construct said bike trail improvement or conditions the development of an adjacent project to complete said section, in which case Developer shall be entitled to reimbursement from City of the actual costs of constructing such improvements in accordance with Section 3.12.6. Developer shall construct bike trails in Phases 3 and 4 at the time small lot subdivisions are constructed, as follows: a. Phase 3A - the portion of trail connecting Westbrook Boulevard to the end of the bike trail improvements for Phase 2 shall be graded concurrent with the adjacent village. The bike trail grading therefore shall occur at the same time as development occurs in Village W-15A, W-15A2, W-15C1 and W-15C2. Pursuant to the conditions for funding identified in section 3.12.6 of the Agreement, construction of the bike trail shall occur with the construction of the last subdivision to be approved between W- 15A1, W-15A2, W-15C1 and W-15C2. b. Phase 3B- the portion of trail from Westbrook Boulevard to the western boundary of W-16 shall be graded concurrent with the development of the adjacent village. The bike trail grading therefore shall occur at the same time as development occurs in Village W-13B1, W-13B2, W-13C3, which shall also include the portion adjacent to W-51, and W-16. Pursuant to the conditions for funding identified in Section 3.12.6 of the Agreement, construction of the bike trail shall occur with the construction of the last subdivision to be approved between W-13B1, W-13B2 and W- 13C3. c. Phase 4A - the portion of trail from W-13C3 to W-17E, including the trail segment connecting into the street system at Parcel W-17D, shall be constructed in conjunction with the subdivision improvements for W-17E. d. Phase 4B - the portion of trail from W-17E, to the northern boundary of W-18E shall be constructed in conjunction with the subdivision improvements for W-18E. e. Phase 4C - the portion of trail from W-18E to Westbrook Boulevard shall be constructed in conjunction with the subdivision improvements for W-18B, or W-18D, whichever parcel develops last.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.12.8
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Developer's General Plan park obligations for the dedication and improvement of neighborhood/community and city-wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.9
Title	Open Space Preserve Areas
Obligation	Developer shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will

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	be preserved are known as Open Space Preserve Areas and consist of the following three parcels: 1. A 267.0 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails and preservation of wetland habitat and open space, shown as Parcel W-81; 2. A 5.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails and preservation of flood plain, bike trails, fire break maintenance, and wetland habitat and open space, shown as Parcel W-82; and 3. A 77.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails and preservation of flood plain, bike trails, fire break maintenance, and wetland habitat and open space, shown as Parcel W-83.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.9.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Developer of all conditions of the 404 Permit, any corresponding Operations and Management Plan ("O&M Plan") related thereto, and the expiration of any required monitoring/reporting period associated therewith and subject to the formation of the Maintenance CFD as described in Section 3.20 of this Agreement, Developer shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Parks Department
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Developer or its respective successors shall pay the Fire Service Construction Tax, at issuance of building permit , as set forth at Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended or otherwise discontinued, Developer or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit, equal in amount to the discontinued Fire Service Construction Tax. Developer hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Developer shall pay a Public Benefit Fee at the time of obtaining each residential building permit for the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$1,280. The Public Benefit Fee for each high density residential unit shall be \$845.
Department	Building Division
Status	Ongoing Obligation
Section	3.14.4
Title	General Fund Contribution
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure

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	that the Project will produce a positive net fiscal impact on the City, Developer shall pay a General Fund Contribution as follows. At the time of obtaining each residential building permit for the Project, Developer shall pay a General Fund Contribution of \$1,060 for each low density and medium density unit and \$700 for each high density unit.
Department	Building Division
Status	Ongoing Obligation
Section	3.14.5
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Developer shall, for each such conveyance, provide to City, at Developer's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.6
Title	Signage for Future Public Facilities
Obligation	Developer shall provide and install signage at the following public facility sites to alert residents of future facilities: water tank and pump station site (W-74), recycled water tank site, recycling site (W-74), well sites (W-76 and W-77), park sites (W-50, W-51, W-52, W-53, W-54, W-55), and school sites (W-70, W-73, W-75), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.7
Title	Library Facilities
Obligation	Developer agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current city-wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.8
Title	Recycling Site
Obligation	Developer shall dedicate a portion of Parcel W-74, 150 feet by 150 feet, to the City. Developer shall construct a recycling facility on the dedicated site for use by City residents. Layout and design of the recycling site shall be approved by City prior to construction. Improvements by Developer to the recycling site shall be limited to paving and fencing.
Department	Environmental Utilities and Planning Department
Status	Ongoing obligation
Section	3.14.10
Title	Refuse and Green Waste Bins
Obligation	Developer agrees to pay City \$170 (subject to any City wide increase for this charge) per single-family residential unit for one (1) 90-gallon automated refuse container and one (1) automated green waste compost disposal bin at issuance of building permit.
Department	Building Division and Environmental Utilities
Status	Ongoing Obligation

