

PLACER VINEYARDS DEVELOPMENT AGREEMENT

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Exhibit "B"
List of Participating Developers

Property ID	Current Vested Owner	Address	APN #
1A	Carmen Doyle, Co-Trustee and Wells Fargo Bank, N.A., Co-Trustee of the Robert and Carmen Doyle Revocable Trust, dated January 13, 1997; and Laveda R. Doyle, Successor Trustee of the Thomas E. Doyle Family Revocable Trust dated December 23, 1980; and William J. Doyle III; and William John Doyle and Joy Louise Doyle, Co-Trustees of the Doyle Living Trust dated February 25, 1996; and Patricia Ann Harris; and Katherine R. Srednik and Thomas E. Srednik, as Trustees of the Srednik Family Trust dated August 21, 1989; and James M. Doyle and Patricia A. Doyle, Trustees of the Doyle Family Trust, established November 20, 1997, and R&B Land Investments, LLC, a California limited liability company; and Frank G. Stathos; and Stan L. Ehnisz; and Ernest R. Ehnisz, Jr.; and Craig T. Ehnisz, as Trustee of the Craig T. Ehnisz Revocable Trust, dated October 22, 1990; and Ernest R. Ehnisz, Sr., and Naomi Ehnisz, as Co-Trustees of the Ernest Ehnisz Revocable Trust, dated February 9, 1983, as their interests appear of record.	Reynen & Bardis Land Investments LLC 10630 Mather Blvd Mather, CA 95655 Attn: Randy Collins	23-221-001,002; 23-200-005
1B	Hodel Family Enterprises, LP, a California limited partnership	Reynen & Bardis Land Investments LLC 10630 Mather Blvd. Mather, CA 95655 Attn: Randy Collins	23-200-006
2	John L. Mourier III, as Trustee of the Mourier Family Revocable Lifetime Trust, UTA dated April 13, 1989	John Mourier Construction 1430 Blue Oaks Blvd., Suite 190 Roseville, CA 95747 Attn: Steve Schnable	23-200-017
3	Baseline & Watt, LLC, a California limited liability company	Gidaro Group 3415 American River Drive Sacramento, CA 95864 Attn: Steve Gidaro Petrovich Development 5046 Sunrise Blvd., Ste 1 Fair Oaks, CA 95628 Attn: Phil Harvey	23-200-037
4	B and W 60, L.P., a California limited partnership, and Placer 536, a California limited partnership	JAS Developments 2277 Fair Oaks Blvd., Ste 295 Sacramento, CA 95825 Attn: Jack Sioukas Evergreen Commercial 1755 Creekside Oaks Dr., Ste 290 Sacramento, CA 95833 Attn: Ted Messner Sotiris Kolokotronis 730 Alhambra Blvd., Ste. 222 Sacramento, CA 95816	23-200-064, 065

Property ID	Current Vested Owner	Address	APN #
6	Rosina Dana-Yeck, Trustee of the Dana-Yeck Survivor's Trust, dated May 16, 1991, as to an undivided fifty percent (50%) interest and Frances E. Shadwick, a married woman as her sole and separate property, Ellen G. O'Looney, a married woman as her sole and separate property, and Susan K. Pilarsky, a married woman as her sole and separate property, each as to an undivided one-third (1/3) interest, as tenants in common, as to an undivided fifty percent (50%) interest.	Rosina Dana-Yeck 9075 Watt Ave Roseville, CA 95678 Fran Shadwick 7811 Feldspar Ct. Citrus Heights, CA 95610 Susan Pilarski 1272 Palmerston Loop Roseville, CA 95678	23-200-018
7	Woodside R & B 356, L.P., a California limited partnership	Reynon & Bardis 10630 Mather Blvd Mather, CA 95655 Attn: Randy Collins	23-200-045, 066
8	Spinelli Investments, L.P., a California limited partnership, as to an undivided 50% interest and Millspin Investments, L.P., a California limited partnership, as to an undivided 50% interest	Donna Miller 2250 Coronet Dr. San Jose, CA 95124 Joan Williams 2318 Starbright Dr. San Jose, CA 95124	23-200-041
9	Placer County Land Investors, LLC, a California limited liability company, formerly known as Placer County Land Speculators, LLC	Equity Advisors Group 8324 E Hartford Dr., Ste 110 Scottsdale, AZ 85255 Attn: Bob Russell	23-200-010, 012, 013
10	Dyer Lane Limited Partnership, a California limited partnership	Dyer Lane Limited Partnership 1817 Maryal Drive, Suite 100 Sacramento, CA 95864 Attn: John Manikas	23-200-009
11	P.G.G. Properties, a General Partnership	Gus Galaxidas 7700 College Town Drive, Ste 201 Sacramento, CA 95826	23-200-011
12A	IL Centro, LLC, a California limited liability company	Tony Giannoni 1415 L Street, #250 Sacramento, CA 95814	23-200-067
12B	Danville Land Investments, LLC, a Nevada limited liability company	Andrew C. Zinniger Danville Land Investments, LLC 111 Woodmere Drive, Suite 190 Folsom, CA 95630	23-200-068
14	DF Properties, a California corporation	Ken Denio Jeff Ronten 2013 Opportunity Drive, #140 Roseville, CA 95678	23-010-026

Property ID	Current Vested Owner	Address	APN #
15	Palladay Greens, LLC, a California limited liability company	Tony Gallas 11448 Skislope Way Truckee, CA 96161	23-010-004,029, 23-200-008
16	Placer 88 Investments, Inc., an Arizona corporation	Miller Holdings 2290 Grass Valley Pkwy., Ste 257 Auburn, CA 95603 Attn: Victor Vasquez	23-010-006, 014
17	J. A. Sioukas Family Partners, L.P., a California limited partnership	JAS Developments, Inc. 2277 Fair Oaks Blvd., Ste 295 Sacramento, CA 95825 Attn: Jack Sioukas	23-010-013
19	Lennar Winncrest, LLC, a Delaware limited liability company Baseline A&B Holding, LLC, a California limited liability company	Lennar Communities 1075 Creekside Ridge Drive, Ste 110 Roseville, CA 95678 Attn: Bob Shattuck KT Communities 2251 Douglas Boulevard, Suite 110 Roseville, CA 95661 Attn: Julie Hanson	23-010-021, 022, 023, 23-150-026, 027, 23-180-005, 006, 007, 008
21	John Petros Pandeleon and Nicholas Pandeleon and Contilo K. Pandeleon, as Joint Tenants	Gus Galaxidas 7700 College Town Drive, Ste 201 Sacramento, CA 95826	23-190-016
23	PMF5C, LLC	Mae Fong 3009 65th Street Sacramento, CA 95820	23-160-011
24	Nicolas Pandeleon and Contilo K. Pandeleon, as Trustees of the Pandeleon Family Trust dated May 18, 1999, as to an undivided 25% interest; Nick J. Pantis, as Trustee of the Nick J. Pantis Revocable Trust dated July 1, 2003, as to an undivided 25% interest; Nick Galaxidas, a married man as his sole and separate property, as to an undivided 12.5% interest; Constantino Galaxidas and Stelene D. Galaxidas, as Trustees of The Galaxidas Family Trust dated May 21, 2007, as to an undivided 25% interest; and Anna Galaxidas, a married woman as her sole and separate property as to an undivided 12.5% interest.	Gus Galaxidas 7700 College Town Drive, Ste 201 Sacramento, CA 95826	23-160-004

EXHIBIT 2.5.5.5-A

LAND PAYMENT

DEVELOPER'S PROPERTY	PAYMENT
1A	\$4,514,845
1B	\$297,665
2	\$1,624,424
3	\$159,961
4	\$286,528
6	\$313,642
7*	\$909,489
9	\$2,209,799
10	\$6,155,801
11	\$1,478,402
12A	\$189,327
12B	\$1,709,140
14	\$459,521
15	\$5,261,041
16	\$820,188
17	\$769,321
21	\$364,250
24	\$1,475,188
TOTAL	\$28,998,532

Note: Developer acknowledges and agrees for the benefit of all Participating Developers that, as the Land Payments above are received by the County and paid over to the Development Group, the Development Group shall pay the following amounts, on a pro rata basis, to the following Participating Developers:

8	\$13,405,718
19	\$15,393,823
23	\$198,991
TOTAL	\$28,998,532

* Note: Prior to Property 7's Land Payment, if the middle school and adjacent 6-acre park sites on Properties 7 and 10 are relocated to Property 5C pursuant to the Specific Plan, the Land Payment for Property 7 shall be increased to \$3,909,489.

EXHIBIT 2.5.5.5-B

**LAND PAYMENT ALLOCABLE TO
NON-PARTICIPATING PROPERTIES**

NON-PARTICIPATING DEVELOPER'S PROPERTY	PAYMENT
5A	\$2,074,213
5B	\$1,574,975
5C*	\$8,352,088
13	\$581,334
18	\$68,871
22	0
TOTAL	\$4,299,393

* Note: Prior to Property 5C's Land Payment, if the middle school and adjacent 6-acre park site on Properties 7 and 10 are relocated to Property 5C pursuant to the Specific Plan, the Land Payment for Property 5C shall be reduced to \$5,852,088.

EXHIBIT 3.3.6

FORM OF TEMPORARY CONSTRUCTION LICENSE

Recording Requested By and
When Recorded Mail To:

Attn: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT OF
TEMPORARY CONSTRUCTION LICENSE
(Placer Vineyards Specific Plan)

This Grant of Temporary Construction License ("License") is made as of this ____ day of _____, 200__, by [NAME OF DEVELOPER], a _____ ("Developer") to the COUNTY OF PLACER, a municipal corporation (County), with respect to the following facts:

Recitals

A. Developer is the owner of certain real property situated in unincorporated Placer County, California, within the development commonly referred to as Placer Vineyards Specific Plan, which property is more particularly described in Exhibit A attached hereto and incorporated hereby (hereafter referred to as the "Property").

