

# **ATTACHMENT 7**

**Before the Board of Supervisors  
County of Placer, State of California**

**In the matter of: AN ORDINANCE ADOPTING  
A DEVELOPMENT AGREEMENT FOR THE  
PROPERTY COMPRISING THE  
REGIONAL UNIVERISTY SPECIFIC PLAN**

**Ordinance No. \_\_\_\_\_**

**The following ordinance was duly passed by the Board of Supervisors  
of the County of Placer at a regular meeting held on November 4, 2008,  
by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Signed by me after its passage**

\_\_\_\_\_  
**Jim Holmes, Chair  
Board of Supervisors**

**Attest:**

\_\_\_\_\_  
**Ann Holman  
Clerk of said Board**

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**THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER HEREBY FINDS  
THE FOLLOWING RECITALS ARE TRUE AND CORRECT:**

1. On September 25, 2008, the Placer County Planning Commission ("Planning Commission") held public hearings pursuant to Section 17.58.240(A) of the Placer County Code to consider, among other land use approvals related to the Regional University Specific Plan ("Specific Plan"), a development agreement (the "Development Agreement") by and between the County of Placer ("County") and Angelo K. Tsakopoulos, William C. Cummings and Placer 2780, the landowners owning the property within the boundaries of the Specific Plan, and the Planning Commission has made written recommendations to the Board.
2. On November 4, 2008, the Board held a noticed public hearing pursuant to Section 17.58.240(B) of the Placer County Code to consider the recommendations of the Planning Commission, and to receive public input regarding the approval of the Development Agreement and this ordinance.
3. Having considered the recommendations of the Planning Commission, having reviewed the Development Agreement and the Regional University Specific Plan and related entitlements, having

received and considered the written and oral comments submitted by the public thereon, and having adopted Resolution No. 2008-\_\_\_\_ certifying the Regional University Specific Plan Final Environmental Impact Report, pursuant to Section 17.58.240(C) of the Placer County Code, the Board finds:

- a. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the Placer County General Plan;
  - b. The Development Agreement is compatible with the uses authorized in, and the regulations proscribed for, the land use district in which the real property subject to the Development Agreement is located;
  - c. The Development Agreement is in conformity with public convenience, general welfare and good land use practice;
  - d. The Development Agreement will not be detrimental to the health, safety and general welfare of persons residing in Placer County;
  - e. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values.
4. Notice of all hearings required by Section 17.58.240 of the Placer County Code and Section 65867 of the Government Code have been given and all hearings have been held as required by statute and ordinance to adopt this ordinance and approve the Development Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER:**

**Section 1:** The Development Agreement by and between the County of Placer and Angelo K. Tsakopoulos, William C. Cummings and Placer 2780, a true and correct copy of which is attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

**Section 2:** The Chair of the Board of Supervisors is hereby authorized to execute two (2) original copies of the Development Agreement on behalf of the County.

**Section 3:** The Planning Director is directed to record the Development Agreement at landowner's cost within ten (10) days in accordance with Section 17.58.240(D) of the Placer County Code.

**Section 4:** This ordinance shall take effect and be in full force and effect upon thirty (30) days after its passage. The Clerk is directed to publish a summary of this ordinance within fifteen (15) days in accordance with Government Code Section 25124.

RECORD AND WHEN RECORDED  
RETURN TO:

County of Placer  
Attn: Clerk of the Board of Supervisors  
175 Fulweiler Avenue  
Auburn, CA 95603

**DEVELOPMENT AGREEMENT**  
**BY AND BETWEEN**  
**THE COUNTY OF PLACER**  
**AND**  
**ANGELO K. TSAKOPOULOS, WILLIAM C. CUMMINGS,**  
**AND**  
**PLACER 2780,**  
**A CALIFORNIA LIMITED PARTNERSHIP**  
**RELATIVE TO THE**  
**REGIONAL UNIVERSITY SPECIFIC PLAN**

**EXHIBIT A**

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**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

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**AND**

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**AND**

**PLACER 2780,  
A CALIFORNIA LIMITED PARTNERSHIP**

**RELATIVE TO THE**

**REGIONAL UNIVERSITY SPECIFIC PLAN**

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**DEVELOPMENT AGREEMENT  
RELATIVE TO THE  
REGIONAL UNIVERSITY SPECIFIC PLAN**

This Development Agreement ("**Agreement**") is entered into this \_\_\_ day of November 2008, by and between the COUNTY OF PLACER, a municipal corporation ("**County**"), and PLACER 2780, a California limited partnership; ANGELO K. TSAKOPOULOS, and WILLIAM C. CUMMINGS, or their successors in interest, (collectively, "**Donor**") pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