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Section	3.14.11
Title	Construction Waste
Obligation	Developer shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Developer shall require that contractors and subcontractors submit records annually of waste diversion and disposal to the City's Environmental Utilities Department in order to verify compliance with this requirement.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.14.12
Title	Air Quality Program
Obligation	In lieu of each individual project implementing its own off-site mitigation program, the WRSP shall contribute the total sum of \$758,700 to implement an off-site mitigation program to mitigate air quality impacts by offsetting long-term operational ozone precursor emissions. The City shall enter into an agreement with Placer County Air Pollution Control District (PCAPCD) to coordinate the program, and to collect and disburse the funds contributed pursuant to this section. Funds shall be used for projects, programs and services that will reduce emission sources to the direct benefit of City residents. Such projects, programs and services may include, but shall not be limited to, replacement of non-EPA-certified wood stoves, transit vehicle conversions, and retrofitting vehicles with cleaner-burning alternative fuels. Contribution of funds pursuant to this section shall be by payment of a fee upon the issuance of each building permit, established by City prior to issuance of the first building permit in the WRSP, averaging \$90.84 per dwelling-unit equivalent.
Department	Building Division and Development and Operation Department
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

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	Amendment #1 – Ord. #4364
Obligation	Developer shall pay the South Placer Animal Control Shelter Fee for the future construction of a South Placer Animal Control Shelter. The fee shall be paid upon issuance of each residential building permit in the amount of Fifty Dollars (\$50.00) per dwelling unit.
Department	Building Division
Status	Ongoing obligation
Section	3.14.16
Title	Sierra College Boulevard Fee Amendment #1 – Ord. #4364
Obligation	Developer shall pay the Sierra College Boulevard (Town of Loomis) Fee. The fee shall be paid upon issuance of each residential building permit in the amount of Seventy-Five Dollars (\$75.00) per dwelling unit. The City shall remit all payments to the Town of Loomis by December 31 of each year until the City issues the final building permit for the Project.
Department	Building Division and Finance Department
Status	Ongoing obligation
Section	3.14.17
Title	Air Quality Mitigation Fee Amendment #1 – Ord. #4364
Obligation	Developer shall pay the Placer County Air Pollution Control District Air Quality Mitigation Fee. The fee shall be paid upon issuance of each residential building permit in the amount of One Hundred Thirty-Four Dollars and Ten Cents (\$134.10) per dwelling unit. The City shall remit all payments to the Placer County Air Pollution Control District on or before January 30 of each calendar year until year 2025 or the Project is built out, whichever occurs later.
Department	Building Division and Finance Department
Status	Ongoing obligation
Section	3.14.18
Title	Dedication and Frontage Improvement for Parcel W-30 Amendment #5 – Ord. #5217
Obligation	Developer shall dedicate Parcel W-30 to City after recordation of the first Large Lot Final Map for Phase 4 of the Property, subject to Developer's obligation, after dedication of Parcel W-30 to City, to construct Frontage Improvements for the Westbrook Boulevard side of Parcel W-30, as defined in Section 3.5.1 of the Agreement.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.14.19
Title	Community Benefit Fee Amendment #8 – Ord. #5871
Obligation	As partial consideration for this Eighth Amendment, to help fund the construction of the improvements to the Village Green Park Parcel W-54, and to ensure that the development of properties that are the subject of this Eighth Amendment will benefit current and future residents of Roseville, Developer shall pay in a lump sum payment a Community Benefit Fee of \$5,000 per single-family residential unit for sixteen (16) residential units upon the issuance of the first residential building permit on either Parcel W-28 or W-29.
Department	Building Division
Status	Ongoing Obligation
Section	3.16
Title	EIR Mitigation Measures