B. Developer and County have previously entered into that certain agreement entitled "Development Agreement By and Between The County of Placer and _____, Relative to the Placer Vineyards Specific Plan" (hereinafter the "Development Agreement"), which Development Agreement was recorded against the Property on _____, 200__, as Document No. _____. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Development Agreement.

C. Pursuant to Section 3.3.6 of the Development Agreement, Developer agreed to grant to the County, with the right to assign to other Participating Developers or the Development Group, a temporary construction license to permit the construction, by other Participating Developers or the Development Group, of certain Core Backbone Infrastructure, Remaining Backbone Infrastructure, County Facilities, Permanent Drainage Facilities, community and neighborhood parks, and Trail Improvements within the Property, which improvements are more particularly described in the Development Agreement (collectively, the "Improvements"). The areas within which these Improvements may be installed have been or will be irrevocably offered for dedication to the County pursuant to Section 3.3.1 of the Development Agreement and are also more particularly described in Exhibit B attached hereto (collectively, the "Public Areas"). The description of the Public Areas in

Exhibit B is divided by reference to the specific Improvements that may be installed pursuant to this License within such portions of the Public Areas.

D. In satisfaction of its obligations under Section 3.3.6 of the Development Agreement, Developer desires to grant this License to the County, and the County is willing to accept this License, subject to the terms and conditions hereof.

Grant of Temporary Construction License

1. In consideration of the Development Agreement, Developer hereby grants to County a temporary right of entry on and over the Public Areas, together with the portion(s) of the Property within twenty-five feet (25') of such Public Areas, excluding however, any portions of such additional 25-foot area that would otherwise extend into any graded pads or improvements then constructed within the Property pursuant to the Development Agreement (collectively, the "Temporary Entry Area"). The purpose of this grant is to permit the construction and installation of the Improvements designated for the corresponding portions of the Public Areas described in Exhibit B.

2. This grant also includes a temporary right of entry over the Public Areas to maintain and repair each constructed Improvement until such Improvement is accepted for ownership and maintenance by the County.

Character of License

3. The License granted hereby is personal to the County, provided County shall have the right, pursuant to Paragraph 8 below, to assign this License to a Participating Developer(s) or the Development Group.

Description of License

4. The License granted hereby is a temporary right to enter upon the Temporary Entry Area, to store construction equipment and materials within the Temporary Entry Area, to cross over the Temporary Entry Area in connection with the construction of the applicable Improvements within the Public Areas, to perform construction and installation of the Improvements within the applicable Public Areas, and to access the Public Areas after completion of the Improvements to maintain such Improvements until acceptance by the County.

Compliance with All Laws

5. The construction of the Improvements shall comply with all applicable laws, rules and requirements of the County, and any other public entity with jurisdiction thereover, and with any applicable requirements of the Development Agreement.

Term

6. This License shall commence upon the recordation of this License in the Official Records of Placer County. This License shall terminate on the earlier of (i) completion of all Improvements designated in Exhibit B for construction within the Public Areas or (ii) twenty (20) years from the date of recordation of the Development Agreement (the "Term"). The Term of this License may be extended unilaterally by the County upon recordation by the County of a written notice of extension of this License, which notice shall certify that at the time of such extension, the Placer Vineyards DA Exhibit 3.3.6

Development Agreement or any other Development Agreement for another Participating Developer, is then in force and effect and an Improvement described in Exhibit B has not then been constructed within the applicable portion of the Public Areas.

Nonexclusive License

7. The right of entry granted in this License is nonexclusive. Developer retains the right to make any use of the Property that does not or will not interfere with the construction or maintenance of the Improvements.

Assignment of Agreement

8. Developer and County acknowledge that County does not intend to construct any of the Improvements pursuant to this License, but instead intends that the Improvements be constructed by the Developer, other Participating Developer(s), or the Development Group. To facilitate such construction by other Participating Developer(s) or the Development Group, after thirty (30) days written notice to Developer (which notice shall describe the Improvement(s) that are the subject of such notice), unless Developer has then commenced or responds that it will be commencing construction of the applicable Improvement(s) within 60 days of such notice, the County shall have the right under the Temporary Construction License to assign the license to any other Participating Developer(s) or the Development Group (the "County Assignee") to construct the Improvement(s) described in such notice.

Indemnity

9. The County shall have no indemnity obligations hereunder to Developer with respect to Improvements that are constructed by County Assignees. Furthermore, Developer acknowledges that the County may accept an IOD previously granted by Developer pursuant to the Development Agreement for purposes of constructing an Improvement, in which case such construction would not be pursuant to this License and the provisions of this License would not apply hereto. Only if County elects to construct an Improvement itself pursuant to this License, without first accepting the IOD related thereto, will County have any indemnity obligations hereunder to Developer.

If the County assigns this license to a County Assignee pursuant to Paragraph 8 above, then the County Assignee shall indemnify, protect, defend and hold harmless Developer for any loss, damage, claim or liability or costs (including reasonable attorneys fees) arising out of the County Assignee's, or the County Assignee's contractors, subcontractors, agents or employees (collectively, the "County Assignee Parties"), use of this License, including without limitation, any entry on the Property, construction of the Improvements, or maintenance of the Improvements pursuant to this License, unless such loss, damage, claim, liability or cost arises from the misconduct or negligence of Developer. In particular, and without limitation thereof, the County Assignee shall keep the Property free and clear of any and all mechanics', suppliers' and other similar liens arising out of or in connection with the construction of the Improvements by the County Assignee Parties, and shall pay and discharge when due any and all lawful claims upon which any lien may or could be based. In the event any such liens do attach to the Property, then the County Assignee shall, immediately upon written notice from Developer, post an appropriate bond or take such other actions as may be necessary to remove the effect of the lien(s). If any such lien(s) is not removed within thirty (30) days of Developer's written notice to do so, then notwithstanding the scheduled term hereof, this License shall be deemed terminated. The County Assignee's duties and obligations under this Paragraph 9 shall survive the expiration or sooner termination of this License.

Insurance

10. Prior to any entry pursuant to this License, the County Assignee shall obtain and maintain liability insurance (in the form of a Commercial General Liability Insurance policy), with a combined single limit of liability not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). Developer shall be named as an additional insured upon such insurance. Upon request of Developer, the County Assignee shall provide adequate proof of such insurance. Such insurance shall be provided by an insurer licensed to do business within the State of California and rated no less than B+ X by A.M. Best.

Miscellaneous

11. This License shall be governed by the laws of the State of California, without regard to conflicts of laws principles. Any action for breach of this License, or to enforce this License, shall be venued in Placer County Superior Court.

12. Should any legal action be brought by either party for breach of this License, or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

13. Any notice to be given by or to either party hereunder shall be given in the same manner as notice is required to be given in the Development Agreement.

14. The undersigned certify that they are fully authorized by the party whom they represent to enter into this License and able to legally bind such party hereto.

COUNTY:

DEVELOPER:

**COUNTY OF PLACER,
a political subdivision**

[NAME OF LEGAL OWNER OF PROPERTY]

a _____

By: _____

Chair, Board of Supervisors

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Board Clerk

APPROVED AS TO FORM:

By: _____
County Counsel

List of Exhibits

- Exhibit A Legal Description of Property
- Exhibit B Description of Public Areas for Designated Improvements

EXHIBIT 3.5

**PLACER VINEYARDS SPECIFIC PLAN
CORE BACKBONE INFRASTRUCTURE**

Road / Traffic Signal Improvements

<u>Road Segment / Location</u>	<u>Improvement</u>
Base Line Road – Newton Street to Walerga Road	Widen / reconstruct existing road to 4 lane section, including applicable intersection widening, with curb, gutter, and sidewalk on south side of street, and median landscaping.
Base Line Road – Pleasant Grove Road (E) to Newton Street	Widen / reconstruct existing road to 4 lane section, including applicable intersection widening, and median landscaping.
Base Line Road – Sutter County Intersection Improvements	
Watt Avenue – Placer County / Sacramento County Line to Base Line Road	Widen / reconstruct existing road to 4 lane section, including applicable intersection widening, and landscape median. Remove existing bridge and construct new bridge over Dry Creek. Construct sidewalk / trail on west side of street between West Dyer Lane and Base Line Road only.
Watt Avenue – Tolman Lane to Placer County / Sacramento County Line	Widen / reconstruct existing road to 4 lane section, including applicable intersection widening.
West Dyer Lane – Base Line Road to Watt Avenue	Construct 4-lane arterial road section with curb and gutter on both sides of street, sidewalk on north side of street only, and landscape median.
16 TH Street – West Dyer Lane to Base Line Road	Construct easterly half section of 4 lane arterial road section (2 lanes) with curb, gutter, and sidewalk on east side of street.
18 TH Street – Locust Road to West Dyer Lane	Construct 2-lane collector street with curb, gutter, and sidewalk on both sides of street.
Palladay Road / A Street – Fire Station Access	Construct 2 – 12 foot lanes with 2-foot AC shoulders.
Base Line Road / Walerga Road Intersection	Modify / reconstruct existing traffic signal

Base Line Road / Watt Avenue Intersection	Modify / reconstruct existing traffic signal
Base Line Road / 16 TH Street Intersection	Construct traffic signal
Base Line Road / West Dyer Lane Intersection	Construct traffic signal
Base Line Road / Locust Road Intersection	Construct traffic signal
Base Line Road / Pleasant Grove Road (East) Intersection	Construct traffic signal
Base Line Road / Pleasant Grove Road (West) Intersection	Construct traffic signal
Base Line Road / Natomas Road Intersection	Construct traffic signal
Watt Avenue / West Dyer Lane Intersection	Construct traffic signal
Watt Avenue / PFE Road Intersection	Construct traffic signal
Major Onsite Improvement	Construct Advanced Traffic Signal Operation System

Sanitary Sewer Improvements

<u>Road Segment / Location</u>	<u>Improvement</u>
Watt Avenue – West Dyer Lane to PFE Road	Construct 16” sanitary sewer force main and appurtenances.
West Dyer Lane – Base Line Road to Watt Avenue	Construct gravity trunk sewer system (w/ pipe sizes from 8” to 36”) and appurtenances. Construct 16” sanitary sewer force main and appurtenances.
16 TH Street – West Dyer Lane to Base Line Road	Construct gravity trunk sewer system (w/ pipe sizes from 8” to 15”) and appurtenances.
18 TH Street – Locust Road to West Dyer Lane	Construct gravity trunk sewer system (w/ pipe sizes from 8” to 10”) and appurtenances.
Locust Road	Construct gravity trunk sewer system (w/ pipe sizes from 12” to 42”) and appurtenances. Construct 16” sanitary sewer force main and appurtenances.