**RECITALS**

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "**Development Agreement Statute**"), which authorizes the County of Placer and an applicant for a development project to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Property. The subject of this Agreement is the development of those certain parcels of land described in Exhibits A-1 and A-2 and shown on Exhibit A-3 attached hereto (hereinafter the "**Property**"), comprising the Regional University Specific Plan area ("**Specific Plan**" or "**Plan Area**"). Placer 2780, a California limited partnership, owns that portion of the Property described in Exhibit A-1. Angelo K. Tsakopoulos and William C. Cummings own that portion of the Property described in Exhibit A-2. Donor owns the property and represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement. For purposes of identification of the Property within the Specific Plan, all references herein to a parcel number for any portion of the Property shall refer to the parcel number for such portion of the Property identified on Exhibit 2.2 of this Agreement.

C. Project Concept; Infrastructure Plan. The Specific Plan is designed as a mixed-use community, with two primary components, the University campus (the "**University Campus**") and the adjoining mixed use community (the "**Community**"). For purposes of this Agreement, the term "**Community Property**" shall mean the Community portion of the Plan Area, and the term "**University Property**" shall mean the University Campus portion of the Plan Area. Any parcel within the Property may be developed when desired by the respective owner thereof provided that the required portions of infrastructure for the Specific Plan have been constructed in accordance with the infrastructure requirements as more particularly described in the Infrastructure Plan ("**Infrastructure Plan**") dated October, 2008 that was prepared by the Donor and

approved by the County in conjunction with the Entitlements as defined in Recital F, below. The Infrastructure Plan is described further in Article 3 hereof.

D. Hearings. On September 25, 2008, the County Planning Commission, designated as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed and conducted public hearing, considered this Agreement and recommended that the County Board of Supervisors ("**Board**") approve this Agreement.

E. Environmental Impact Report. On November 4, 2008, the Board, in Resolution No. 2008-\_\_\_ certified as adequate and complete the Final EIR (the "**EIR**") (State Clearinghouse #2005032026) for the Specific Plan, in accordance with the California Environmental Quality Act ("**CEQA**"). Mitigation measures were suggested in the EIR and are incorporated to the extent feasible in the Specific Plan and in the terms and conditions of this Agreement, as reflected by the findings adopted by the Board concurrently with this Agreement.

F. Entitlements. Following consideration and certification of the aforementioned EIR and adoption of the CEQA related findings, the Board adopted a Statement of Overriding Considerations with respect to and approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

1.            The Placer County General Plan, as amended by Resolution No.            (the "**General Plan**");
2. The Specific Plan, as adopted by Resolution No.            ("**Specific Plan**");
3.            The Zoning of the Property, as adopted by Ordinance No.           ;
4. The Development Standards and Design Guidelines, as adopted by Ordinance No.           ;
5.            This Development Agreement, as adopted by Ordinance No.            (the "**Adopting Ordinance**").

The approvals described in paragraphs 1 through 5, inclusive are referred to herein collectively as the "**Entitlements**." Subsequent actions or approvals by County for development of the Property, such as tentative subdivision maps, conditional use permits or design approvals ("**Subsequent Entitlements**"), shall be deemed included as part of the Entitlements upon County action or approval thereof, provided, however, except as otherwise provided herein regarding the term of tentative maps, the inclusion of Subsequent Entitlements as part of the Entitlements vested hereunder shall not limit

the County's discretion to impose time periods within which such Subsequent Entitlements must be implemented: Development of the Property consistent with the Entitlements is referred to herein as the "**Project.**"

G. General and Specific Plans. Development of the Property in accordance with the Entitlements and this Agreement will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan and the Specific Plan. For purposes of the vesting protection granted by this Agreement, except as otherwise provided herein, or by state or federal law, the applicable County laws, rules, regulations, ordinances and policies shall be as set forth in the Entitlements as of the Effective Date hereof.

H. Donation of the Property; Implementation of Agreement. It is Donor's objective that an institution of higher learning that confers bachelor's degrees, and potentially graduate and/or professional degrees, be established on the University Property. Any such university may include both teaching and research and other support facilities. To facilitate that objective, Donor intends to donate the Property to a private, nonprofit entity which has been established for charitable and educational purposes (the "**Master Owner**"). It is anticipated that the Master Owner will convey the Community Property to a subsequent transferee which will then be the primary developer of the Community Property (the "**Community Developer**"). The Master Owner may retain the University Property and establish a university on the University Property or may transfer the University Property to another private nonprofit entity with such owner establishing a university on the University Property (the "**University Property Owner**"). As is described in Section 1.2 below, the provisions of this Agreement shall constitute covenants which shall run with the Property, and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the Donor, including, without limitation, the Master Owner, Community Developer and any University Property Owner. Upon donation of the Property to the Master Owner, Donor and County recognize that the Master Owner will be implementing the provisions of this Agreement as set forth herein.