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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	Development and Operations Department and Planning Division
Status	Ongoing obligation
Section	3.18
Title	Community Facilities District – Project Infrastructure
Obligation	<u>3.18.1 Formation.</u> Developer and City shall form a Community Facilities District for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the WRSP ("Project CFD"). The improvements and facilities that may be constructed and/or acquired with Project CFD funds are listed in Exhibit "HH". Formation of the Project CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Portions of the Property within the boundaries of and subject to the Project CFD are shown in Exhibit "HH". Developer shall be allocated Developer's share of infrastructure costs and shall be assessed special taxes in a fair and proportionate manner as specified in a tax formula agreed to by City and Developer in accordance with the financing plan for the WRSP. <u>3.18.1.1</u> Nothing in this section shall be construed to require Developer to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds. <u>3.18.1.2</u> Concurrent with any formation of a CFD, Developer and City shall enter into a shortfall agreement, in form and substance acceptable to City, whereby Developer shall covenant to finance its fair share of the costs of the CFD Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements. <u>3.18.1.3</u> Nothing herein shall be construed to limit Developer's option to install the public improvements through the use of traditional assessment districts or private financing.
Department	Finance
Status	Ongoing obligation
Section	3.18.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Developer for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds.
Department	Finance Department
Status	Ongoing obligation
Section	3.18.3
Title	Pay-As-You-Go Funding for Infrastructure in Phases 3 and 4 Amendment #3 – Ord. #4910
Obligation	The bond proceeds from the Project CFD are insufficient to fund public improvements and facilities necessary for development of Phases 3 and 4, as well as development of properties outside of the Specific Plan area that require such public improvements and facilities. Developer is required to construct the necessary public improvements and facilities identified in Exhibit "II" as well as the public improvements provided for in the formation documents for the Westpark CFD #1as set forth in Exhibit "HH", and advance

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	funding needed to complete these public improvements and facilities. Developer is entitled to reimbursement for all authorized public improvements and facilities contained in the CFD formation documents from available funds collected as part of the special taxes levied by the City to service Project CFD bond obligations and construct public improvements and facilities within the Project CFD. Subject to terms of a separate agreement for the acquisition of public improvements and facilities, City agrees to set the annual tax levy as allowed for under the terms of the Project CFD formation documents to provide reimbursement to Developer over time for the cost of the public improvements and facilities that are eligible for reimbursement.
Department	Finance Department
Status	Ongoing Obligation
Section	3.19
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that all of the CFD Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's subdivision ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director. All wet utilities to be installed by Developer will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Developer shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Development Services and Environmental Utilities Departments
Status	Ongoing Obligation
Section	3.20
Title	Community Facilities District - Maintenance
Obligation	<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

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	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 Fiddymont Road from Pleasant Grove Boulevard to Blue Oaks Boulevard and the median on Blue Oaks Boulevard from Fiddymont Road to the eastern boundary of the Project; 3.20.2.4 Maintain bikeways located in Open Space Preserves outside of parks and paseos; 3.20.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.20.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.20.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plan. The City may, at its election, create a non-profit foundation, or contract with an existing conservancy or similar organization, to oversee perpetual maintenance, monitoring, reporting and adaptive management requirements of and for Open Space Preserve Areas; 3.20.2.8 Maintain Village Center landscaping including round-a- bouts and landscape strips located within the public right-of-way; 3.20.2.9 Maintain all water quality structural controls and drainage swales constructed between storm drain outfalls and receiving waters; 3.20.2.10 Maintain flood control facilities including detention basins; 3.20.2.11 Maintain open space areas including general maintenance, signage maintenance, and trash and debris collection; 3.20.2.12 Maintain fire breaks within open space areas; 3.20.2.13 Maintain a Replacement Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including trellis and shed structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and