Outside Road Right-of-Way – Between West Dyer Lane and Locust Road	Construct gravity trunk sewer system (w/ pipe sizes from 8" to 42") and appurtenances. Construct 16" sanitary sewer force main and appurtenances.
Outside Road Right-of-Way – Adjacent to east side of Locust Road, north of 18 TH Street	Construct 7.33 MGD sanitary sewer lift station, appurtenances, including emergency storage facility.
PFE Road – Watt Avenue to Dry Creek Wastewater Treatment Plant	Construct 16" sanitary sewer force main and appurtenances including connection at the Dry Creek Wastewater Treatment Plant.

Water Improvements

<u>Road Segment / Location</u>	<u>Improvement</u>
Base Line Road – Watt Avenue to Walerga Road	Construct 24" water pipeline with service stubs and appurtenances.
Base Line Road – Newton Street to Watt Avenue	Construct 36" water pipeline with service stubs and appurtenances.
Watt Avenue – PFE Road to Base Line Road	Construct 24" water pipeline with service stubs and appurtenances.
West Dyer Lane – Base Line Road to Watt Avenue	Construct 16" water pipeline with service stubs and appurtenances.
16 TH Street – West Dyer Lane to Base Line Road	Construct 12" water pipeline with service stubs and appurtenances.
18 TH Street – Locust Road to West Dyer Lane	Construct 12" water pipeline with service stubs and appurtenances.
Palladay Road / A Street – Fire Station Access	Construct 16" water pipeline with service stubs and appurtenances.
3 Locations – A) Adjacent to south side of Base Line Road 5300 feet west of Watt Avenue, B) Adjacent to west side of Palladay Road 2500 feet south of Base Line Road, C) Adjacent to south side of West Dyer Lane 2900 feet east of 16 TH Street.	Construct 3.0 MG water storage tank and backup drought reliability system. (Total – 3 storage tanks)
PFE Road – Watt Avenue to Cook Riolo Road	Construct 16" water pipeline with service stubs and appurtenances.

Drainage Improvements

<u>Road Segment / Location</u>	<u>Improvement</u>
Base Line Road – Newton Street to Walerga Road	Construct gravity trunk storm drain collection system (w/ pipe sizes from 18” to 54”) including drop inlets, manholes, cross culverts, inlet structures, outlet structures, water quality facilities, and appurtenances.
Base Line Road – Pleasant Grove Road (E) to Newton Street	Construct gravity trunk storm drain collection system (w/ pipe sizes from 18” to 54”) including drop inlets, manholes, cross culverts, inlet structures, outlet structures, water quality facilities, and appurtenances.
Watt Avenue – Placer County / Sacramento County Line to Base Line Road	Construct gravity trunk storm drain collection system (w/ pipe sizes from 18” to 60”) including drop inlets, manholes, cross culverts, inlet structures, outlet structures, water quality facilities, and appurtenances.
Watt Avenue – Tolman Lane to Placer County / Sacramento County Line	Construct gravity trunk storm drain collection system (w/ pipe sizes from 18” to 48”) including drop inlets, manholes, cross culverts, inlet structures, outlet structures, water quality facilities, and appurtenances.
West Dyer Lane – Base Line Road to Watt Avenue	Construct gravity trunk storm drain collection system (w/ pipe sizes from 18” to 72”) including drop inlets, manholes, cross culverts, inlet structures, outlet structures, water quality facilities, and appurtenances.
16 TH Street – West Dyer Lane to Base Line Road	Construct gravity trunk storm drain collection system (w/ pipe sizes from 18” to 54”) including drop inlets, manholes, cross culverts, inlet structures, outlet structures, water quality facilities, and appurtenances.
18 TH Street – Locust Road to West Dyer Lane	Construct gravity trunk storm drain collection system (w/ pipe sizes from 18” to 54”) including drop inlets, manholes, cross culverts, inlet structures, outlet structures, water quality facilities, and appurtenances.

Recycled Water Improvements

<u>Road Segment / Location</u>	<u>Improvement</u>
Walerga Road – Adjacent to east side of road south of Dry Creek	Construct recycled water booster pump facility.
Walerga Road – South side of Dry Creek to Base Line Road	Construct 24” recycled water pipeline and appurtenances.

Base Line Road – Newton Street to Walerga Road	Construct 24" recycled water pipeline and appurtenances.
Watt Avenue – West Dyer Lane to Base Line Road	Construct 24" recycled water pipeline and appurtenances.
West Dyer Lane – Base Line Road to Watt Avenue	Construct 24" recycled water pipeline and appurtenances.
16 TH Street – West Dyer Lane to Base Line Road	Construct 24" recycled water pipeline and appurtenances.
18 TH Street – Locust Road to West Dyer Lane	Construct 12" recycled water pipeline and appurtenances.
Southwest corner of the West Dyer Lane / 16 TH Street intersection.	Construct recycled water storage tank and appurtenances. Construct recycled water booster pump station.

Dry Utility Improvements

<u>Road Segment / Location</u>	<u>Improvement</u>
Base Line Road – Newton Street to Walerga Road	Construct underground dry utility system including conduit, piping, substructures, and appurtenances for electric, telephone, gas, cable television, and streetlight systems, including removal and relocation of existing facilities.
Base Line Road – Placer County / Sutter County Line to Newton Street	Construct underground dry utility system including conduit, piping, substructures, and appurtenances for electric, telephone, gas, cable television, and streetlight systems, including removal and relocation of existing facilities.
Base Line Road – Sutter County Intersection Improvements	Construct underground dry utility system including conduit, piping, substructures, and appurtenances for electric, telephone, gas, cable television, and streetlight systems, including removal and relocation of existing facilities.
Watt Avenue – Placer County / Sacramento County Line to Base Line Road	Construct underground dry utility system including conduit, piping, substructures, and appurtenances for electric, telephone, gas, cable television, and streetlight systems, including removal and relocation of existing facilities.

West Dyer Lane – Base Line Road to Watt Avenue	Construct underground dry utility system including conduit, piping, substructures, and appurtenances for electric, telephone, gas, cable television, and streetlight systems, including removal and relocation of existing facilities.
16 th Street – West Dyer Lane to Base Line Road	Construct underground dry utility system including conduit, piping, substructures, and appurtenances for electric, telephone, gas, cable television, and streetlight systems, including removal and relocation of existing facilities.
18 th Street – Locust Road to West Dyer Lane	Construct underground dry utility system including conduit, piping, substructures, and appurtenances for electric, telephone, gas, cable television, and streetlight systems, including removal and relocation of existing facilities.

Miscellaneous Improvements

<u>Road Segment / Location</u>	<u>Improvement</u>
All areas of new construction.	Erosion control features including straw wattles, gravel bag inlet protection and hydroseeding.
Open space corridors.	Multi-purpose trail system.

Notes:

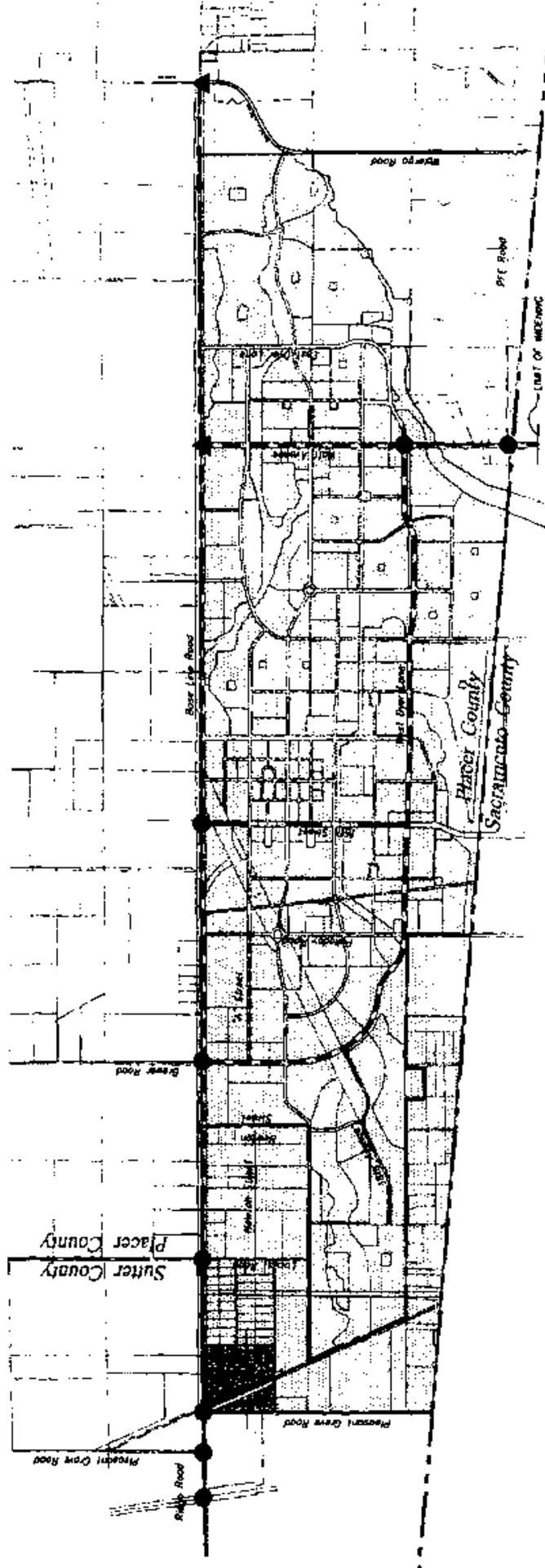
- All utility pipe, storage tank, and lift station sizes are based on preliminary conceptual designs and subject to change during final design and public agency approval process.

EXHIBIT 3-5
CORE BACKBONE INFRASTRUCTURE
PLACER VINEYARDS SPECIFIC PLAN

Placer County, California

LEGEND:

- ▲ Modified Existing Signal
- Construct New Signal
- 4 Lane road widening or construction
- 2 Lane road construction
- Fire station access
- (2-12' lanes w/ 2' A.C. shoulders)
- Specific Plan Area
- SPA Boundary



MACKAY & SOMPS
 CIVIL ENGINEERS, INC.
 600 DEWEY AVENUE, SUITE 200
 SACRAMENTO, CALIFORNIA 95811



CORE BACKBONE ROADWAY IMPROVEMENTS
SHEET 1 OF 5

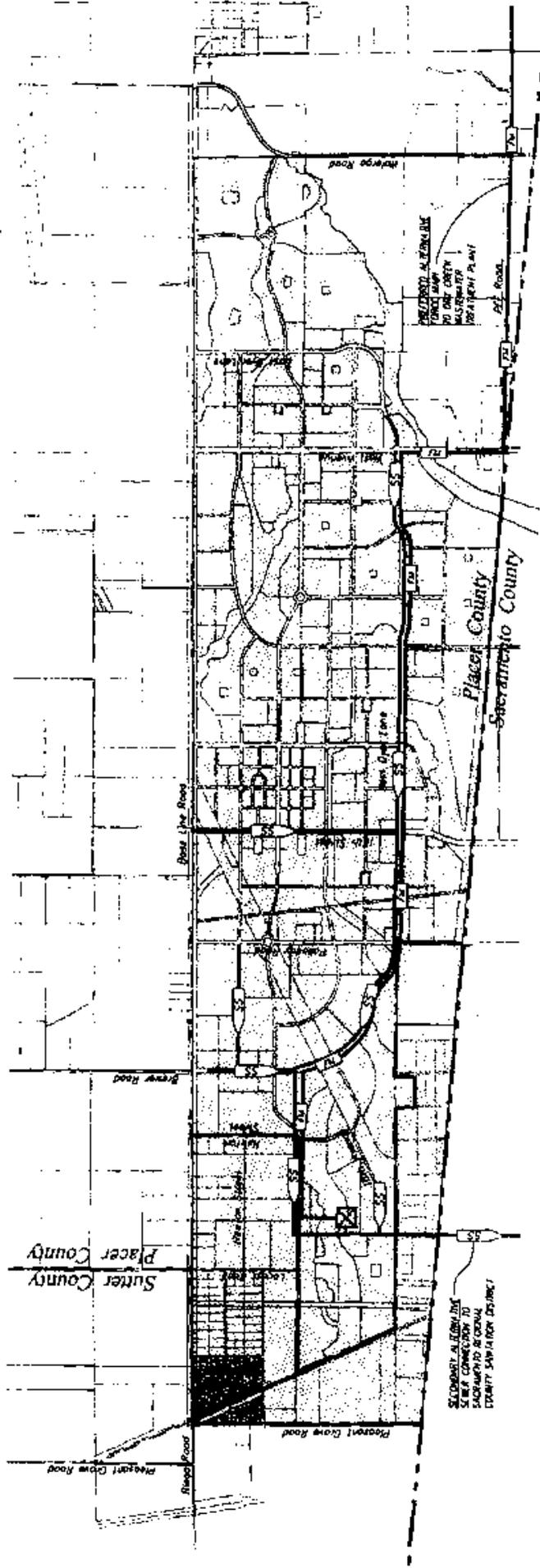
214

EXHIBIT 3-5 CORE BACKBONE INFRASTRUCTURE PLACER VINEYARDS SPECIFIC PLAN

Placer County, California

LEGEND:

-  Secondary Transmission Alternative
-  Preferred Transmission Alternative
-  Gravity Sewer
-  Sewer Lift Station
-  Specific Plan Area
-  SPA Boundary



PACKAY & SOMPS
 CIVIL ENGINEERS, INC.
 10000 SUTTER AVENUE, SUITE 200
 SACRAMENTO, CALIFORNIA 95828

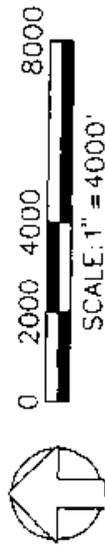
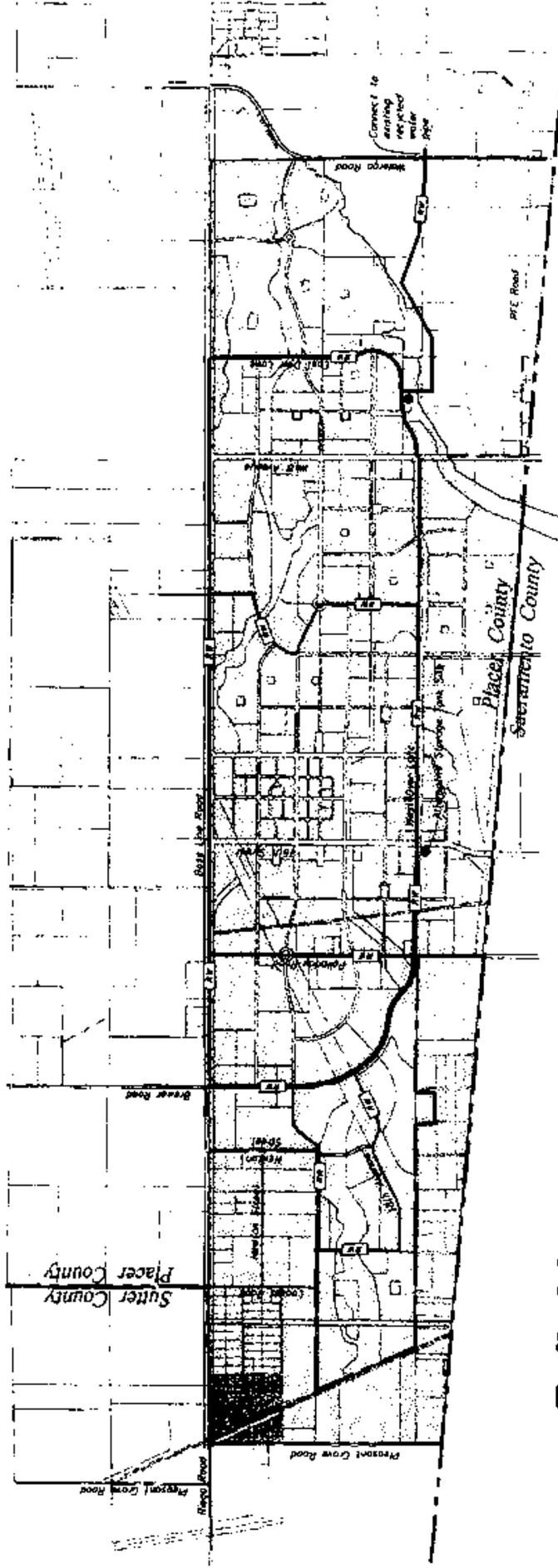


EXHIBIT 3-5
CORE BACKBONE INFRASTRUCTURE
PLACER VINEYARDS SPECIFIC PLAN

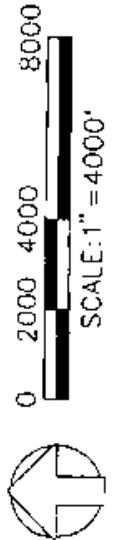
Placer County, California

LEGEND:

-  Recycled Water Line
-  Recycled Water Storage And Booster Pump
-  Specific Plan Area
-  SPA Boundary