I. Substantial Costs to Master Owner. Master Owner, or its successors in interest, will incur substantial costs in order to comply with conditions of approval of the Entitlements and to assure development of the Property in accordance with the Entitlements and the terms of this Agreement.

J. Need for Services and Facilities. Development of the Property will result in a need for urban services and facilities, which services and facilities will be provided by County and other public agencies to such development subject to the performance of Master Owner's obligations hereunder.

K. Contribution to Costs of Facilities and Services. The Master Owner shall provide for the costs of such public facilities and services as required herein to mitigate

impacts on the County of the development of the Property, and County agrees to accept such public facilities and provide such services, according to the terms of this Agreement and the EIR, to allow the Master Owner to proceed with and complete development of the Property in accordance with the terms of this Agreement. The Master Owner will provide as a part of such development a mix of housing meeting a range of housing needs for the County, public facilities such as open space, recreational amenities, and other services and amenities that will be of benefit to the future residents of the County. The parties hereto recognize and agree that but for the Project's contribution to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, County would not and could not approve the development of the Property as provided by this Agreement and that, but for County's covenants under this Agreement, the Project would not and could not commit to provide the mitigation as provided by this Agreement. County's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of the Project's obligation to bear the cost of public improvements and services as herein provided to mitigate the impacts of development of the Property as such development occurs.

The Master Owner shall fund the costs of construction and establish the ongoing financing mechanisms as provided in this Agreement to ensure that the public facilities and services as required herein are provided as required by County. To coordinate and implement the plan for financing the costs of providing such public facilities and services, and provide a guide for the County's establishment of programs related to the costs of such facilities and services, Donor has prepared and County has accepted the Regional University Specific Plan Public Facilities Financing Plan (the "**Financing Plan**") dated October, 2008, and the Regional University Urban Services Plan (the "**Urban Services Plan**") dated October, 2008.

L. Development Agreement Ordinance. All actions and requirements mandated by the Development Agreement Ordinance of the County have been taken by the parties hereto.

## ARTICLE 1. GENERAL PROVISIONS

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

1.2 Property Description and Binding Covenants. The Property is that property described in Exhibits A-1 and A-2 and shown in Exhibit A-3. Upon satisfaction of the conditions to this Agreement becoming effective and recordation of this Agreement pursuant to Section 1.3.1 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties

hereto. Accordingly, all references herein to "**Donor**" shall mean and refer to the persons or entities collectively described in the preamble above and the signature page to this Agreement below. For purposes of this Agreement: (a) the term "**Master Owner**" shall mean the private nonprofit entity that becomes the owner of record of the Property through donation from the Donor for charitable and educational purposes; (b) the term "**Community Developer**" shall mean the owner of the Community Property, including the Master Owner or any subsequent purchaser or transferee of the Community Property from the Master Owner; (c) the term "**Project Developer(s)**" shall mean any subsequent purchaser(s) or transferee(s) of a portion of the Community Property from Community Developer, and; (d) the term "**University Property Owner**" shall mean the owner of the University Property, including the Master Owner or any subsequent purchaser or transferee from the Master Owner of the University Property. Upon any transfer of the Community Property from Master Owner to Community Developer, Master Owner and Community Developer shall enter into a private acquisition agreement which shall set forth the parties' relative rights and obligations related to such transfer (the "**Community Acquisition Agreement**"). The Community Acquisition Agreement shall allocate the responsibility for the construction and financing of the Developer Infrastructure (as defined in Section 3.2 herein) between the Community Developer and the University Property Owner on a fair share basis with the intent being that such allocation would be substantially consistent with the Financing Plan. Upon execution of the Community Acquisition Agreement, the Master Owner shall provide the County with written notice of execution of the Community Acquisition Agreement together with a written summary of the fair share basis allocation of the funding and construction obligations set forth therein. In the event of any transfer of any portion of the Property from Master Owner, the University Property Owner, the Community Developer, or a Project Developer, and an assignment of rights and obligations under this Agreement, the County shall be provided with a copy of an assignment and assumption agreement in compliance with Section 8.11 herein, which assignment and assumption agreement shall provide written notice to the County of any transfer or release of obligations under this Agreement between said parties so as to enable the County to track the proper party responsible to fulfill such obligations. Pursuant to Section 8.11 below, no assignment and assumption of the rights and obligations under this Agreement shall release the assigning party of any obligations hereunder unless the County has consented to such release, which consent shall not be unreasonably withheld, conditioned or delayed. The parties have delineated certain rights and obligations with respect to the University Property Owner and the University Property which are not applicable to the Community Property, which rights and obligations are set forth in Article 4 below.