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	3.20.2.14 Maintain bus shelters, bus stops and bus signs.
Department	Finance Department
Status	District formed-ongoing maintenance obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Developer expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Maintenance CFD, and acknowledges that such parcels do not and will not receive a special benefit from the Maintenance CFD.
Department	Finance Department
Status	Ongoing Obligation
Section	3.21
Title	Community Facilities District – Services
Obligation	<u>3.21.1 Formation.</u> <u>3.21.1.1 Consent.</u> Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Services CFD has been formed to include the Property ("Services CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.21.2. For the purposes of Article 130 of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Services CFD will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The initial amount of the assessment shall be \$285 per dwelling unit equivalent. <u>3.21.1.2 Zones of Benefit.</u> The Services CFD may be divided as necessary into zones of benefit among which the amount of assessment may vary.
Department	Finance Department
Status	District formed - Ongoing obligation
Section	3.21.2
Title	Obligations
Obligation	The Services CFD shall provide the funds required to offset the WRSP's impact on City general fund resources available to pay for municipal services citywide, including the WRSP. The funds shall be utilized for general fund purposes. A portion of the funds, in the annual amount of \$13.35 per dwelling unit equivalent , shall be allocated and utilized as an ongoing transit subsidy.
Department	Finance Department
Status	Ongoing Obligation
Section	3.21.3
Title	Public Parcel Exclusion
Obligation	Developer expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD, and acknowledges that such parcels do not and will not receive a special benefit from the Services CFD.
Department	Finance Department
Status	Ongoing Obligation
Section	3.22

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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 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	Budgeted out of the maintenance CFD, which is formed already. Ongoing obligation
Section	3.23
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Developer and City agree to grant encroachment permit(s) or maintenance easements to the Maintenance CFD, Developer or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing Obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers Amendment #1 – Ord. #4364 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 Amendment #8 – Ord. #5871
Obligation	This Agreement shall constitute notice to all successors to Developer hereunder, and to all subsequent purchasers of any lots and/or residential units within the Property, of the following matters: 1. Designation of Fiddymont Road, West Side Drive and Blue Oaks Boulevard as truck routes.

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	2. Designation of Phillip Road, Hayden Parkway (on Fiddymont Property), Bob Doyle Drive and Village Green Drive as temporary truck routes until Phillip Road and Blue Oaks Boulevard are connected. 3. The existence of a Development Agreement on the Property. 4. The Project will be served by surface water supplies and in emergency/drought conditions, may also be served by groundwater supplies. 5. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 6. Requirement to implement water conservation measures. 7. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymont Road, along Blue Oaks Boulevard, on the east side of West Side Drive and south side of Pleasant Grove Boulevard. 8. 60kV overhead power line easement on W-60, W-61, W-62, W-83, W-15, W-87 and potentially on W-11, W-12, W-25, W-72, W-24 and W-8. 9. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 10. Requirement for fifty percent (50%) reduction in construction waste stream. 11. Location of the Pleasant Grove WWTP and associated facilities. 12. Location of the proposed Roseville Energy Park. 13. Location of Regional Soccer Complex. 14. Location of schools and parks within one mile. 15. Location of proposed off-leash dog park on Parcel W-53. 16. A 15-foot easement, in addition to residential setback requirements, for all Low Density Residential and Medium Density Residential lots adjacent to West Side Drive to achieve a 50-foot separation/buffer from back of curb on West Side Drive (a planned six-lane arterial). 17. A disclosure on parcel W-14 that a 77' by 100' open space parcel may, at the City's discretion, ultimately be used for road right of way to continue Pleasant Grove Boulevard to the west. 17. A disclosure on Parcel W-16 that a 77' by 100' open space parcel may, at the City's discretion, ultimately be used for road right of way to continue Pleasant Grove Boulevard to the west. 18. Parcels adjacent to Open Space may have a public bike trail adjacent to residential lots. 19. Potential for proposed Placer Parkway within WRSP boundaries.
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West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	20. Location of a retention basin on the Reason Farms property. 21. Location of well sites and water storage facilities. 22. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 23. Location of recycled water tank site and pump station facilities. 24. Location of solid waste recycling center. 25. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned not by the City but by the adjacent property owner, who is responsible for their maintenance, repair and replacement. 26. Livestock grazing may occur within the open space preserve areas. 27. Every resident unit is equipped with a recirculating hot water system, or similar technology to provide instantaneous hot water at each hot water faucet. 27. Requirement to implement water conservation measures per the Phase 4 Water Conservation Plan, which include such measures as Smart Timers. 28. Requirement to implement water conservation measures per the Phase 3 Water Conservation Plan, which may include such measures as Smart Timers. 28. The project area is subject to aircraft over flights and related noise associated with McClellan Airfield and Sacramento International Airport. 29. Acknowledgement that the residential parcels in Phase 4 of the Property are located in close proximity to Pleasant Grove Wastewater Treatment Plan, which may be expanded in the future. Such residential parcels could be subject to noise and odor from operation of the Treatment Plan. 30. The Eighth Amendment Property is subject to aircraft over flights and related noise from McClellan Airfield and Sacramento International Airport. If Developer records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.26
Title	Fee Adjustment Resulting from Under-Building
Obligation	City's collection of certain fees in this Agreement is dependent on the number of building permits issued within the Plan Area. Such fees include the City-Wide Park Fee (Section 3.12.4), Paseo Fee (Section 3.12.5), Bike Trail Fee (Section 3.12.6), Public Benefit Fee (Section 3.14.3), General Fund Contribution (Section 3.14.4), Air Quality Fee (Section 3.14.12), Traffic Signal Coordination Fee (Section 3.14.13), Transit Shuttle Service Fee (Section 3.14.14) and South Placer Animal Control Shelter Fee (Section 3.14.15), hereinafter "Building Permit Fees." To protect the City in the event that Developer under- builds the total number of units approved for the Property, City and