BACKAY & SOMPS
 CIVIL ENGINEERS, INC.
 10000 SUTTER ROAD, SUITE 100
 SACRAMENTO, CALIFORNIA 95828



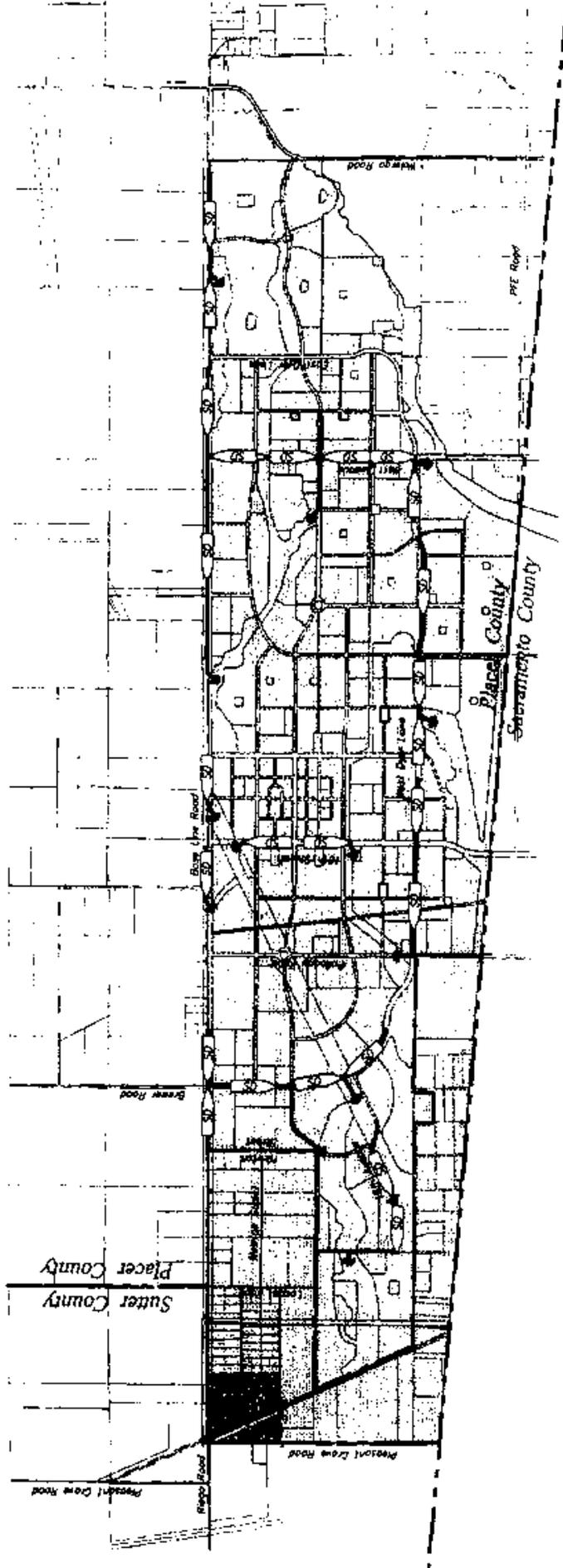
217

EXHIBIT 3-5
CORE BACKBONE INFRASTRUCTURE
PLACER VINEYARDS SPECIFIC PLAN

Placer County, California

LEGEND:

-  Storm Drain Pipeline
-  Specific Plan Area
-  SPA Boundary



BLACKAY & SOMPS
 CIVIL ENGINEERS, INC.
 2011 UNIVERSITY AVENUE, SUITE 100
 SACRAMENTO, CALIFORNIA 95833

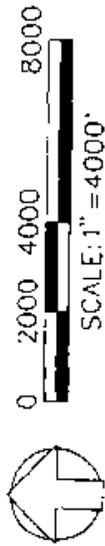


EXHIBIT 3.6

**PLACER VINEYARDS SPECIFIC PLAN
REMAINING BACKBONE INFRASTRUCTURE**

A. PERMIT-DRIVEN INFRASTRUCTURE

Road / Traffic Signal Improvements at 7,000th BP

<u>Road Segment / Location</u>	<u>Improvement</u>	<u>Commencement Of Construction</u>
Base Line Road – Watt Avenue to Walerga Road	Widen road to six-lane thoroughfare section, including applicable intersection widening, with curb and gutter on north side of street and with pedestrian overcrossing in location to be determined.	Building Permit for 7,000 th Residential Unit
East Dyer Lane – Watt Avenue to Baseline Road	Construct 4-lane arterial road section with curb and gutter on both sides of street, sidewalk on west side of street only, and median landscaping, to the extent not then constructed by adjacent Properties (i.e., Properties 1, 2, 3, 5A, 5B and 6).	Building Permit for 7,000 th Residential Unit
Watt Avenue – Placer County/Sacramento County Line to Base Line Road	Widen road to six-lane thoroughfare section, including applicable intersection widening, with curb and gutter on both sides of street.	Building Permit for 7,000 th Residential Unit
Watt Avenue – Tolman Lane to Placer County / Sacramento County Line	Widen road to six-lane thoroughfare section, including applicable intersection widening, with curb, gutter, and sidewalk on both sides of street.	Building Permit for 7,000 th Residential Unit
Base Line Road / Walerga Road Intersection	Modify / reconstruct existing traffic signal	Building Permit for 7,000 th Residential Unit
Base Line Road / Watt Avenue Intersection	Modify / reconstruct existing traffic signal	Building Permit for 7,000 th Residential Unit
Watt Avenue / West Dyer Lane Intersection	Modify / reconstruct existing traffic signal	Building Permit for 7,000 th Residential Unit
Watt Avenue / PFE Road Intersection	Modify / reconstruct existing traffic signal	Building Permit for 7,000 th Residential Unit

Road / Traffic Signal Improvements at 10,000th BP

<u>Road Segment / Location</u>	<u>Improvement</u>	<u>Commencement Of Construction</u>
Base Line Road – Pleasant Grove Road (E) to Watt Avenue	Widen road to six-lane thoroughfare section, including applicable intersection widening, with curb and gutter on both sides of street.	Building Permit for 10,000 th Residential Unit
Base Line Road / 16 TH Street Intersection	Modify / reconstruct existing traffic signal	Building Permit for 10,000 th Residential Unit
Base Line Road / West Dyer Lane Intersection	Modify / reconstruct existing traffic signal	Building Permit for 10,000 th Residential Unit
Base Line Road / Locust Road Intersection	Modify / reconstruct existing traffic signal	Building Permit for 10,000 th Residential Unit
Base Line Road / Pleasant Grove Road (East) Intersection	Modify / reconstruct existing traffic signal	Building Permit for 10,000 th Residential Unit
Base Line Road / Pleasant Grove Road (W) Intersection	Modify / reconstruct existing traffic signal	Building Permit for 10,000 th Residential Unit
16 TH Street – from West Dyer Lane to Sacramento County	Construct 4-lane arterial road section with curb and gutter on both sides of street, sidewalk on west side of street only, and median landscaping.	Building Permit for 10,000 th Residential Unit
Palladay Road – from West Dyer Lane to Sacramento County	Construct 4 lane arterial road section (or balance of such section) with curb, gutter and sidewalk on both sides of street, and median landscaping.	Building Permit for 10,000 th Residential Unit
Locust Road – from 18 th Avenue to Sacramento County	Construct 4 lane arterial road section with curb, gutter and sidewalk on both sides of street, and median landscaping.	Building Permit for 10,000 th Residential Unit

B. PROJECT-SPECIFIC INFRASTRUCTURE

Road Improvements

<u>Road Segment/ Location</u>	<u>Affected Properties</u>	<u>Improvement</u>	<u>Commencement Of Construction</u>
East Dyer Lane – Within Property	1A, 1B, 2, 3, 5B and 6	Within Property, construct 4-lane arterial road section with curb and gutter on both sides of street, sidewalk on west side of street only, and median landscaping.	1A: First Small-Lot Final Map West of North / South Entry Road from Base Line Road 1B, 2, 5B and 6: First Small-Lot Final Map within Property 3: First Street Connection to East Dyer Lane
East Dyer Lane – Extension to Either Watt Avenue or Base Line Road	2	Construct extension of 4-lane arterial road section to either Watt or Base Line with curb and gutter on both sides of street, sidewalk on west side of street only, and median landscaping.	First Small-Lot Final Map within Property
East Dyer Lane – Watt Avenue to Base Line Road	1A, 1B, 2, 5A and 5B	Construct balance of 4-lane arterial road section from Watt Avenue to Base Line Road with curb and gutter on both sides of street, sidewalk on west side of street only, and median landscaping.	Small-Lot Final Map(s) creating 800 th lot within Properties 1A, 1B, 2, 5A and 5B
16 TH Street - West Dyer Lane to Base Line Road	15	Construct westerly half of 4-lane arterial road section (2 lanes) with curb and gutter on west side of street, and median landscaping.	Small-Lot Final Map or Building Permit for portion of Property 15 east of 17 th Street
16 TH Street - from West Dyer Lane to Sacramento County	9 and 16	Construct 4-lane arterial road section with curb and gutter on both sides of street, sidewalk on west side of street only, and median landscaping.	9: First Small-Lot Final Map within Portion of Property 9 west of Property 11 16: First Small-Lot Final Map east of Powerlines

Palladay Road - Within Property	17	Construct easterly half section of 4 lane arterial road section (2 lanes) with curb, gutter and sidewalk on east side of street along Property 17.	First Small-Lot Map
Palladay Road - from West Dyer Lane to Sacramento County	16	Construct easterly half section of 4 lane arterial road section (2 lanes) with curb, gutter and sidewalk on east side of street.	First Street Connection to Palladay Road
Watt Avenue - Baseline Road to Sacramento County Line	3, 4, 5A, 5B, 5C, 6, 7 and 8	Widen half section to three lanes, along frontage of adjacent Property	Improvement Plans for Adjacent Non-Residential or Small-Lot Final Map for Adjacent Residential Property

Sanitary Sewer Improvements

<u>Road Segment / Location</u>	<u>Improvement</u>	<u>Commencement Of Construction</u>
East Dyer Lane - Base Line Road to Watt Avenue	Construct gravity trunk sewer system (w/ pipe sizes from 8" to 18") and appurtenances.	Concurrent with East Dyer Lane road construction
Outside Road Right-Of-Way - Between East Dyer Lane and Lift Station on adjoining project south of Dry Creek (Riolo Vineyards - proposed)	Construct 18" gravity trunk sewer pipe and appurtenances, including bore and jack crossing beneath Dry Creek.	Concurrent with East Dyer Lane road construction, unless solely permit-driven
Outside Road Right-of-Way - On adjoining project south of Dry Creek (Riolo Vineyards - proposed).	Construct 1.62 MGD sanitary sewer lift station, appurtenances, including emergency storage facility.	Concurrent with East Dyer Lane road construction, unless solely permit-driven
Outside Road Right-of-Way - Adjacent to southerly side of Dry Creek - Between Lift Station and connection point east of Walerga Road	Construct 12" sanitary sewer force main and appurtenances, including connection to existing force main stub located east of Walerga Road, south of Dry Creek.	Concurrent with East Dyer Lane road construction, unless solely permit-driven

Water Improvements

<u>Road Segment / Location</u>	<u>Improvement</u>	<u>Commencement Of Construction</u>
East Dyer Lane – Watt Avenue to Base Line Road	Construct 12" water pipeline with service stubs and appurtenances.	Concurrent with East Dyer Lane road construction

Drainage Improvements

<u>Road Segment / Location</u>	<u>Improvement</u>	<u>Commencement Of Construction</u>
East Dyer Lane – Watt Avenue to Base Line Road	Construct gravity trunk storm drain collection system (w/ pipe sizes from 18" to 54") including drop inlets, manholes, cross culverts, inlet structures, outlet structures, water quality facilities, and appurtenances.	Concurrent with East Dyer Lane road construction

Dry Utility Improvements

<u>Road Segment / Location</u>	<u>Improvement</u>	<u>Commencement Of Construction</u>
East Dyer Lane – Watt Avenue to Base Line Road	Construct underground dry utility system including conduit, piping, substructures, and appurtenances for electric, telephone, gas, cable television, and streetlight systems, including removal and relocation of existing facilities.	Concurrent with East Dyer Lane road construction

C. AS-WARRANTED INFRASTRUCTURE

Road / Traffic Signal Improvements

<u>Road Segment / Location</u>	<u>Improvement</u>	<u>Commencement Of Construction</u>
Base Line Road / 9 TH Street Intersection	Construct traffic signal	As needed based on signal warrants
Base Line Road / East Dyer Lane Intersection	Construct traffic signal	As needed based on signal warrants

Base Line Road / 11 TH Street Intersection	Construct traffic signal	As needed based on signal warrants
Base Line Road / 12 TH Street Intersection	Construct traffic signal	As needed based on signal warrants
Base Line Road / 14 TH Street Intersection	Construct traffic signal	As needed based on signal warrants
Base Line Road / Palladay Road Intersection	Construct traffic signal	As needed based on signal warrants
Walerga Road / West Town Center Drive Intersection	Construct traffic signal	As needed based on signal warrants
East Dyer Lane / A Street Intersection	Construct traffic signal	As needed based on signal warrants
East Dyer Lane / West Town Center Drive Intersection	Construct traffic signal	As needed based on signal warrants
Watt Avenue / A Street Intersection	Construct traffic signal	As needed based on signal warrants
Watt Avenue / West Town Center Drive Intersection	Construct traffic signal	As needed based on signal warrants
Watt Avenue / Oak Street Intersection	Construct traffic signal	As needed based on signal warrants
West Dyer Lane / A Street Intersection	Construct traffic signal	As needed based on signal warrants
West Dyer Lane / East Town Center Drive	Construct traffic signal	As needed based on signal warrants
West Dyer Lane / 18 TH Street Intersection	Construct traffic signal	As needed based on signal warrants
West Dyer Lane / Palladay Road Intersection	Construct traffic signal	As needed based on signal warrants
West Dyer Lane / 16 TH Street Intersection	Construct traffic signal	As needed based on signal warrants

West Dyer Lane / Tanwood Avenue Intersection	Construct traffic signal	As needed based on signal warrants
West Dyer Lane / 11 TH Street Intersection	Construct traffic signal	As needed based on signal warrants
Palladay Road / A Street Intersection	Construct traffic signal	As needed based on signal warrants
16 TH Street / A Street Intersection	Construct traffic signal	As needed based on signal warrants
14 TH Street / A Street Intersection	Construct traffic signal	As needed based on signal warrants
12 TH Street / A Street Intersection	Construct traffic signal	As needed based on signal warrants

Sanitary Sewer Improvements - NA

Water Improvements

<u>Road Segment / Location</u>	<u>Improvement</u>	<u>Commencement Of Construction</u>
2 Locations – A) Adjacent to west side of East Dyer Lane 1800 feet south of A Street, b) Adjacent to west side of Palladay Road 1800 feet south of A Street	Construct 3.0 MG water storage tank and backup drought reliability system.	As required by PCWA

Drainage Improvements - NA

Dry Utility Improvements - NA

Notes:

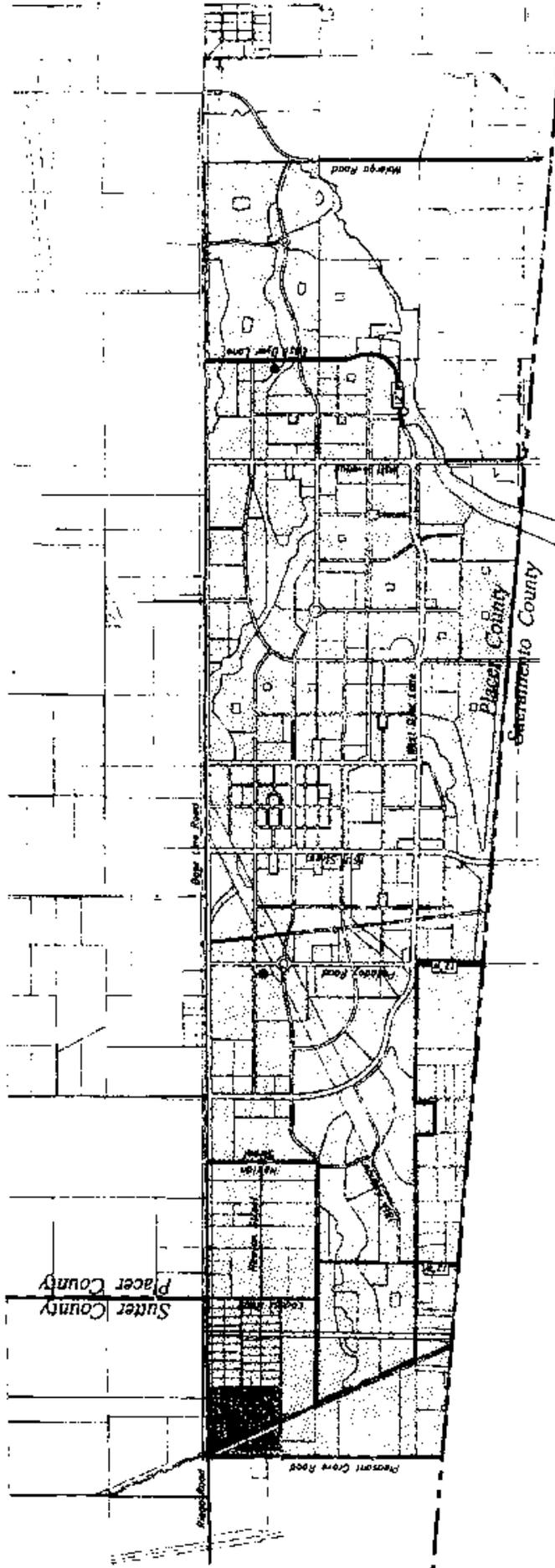
- All utility pipe, storage tank, and lift station sizes are based on preliminary conceptual designs and are subject to change during final design and public agency approval process.
- Number of building permits for residential units shall exclude permits for model homes, but shall include building permits for single family, multi-family and mixed use residential units.

EXHIBIT 3-6
REMAINING BACKBONE INFRASTRUCTURE
PLACER VINEYARDS SPECIFIC PLAN

Placer County, California

LEGEND:

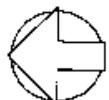
-  Potable Water Line
-  Water Storage
-  Specific Plan Area
-  SPA Boundary



DACKAY & SOMPS
 CIVIL ENGINEERS INC.
 One Belmont Street, Suite 200
 Sacramento, California



SCALE: 1" = 4000'