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

	Developer shall, prior to Developer recording the first final map in Phase 4, review the total amount of Building Permit Fees paid to date. In the event that Developer has or is projected to under-build the total number of units approved for the Property, City may adjust Building Permit Fees upward to account for the underutilization of entitled dwelling units in the Project. City shall make best efforts to cooperate with Developer in adjusting densities in Phases 3 and 4 to ensure that Developer is provided with reasonable opportunity to buildout the total number of units approved for the Property.
Department	Building and Engineering Division
Status	Ongoing obligation
Section	4.4.5
Title	Applications for Permits and Entitlements
Obligation	City shall, no later than the issuance of the 350th residential building permit in the Village Center , commence construction of and diligently complete the improvements to the Village Green park site (Parcel W-54), provided that adequate funding is available.
Department	Building Division and Parks Department
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such annual review shall include the statement that any review of obligations of Developer as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Developer with the terms of the Agreement shall be conclusive with respect to the performance of Developer during the period preceding the review. Developer shall be responsible for the cost reasonably and directly incurred by the City to conduct such annual review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Developer shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Developer a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Developer shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation



COUNCIL COMMUNICATION

CC #: 9069
File #: 0600-02

Title: Out of State Travel Request - City Manager's Office
Contact: Kelly Wickline 916-746-1350 kwickline@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.24.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council authorize out-of-state travel for the Vice Mayor and City Manager's participation in the 2nd Annual Capital Region Executive Leadership Mission from March 4-7, 2018 in Washington, D.C.

BACKGROUND

The Vice Mayor and City Manager's participation in the 2nd Annual Capital Region Executive Leadership Mission to Washington, D.C. March 4-7, 2018 will offer opportunities to work with regional leaders and congressional delegation to aggressively advocate for more federal resources for our region and to articulate issues important to Roseville and our region. The Executive Leadership Mission is expected to be a tool used to actively secure resources and to build a regional, collaborative effort for the benefit of the entire region.

FISCAL IMPACT

The estimated total cost for travel, hotel and conference attendance for the is \$7,600.00. 70% of funds are available in the City Council and City Manager 2017-18 budgets, 30% of funds are available in the Environment Utilities and Roseville Electric 2017-18 budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §1 5061 (b) (3)). Stating policy priorities does not include the potential for a significant

environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Kelly Wickline, Executive Assistant

Rob Jensen, City Manager

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal flourish extending to the right.