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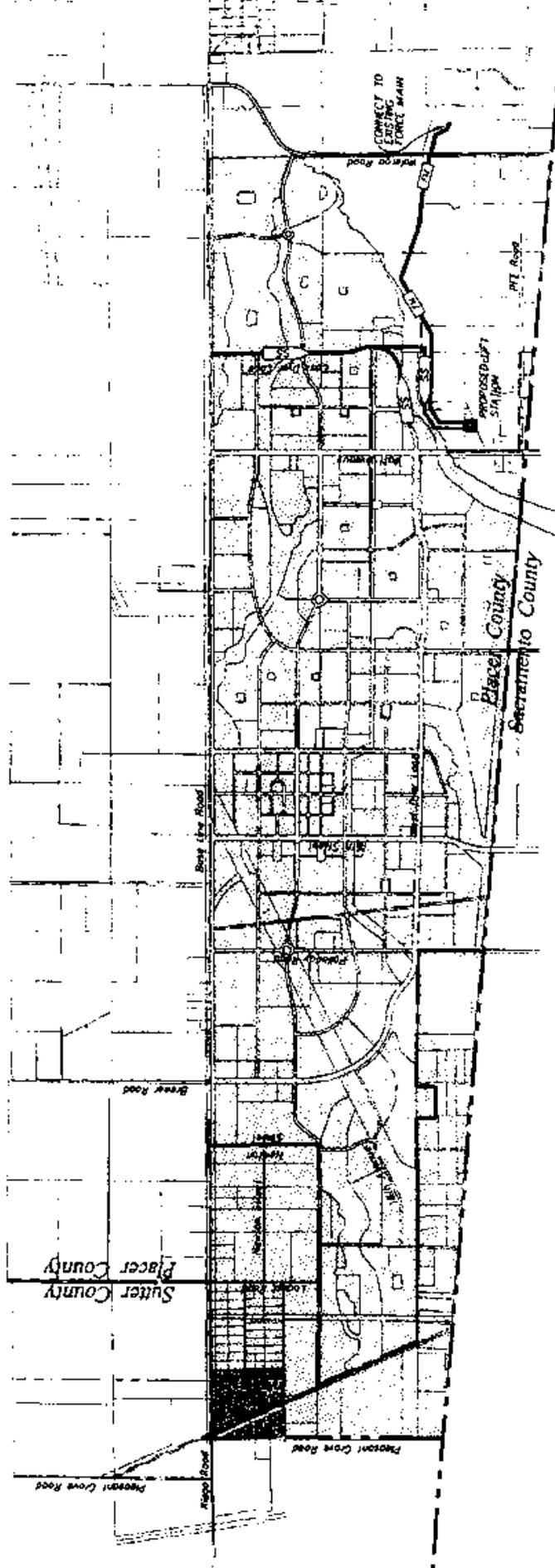
EXHIBIT 3-6

REMAINING BACKBONE INFRASTRUCTURE PLACER VINEYARDS SPECIFIC PLAN

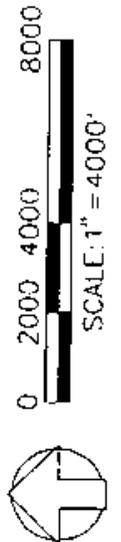
Placer County, California

LEGEND:

-  Gravity Sewer
-  Force Main
-  Specific Plan Area
-  SPA Boundary



MACKAY & SOMPS
CIVIL ENGINEERS, INC.
ONE COURTNEY WAY, SUITE 200
ROSELAND, CALIFORNIA 95742



228

EXHIBIT 3.7.1

**PLACER VINEYARD
SECONDARY ROAD OBLIGATIONS**

Properties East of Watt Avenue

Property	Improvement	Timing
1A	Two Points of Access	As required by Map Conditions
1B	Two Points of Access	As required by Map Conditions
2	Two Points of Access: either (i) provide two points of access to East Dyer Lane (4 lane road), or (ii) connect to public streets in Property 1 which would provide a connection to either Base Line Road or Walerga Road	First Small-Lot Map
3	Two Points of Access	As required by Map Conditions
5A	Two Points of Access	As required by Map Conditions
5B	Two Points of Access	As required by Map Conditions
6	Two Points of Access	As required by Map Conditions

Properties West of Palladay Road

Property	Improvement	Timing
19	Palladay Road, widening to full width, from Street Connection to either Base Line Road or West Dyer Lane	First Street Connection to Palladay Road
	Palladay Road, widening to full width, for remainder of Palladay Road between Base Line Road and West Dyer Lane	Second Street Connection to Palladay Road
	West Town Center Drive or A Street, full width, from West Dyer Lane to Palladay Road	First Small-Lot Map north of existing powerlines and east of West Dyer Lane, excluding Existing Parcels adjacent to West Dyer Lane and north of West Town Center Drive

	Town Center Drive: Extension from Palladay Road to 16 th Street	Small-Lot Map creating 1500 th Lot within Property and improvements constructed or bonded for construction
	Locust Road: Shoulder widening from West Town Center Drive to Base Line Road	First Street Connection to Locust Road
	Two Points of Access	As required by Map Conditions
21	Two Points of Access	As required by Map Conditions
23	Locust Road or West Town Center Drive: Extension to Property	First Small-Lot Map
	Locust Road: Shoulder Widening from West Town Center Drive to Base Line Road	First Small-Lot Map
	Two Points of Access	As required by Map Conditions
24	Locust Road or West Town Center Drive: Extension to Property	First Small-Lot Map
	Locust Road: Shoulder Widening from West Town Center Drive to Base Line Road	First Small-Lot Map
	Two Points of Access	As required by Map Conditions

Properties South of West Dyer

Property	Improvement	Timing
8	Two Points of Access	As required by Map Conditions
9	Two Points of Access	As required by Map Conditions
11	Two Points of Access	As required by Map Conditions
16	Two Points of Access	As required by Map Conditions
17	Two Points of Access	As required by Map Conditions

Properties East of Palladay/North of West Dyer/West of 16th

Property	Improvement	Timing
14	Palladay Road, widening to full width, from Base Line Road to Town Center Drive	First Small-Lot Map

	Town Center Drive, full width, within Property 14	First Small-Lot Map
	Two Points of Access	As required by Map Conditions
15	Palladay Road, widening to full width, from Street Connection to Base Line Road or West Dyer Lane	First Street Connection to Palladay Road
	South Town Center Drive, full width, from Palladay Road to 16 th Street	First Street Connection to South Town Center Drive
	Town Center Drive, full width, from Palladay Road to 16 th Street	First Small-Lot Map north of South Town Center Drive
	Two Points of Access	As required by Map Conditions

Properties East of 16th/North of West Dyer/West of 14th

Property	Improvement	Timing
12A	14 th Street, two lanes (including adjacent Frontage Improvements), from Town Center to South Town Center	First Small-Lot Map between Town Center and South Town Center
	14 th Street, two lanes (including adjacent Frontage Improvements), from Town Center to Baseline	First Small-Lot Map or Building Permit north of Town Center
	Town Center Drive, full width, from 16 th Street to 14 Street	First Small-Lot Map
	Two Points of Access	As required by Map Conditions
12B	14 th Street, two lanes (including adjacent Frontage Improvements), from West Dyer Lane to South Town Center Drive	First Small-Lot Map
	Two Points of Access	As required by Map Conditions

Properties East of 14th/North of West Dyer/West of Watt

Property	Improvement	Timing
4	Two Points of Access	As required by Map Conditions
5C	East Town Center Drive, full width, from	First Small-Lot Map north of Oak

	12 th Street to Watt Avenue	Street
	Two Points of Access	As required by Map Conditions
7	Town Center Drive, full width, from 14 th Street to 12 th Street	First Small-Lot Map south of A Street or First Street Connection to Tanwood Avenue
	14 th Street 2 lanes, including frontage along Property from Town Center Drive to Base Line Road	First Street Connection to 14 th Street
	Tanwood Avenue, full width, from Street Connection to Town Center Drive	As street connections are made to Tanwood Avenue
	Tanwood Avenue/A Street, full width, within balance of Property and Creek Crossing connecting A Street to Property 4	Small-Lot Map that creates more than 50% of the number of single family lots planned for the Property and Completion of A Street (including A Street/R Avenue intersection) within Property 4 by Property 4 Owner or construction thereof then commenced and bonds posted for its completion
10	14 th Street, 2 lanes, including frontage along Property, from South Town Center to West Dyer Lane	First Street Connection south of South Town Center Drive
	14 th Street, 2 lanes, including frontage along Property, from Street Connection to either Base Line Road or West Dyer Lane	First Street Connection north of South Town Center Drive
	Two Points of Access	As required by Map Conditions

**Additional Secondary Road Improvements
Affecting All Properties**

Properties	Improvement	Timing
All Properties	Public Parcel (County Facilities Sites, Schools, Parks, Water Tanks, Open space), Full Width Frontage Improvements	Improvement Plans for adjacent non-residential or Small-Lot Map on adjacent residential parcel (with limits of frontage improvements specified by improvement plans or map conditions).

EXHIBIT 3.10.2.2

COUNTY FACILITIES TIMING

TOWN CENTER			
	Programmed Facility Size/SF¹	Location	Timing² (construction commenced)
GOVERNMENT CENTER (General Government, Land Use, HHS, Public Works)			
Interim Facility	2,500 / 0.3 acres	TBD	first RBP
Phase 1 Facility and FFE ³	17,000	Town Center	7,000 RBP
Phase 2 Facility and FFE	15,500	Town Center	12,000 RBP
Facilities Total:	32,379		
SHERIFF			
	Size/SF	Location	Timing² (facilities completed)
Service Center-Interim, FFE, Service Equip. & Vehicles	2500-interim	Town Center	first RBP
Phase 1 - Permanent Facility, FFE, Service Equip. & Vehicles	7,000	Town Center	3,200 RBP
Phase 2 - Permanent Facility, FFE, Service Equip. & Vehicles	12,000	Town Center	7,000 RBP
Facilities Total:	19,000		
LIBRARY			
	Size/SF	Location	Timing (construction commenced)
Phase 1 Permanent Facility and FFE	7,500	Town Center	3,000 RBP ⁴
Phase 2 Permanent Facility and FFE	18,000	Town Center	10,000 RBP
Facilities Total:	25,500		
Phase 1 Collection	50,125	Town Center	3,000 RBP
Phase 2 Collection	70,125	Town Center	10,000 RBP
Collection Total:	120,250		
FIRE SERVICE			
	Size/SF	Location	Timing (construction commenced)
Admin Services Building	750	Town Center	12,000 RBP
Service Equip. & Vehicles-Admin. Services		Town Center	12,000 RBP
TRANSIT			
	Vehicles/Facility	Location	Timing (construction commenced)
Transit-Phase 1 Vehicles, Bus Stops & Equipment	2 Buses	Corp Yard	1,000 RBP
Transit-Phase 2 Vehicles, Bus Stops & Equipment	4 Buses and Commuter Bus	Corp Yard	2,500 RBP
Transit-Phase 3 Vehicles, Bus Stops & Equipment	4 Buses, Support Vehicle and 2 Vans	Corp Yard	5,000 RBP
Transit-Phase 4 Vehicles, Bus Stops & Equipment	2 Buses	Corp Yard	7,000 RBP

WESTERN FIRE FACILITY		Size/SF	Location	Timing (facilities completed)	
Interim Western Fire Facility		10,000	TBD ⁵	first RBP	
Service Equip. & Vehicles – Interim – Advance Funding for Ordering				1 1/2 years prior to anticipated date for first RBP	
Western Station 3 bays (Perm)		12,500	Palladay Rd. & A St.	1 1/2 years after first RBP	
Service Equip. & Vehicles-Perm – Advance Funding for Ordering				first RBP	
EASTERN FIRE FACILITY		Size/SF	Location	Timing (facilities completed)	
Interim "East" Fire Facilities		10,000	East Town Center Dr.	1 1/2 years after first RBP	
Service Equip. & Vehicles-Interim – Advance Funding for Ordering				first RBP	
Eastern Station (4 bays) (Perm)		12,500	East Town Center Dr.	5,000th RBP	
Service Equip. & Vehicles-Perm – Advance Funding for Ordering				1 1/2 years prior to anticipated Station opening	
CORPORATION YARD		Size/SF	Site/Acres	Location	Timing (construction commenced)
FIRE SERVICE					
General Training Facility and Service Equipment		3,000		Corp Yard	7,000th RBP
Maintenance Facility and Service Equipment		1,000		Corp Yard	7,000th RBP
Training Classrooms & Evolution Areas			2.0	Corp Yard	7,000th RBP
Facilities Total:		4,000	2.0		
PUBLIC WORKS					
Transit					
Transit-Yard			0.4	Corp Yard	1,000 RBP
CNG Fueling Facility				Corp Yard	2,500 RBP
Transit-Office and FFE		4,000		Corp Yard	5,000 RBP
Transit- Phase 1 Indoor Maintenance		2,000		Corp Yard	5,000 RBP
Transit- Phase 2 Indoor Maintenance		1,072		Corp Yard	12,000 RBP
Facilities Total:		7,072	0.4		
Fleet					
Fleet Services -Yard			1.5	Corp Yard	5,000 RBP
Fleet Services –Phase 1 Indoor Maintenance, Equip. & Vehicles		2,000		Corp Yard	5,000 RBP
Fleet Services – Phase 2 Indoor Maintenance, Equip. & Vehicles		1,000			12,000 RBP
Facilities Total:		3,000	1.5		

Roads				
Roads- Phase 1 Yard Equip. & Vehicles		2.0	Corp Yard	5,000 RBP
Roads- Phase 2 Yard Equip. & Vehicles		2.0	Corp Yard	12,000 RBP
Facilities Total:		4.0		
SHERIFF				
Office (share w/Fleet Services) and FFE	150		Corp Yard	7,000 RBP
Yard (parking)		0.022	Corp Yard	7,000 RBP
Covered Parking	480		Corp Yard	7,000 RBP
Facilities Total:	630	0.022		
FACILITY SERVICES				
Special Districts (SD) – Phase 1 Yard		1.6	Corp Yard	1,000 RBP
SD-Phase 1 Office/Shop (shared w/Transit) and FFE	2,500		Corp Yard	3,000 RBP
SD-Phase 1 Indoor Storage	833		Corp Yard	3,000 RBP
SD-Phase 1 Covered Parking	167		Corp Yard	3,000 RBP
SD-Phase 2 Yard		1.5	Corp Yard	4,000 RBP
SD-Phase 2 Office/Shop and FFE	2500		Corp Yard	4,000 RBP
SD-Phase 2 Indoor Storage	833		Corp Yard	4,000 RBP
SD-Phase 2 Covered Parking	167		Corp Yard	4,000 RBP
SD-Phase 3 Yard		1.5	Corp Yard	5,000 RBP
SD-Phase 3 Office/Shop and FFE	2500		Corp Yard	5,000 RBP
SD-Phase 3 Indoor Storage	833		Corp Yard	5,000 RBP
SD-Phase 3 Covered Parking	167		Corp Yard	5,000 RBP
Facilities Total:	10,500	4.6		
PLANNING				
Landscape and setback buffers		2.1	Corp Yard	1,000 RBP
DEVELOPER CONTRIBUTIONS				Timing (payment due)
Interim Library Facilities – per Section 3.10.4				First RBP
Regional Fire Safety Training Facility – per Section 3.10.5				5,000 RBP
Transit Center – per Section 3.10.6				5,000 RBP
Notes:				
1. Facility sizes are based upon preliminary programming performed in conjunction with approval of the Specific Plan. Final size will be determined in the County Facilities Master Plan per Sec. 3.10.1.				
2. RBP used to indicate issuance of building permits for the specified number of residential Dwelling Units. Note distinction between 'construction commenced' and 'facilities completed'. 'Construction commenced' means all preliminary planning, permitting and contracts completed and construction commences. 'Facilities completed' means that all aspects of the facilities are complete inclusive of fixtures, furnishings, equipment and vehicles as applicable.				
3. FFE indicates Fixtures, Furnishings & Equipment.				
4. Permanent Phase 1 Library Facilities at the 3,000 BP or comparable facilities as approved by County				
5. An interim fire station, in a permanent facility, is possible; however, the details, general size, design and location to be determined.				

EXHIBIT 3.13.4

PARK FACILITIES TIMING

	Programmed Park/Facility Size/SF ¹	Location	Timing ² (construction commenced)
Pocket Parks	39 ac	Various	Max 200 BP per Subdivision
Neighborhood Parks (inc tr & shelter)	75.5 ac	Various	Per DA
Town Center			
Community Center	28,000	Town Center	7,000 RBP
Community Center Park	5 ac	Town Center	7,000 RBP
Town Center Green	3.5 ac	Town Center	7,000 RBP
Eastern Community Park			
Phase 1 Park Development	20 ac	Dyer/Watt	700 RBP
Phase 1 lighted Fields	4		700 RBP
Yard/Shop (inc furnishings & maintenance equip)	3,000		700 RBP
Recreation Center	8,000		700 RBP
Phase 2 Park Development	12 ac		4,000 RBP
Skate Park			4,000 RBP
Aquatic Center			10,000 RBP
Western Community Park			
Phase 1 Park Development	20 ac	Dyer/Town Center Dr	8,000 RBP
Phase 1 lighted fields	4		8,000 RBP
Yard/Shop (inc furnishings & maintenance equip)	3,000		8,000 RBP
Gymnasium	12,000		9,000 RBP
Phase 2 Park Development	14 ac		11,500 RBP
Senior Center	8,000		11,500 RBP
Youth Center	8,000		11,500 RBP
Possible Skate Park			11,500 RBP
Private Parks (22 total acres; qualifies as 11 acres)	11 ac	Various	Each Phase
Onsite Trails	44.26 mi ³	Various	Each Subdivision
Offsite Trails	0.5 mi ³		With Backbone Infrastructure
Dry Creek Corridor Trail	2.37 mi	Dry Creek Open Space	Recordation of first small lot final map for Property 1A or Property 2

Note:

1. Facility sizes are based upon preliminary programming performed in conjunction with approval of the Specific Plan. Final size will be determined in the Parks Master Plan per Sec. 3.13.1.
2. R BP used to indicate issuance of building permits for the specified number of residential Dwelling Units. 'Construction commenced' means all preliminary planning, permitting and contracts completed and construction commences.
3. Precise distances to be determined

**EXHIBIT 7.11
FORM OF DEVELOPMENT AGREEMENT ASSIGNMENT**

Recording Requested By and
When Recorded Mail To:

Attn: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO
PLACER VINEYARDS DEVELOPMENT AGREEMENT
(Property _____)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 20____, by and between [NAME OF DEVELOPER], a _____ (hereinafter "Developer"), and [NAME OF PURCHASER], a _____ (hereinafter "Assignee"), with respect to the following facts:

RECITALS

A. On _____, 2006, the County of Placer and Developer entered into that certain agreement entitled "Development Agreement By and Between The County of Placer and _____ Relative to the Placer Vineyards Specific Plan " (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed that development of certain property more particularly described in the Development Agreement (hereinafter, the "Property") would be subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Placer County on _____, 200____, as Document No. _____.

B. Developer intends to convey a portion of the Property to Assignee, as identified in Exhibit A attached hereto and incorporated herein by this reference (hereinafter, the "Assigned Parcel(s)").

C. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, Developer and Assignee hereby agree as follows:

1. Assignment. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s). Developer retains all the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to all other property within the Property owned by Developer.

2. Assumption. Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s).

3. Release and Substitution. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Developer shall be released from any and all obligations under the Development Agreement arising from and after the effective date of this transfer with respect to the Assigned Parcel(s) and that Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcels.

4. Binding on Successors. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. Notice Address. The Notice Address described in the Exhibit "B" list of Participating Developers for Developer with respect to the Assigned Parcel(s) shall be:

{Name of Assignee}

Attn: _____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:

ASSIGNEE:

[NAME OF ASSIGNOR],

[NAME OF ASSIGNEE],

a _____

a _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