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 9053
File #: 0600-02

Title: Out of State Travel Request - Parks, Recreation & Libraries Department
Contact: Dion Louthan 916-774-5131 dlouthan@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.25.

RECOMMENDATION TO COUNCIL

Staff requests approval for out of state travel for the Parks, Recreation & Libraries Director, Dion Louthan to attend The Parks & Recreation Summit in Atlanta, GA, April 23-25, 2018. All costs including airfare, hotel, meals and transportation in Georgia, are covered by the Summit. There is no cost to the General Fund.

BACKGROUND

The Parks & Recreation Summit is held annually exclusively for parks and recreation directors and administrators across the country. Conference meetings address current trends and issues in parks, recreation, and community matters. The intensive sessions focus on sharing strategies and best practices with other agency peers throughout the country. Only 50 grants per year are awarded to parks and recreation administrators. Last year the conference hosted representatives from over 20 states, with five attendees from California.

FISCAL IMPACT

The Parks and Recreation Summit grant will cover all expenses for the conference. There is no cost to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This out of state travel request is not considered a "project" as defined by the California

Environmental Quality Act (CEQA). Consequently no CEQA action is required.

Respectfully Submitted,

Dion Louthan, Parks, Recreation & Libraries Director

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal flourish extending to the right.

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 9056
File #: 0600-02

Title: Out of State Travel Request - Fire Department
Contact: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.26.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve out-of-state travel for Fire Battalion Chief Chris Baker to attend the International Wireless Communications Expo (IWCE) in Orlando, Florida, March 5 - 9, 2018.

BACKGROUND

The International Wireless Communications Expo (IWCE) provides training on current public safety radio, data, computer, dispatch technology and operational topics. The event also hosts meetings for public safety practitioners to collaborate with industry associations and federal officials working on standards and legislative committees affecting public safety communications.

FISCAL IMPACT

All costs related to travel, transportation, lodging and per diem, will be paid using funds included in the Fire Department's current fiscal year budget, and will not exceed \$1,900.

Conference registration and education fees are being covered by the IWCE conference in exchange for Battalion Chief Chris Baker participating as a speaker in the conference at special session(s). No staff overtime will be incurred.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Diemer, Assistant Fire Chief

Rick Bartee, Fire Chief

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal flourish extending to the right.

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 9070
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Christopher Robles
Contact: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.27.

RECOMMENDATION TO COUNCIL

Recommend Christopher Robles be commended for his 28 years of outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Marissa Ramos, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Christopher Robles

CITY OF ROSEVILLE



OF

COMMENDATION AND APPRECIATION

WHEREAS, Christopher “Chris” Robles began his distinguished career with the City of Roseville on August 15, 1990 as an Assistant Planner in the Planning Department, promoted to Associate Planner in 1992, promoted to Senior Planner in 1997, promoted to Project Processing Manager in 2006 in the Community Development Department, promoted to Community Development Manager in 2007, and promoted to Economic Development Director in the Economic Development Department in 2013; and

WHEREAS, Chris, as Chief Executive Officer of the Roseville Community Development Corporation, reinforced the non-profit whose award winning public private partnership marketing efforts contributed to the creation of more than 6,000 jobs and \$1 Billion in capital investment; and

WHEREAS, Chris managed the creation of the 2012 and 2017 Economic Development Strategies which focused on strengthening the City of Roseville as a community of choice for businesses and residents by attracting and growing jobs and enhancing community benefits; and

WHEREAS, Chris, as Housing Authority Executive Director administered over \$4.5 million dollars in housing assistance annually; and

WHEREAS, Chris, as Successor Agency Director facilitated in Roseville receiving Finding of Completion and approval of a property management program for the closure of the City Redevelopment Agency; and

WHEREAS, Chris played a key role in the creation of documents for multiple specific plans, construction of the Fountains Lifestyle Center, expansion of the Westfield Galleria Mall, and the oversight of the backbone infrastructure improvements for West Roseville Specific Plan; and

WHEREAS, Chris established relationships and fostered partnerships that promoted the City including serving as Vice President of the Greater Sacramento Economic Development Council’s Economic Development Directors Taskforce, Board of Directors for Downtown Roseville Partnership Property Business Improvement District, and Board of Directors for South Placer Society Prevention of Cruelty to Animals; and

WHEREAS, Chris led the production of a concert for Rock and Roll Hall of Famer Sammy Hagar celebrating the one year anniversary of the opening of the Town Square and the reopening of the Sammy’s Island Bar and Grill with an attendance of over 3,000 people and proceeds going to charity; and

WHEREAS, Chris has exemplified superior qualities of public service, always showing dedication and pride in his work, relationships, and the community.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **CHRISTOPHER ROBLES** be commended for his 28 years of outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 21st day of February, 2018.



SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA



COUNCIL COMMUNICATION

CC #: 9071
File #: 0102-10

Title: Resolution of Commendation and Appreciation to William E. Aiken
Contact: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

Meeting Date: 2/21/2018
Item #: 6.28.

RECOMMENDATION TO COUNCIL

Recommend William E. Aiken be commended for his 27 years of outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable

FISCAL IMPACT

Not applicable

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable

ENVIRONMENTAL REVIEW

Not applicable

Respectfully Submitted,

Marissa Ramos, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to William E. Aiken

CITY OF ROSEVILLE



OF

COMMENDATION AND APPRECIATION

WHEREAS, William "Bill" E. Aiken, began his distinguished career with the City of Roseville on July 29, 1991 as a Buyer in the Central Services Department, promoted to Administrative Analyst in 2004 in the Planning and Redevelopment Department, re-classified as a Development Analyst in 2007, and assigned to the Economic Development Department in 2012; and

WHEREAS, Bill oversaw the construction of the two downtown Roseville parking garages adding 1,000 parking spaces to the downtown area, as well as the construction of the Vernon Street Town Square that welcomes over 140,000 visitors annually; and

WHEREAS, Bill was liaison and coordinator for the Downtown Merchants Group and City's Infill Development Team, and he was a board member of the Downtown Roseville Partnership – Property Business Improvement District; and

WHEREAS, Bill's efforts in Redevelopment and Economic Development helped create more than \$90 million dollars in infrastructure and streetscape improvements within the Riverside, Vernon Street, Downtown Roseville, and Historic District project areas; and

WHEREAS, Bill spearheaded resolve with businesses and residents on concerns and complaints within the Riverside, Vernon Street, Downtown Roseville, and Historic District project areas of the City, including but not limited to going above and beyond and cleaning leaves and debris from streetscapes and storefronts; and

WHEREAS, Bill received four Pride of Roseville Awards, Commendation of Excellence Certificate in 1994 for streamlining purchasing processes and creating cost saving warehouse system that saved thousands of dollars, Commendation of Excellence Team Certificate in 2004 for his efforts in successfully designing and producing a training course for purchasing goods and services, Outstanding Work Performance Team Certificate in 2009 for his efforts in Downtown Specific Plan Project which guides the revitalization of our downtown, Commendation of Excellence in 2010 for his efforts in the Riverside Streetscape and Infrastructure Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **WILLIAM E. AIKEN** be commended for his 27 years of outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 21st day of February, 2018.



SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA



COUNCIL COMMUNICATION

CC #: 9072

File #: 0103 & 0103-41-02

Title: Board of Appeals - Unscheduled Vacancy Appointment

Contact: Kelly Adams 916-774-5264 kadams2@roseville.ca.us

Meeting Date: 2/21/2018

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Appoint one (1) applicant to the Board of Appeals to fill an unscheduled vacancy with a term ending December 31, 2019 from the two (2) applications received by Herbert Long and Andrew Haydu.

BACKGROUND

An unscheduled vacancy has been created on the Board of Appeals due to the resignation of commissioner Richard Sweet with a term ending December 31, 2019. Recruitment occurred in January. Applications and video interviews have been provided to Council for review.

FISCAL IMPACT

No fiscal impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no economic development or jobs created with this item.

ENVIRONMENTAL REVIEW

Appointment of commissioners and board members is not considered a "project" as defined by the California Environment Quality Act (CEQA) (CEQA guidelines Section 5378). Consequently, no CEQA action is required.

Respectfully Submitted,

Kelly Adams, Deputy Clerk

Sonia Orozco, City Clerk

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Rob Jensen, City Manager