### 1.3 Term.

1.3.1 Commencement; Expiration. The term of this Agreement ("**Term**") shall commence upon the effective date of the Adopting Ordinance approving this

Agreement (the "**Effective Date**"). This Agreement shall be recorded against the Property at Donor's expense within ten (10) days after County enters into this Agreement, as required by California Government Code Section 65868.5.

The Term of this Agreement shall extend for an initial period of twenty (20) years after the Effective Date, unless said Term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. Unless prior to the expiration of the initial period the Board of Supervisors determines, in its sole discretion, that an extension is not in the best interests of the County, the initial twenty (20)-year period, as may be modified or extended, shall be extended automatically for one (1) period of ten (10) years. Following the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect.

1.3.2 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the County of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by any Community Developer or Project Developer to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, County shall confirm that: (i) all improvements which are required to serve the lot, as determined by County, have been accepted by County; (ii) the lot is included within any community facilities district (CFD), county service area (CSA), or any zone thereof, or other financing mechanism acceptable to the County, to the extent required by the County to fund public facility maintenance obligations and services to the lot, in accordance with the provisions of Sections 3.23 and 3.24 below; (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot; and (iv) all other conditions of approval applicable to said lot have been complied with. Termination of this Agreement for any such residential lot as provided for in this Section 1.3.2 shall not in any way be construed to terminate or modify any affordable purchase or rental housing agreement or any CFD tax lien or CSA assessment, fee or charge affecting such lot at the time of termination.

1.3.3 Election to Terminate. This Agreement may also be terminated with respect to Parcel 14, as shown on Exhibit 2.2, and as to any other legally-subdivided parcel designated by an amendment to the Specific Plan for a non-residential use (other than parcels designated for public use), at the election of the then property owner, after a final subdivision map creating such parcel has been recorded, by giving written notice to County of its election to terminate this Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by County, have been accepted by County; (ii) the parcel is included within any CFD or CSA, or any zone thereof, or other financing mechanism acceptable to the County, to the extent required by the County to fund public facility

maintenance obligations and services to the parcel, in accordance with the provisions of Sections 3.23 and 3.24 below; and (iii) all other conditions of approval set forth in the tentative subdivision map and/or conditional use permit applicable to said parcel have been complied with. Master Owner, Community Developer, or University Property Owner, as applicable, shall cause any written notice of termination approved pursuant to this subsection to be recorded with the County Recorder against the applicable parcel at such party's expense. Termination of this Agreement for any such parcel as provided for in this Section 1.3.3 shall not in any way be construed to terminate or modify any CFD tax lien or CSA assessment, fee or charge affecting such parcel at the time of termination. If not paid or otherwise satisfied prior to the giving to County of written notice of election to terminate, any obligation by a property owner to pay a Development Mitigation Fee, a New Development Mitigation Fee, or a Project Development Fee as required by this Agreement shall survive the termination of this Agreement under this section.

1.3.4 Tolling and Extension During Legal Challenge or Moratoria. In the event that this Agreement or any of the Entitlements or the EIR or any subsequent approvals or permits required to implement the Entitlements (such as, any required Fill Permit or Environmental Impact Statement related thereto) are subjected to legal challenge by a third party, and Master Owner is unable to proceed with the Project due to such litigation (or Master Owner gives written notice to County that it is electing not to proceed with the Project until such litigation is resolved to Master Owner's satisfaction), the Term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Donor or Master Owner, be extended and tolled during such litigation until the entry of final order or judgment upholding this Agreement and/or Entitlements, or the litigation is dismissed by stipulation of the parties; provided, however, that, notwithstanding the foregoing, Master Owner shall have the right to elect, in Master Owner's sole discretion, to proceed with the Project at any point by providing the County with written notice that it is electing to proceed with the Project in which event the tolling of the Term of this Agreement shall cease as of the date of such notice. Similarly, if Master Owner is unable to develop the Property due to the imposition by the County or other public agency of a development moratoria for a health or safety reason unrelated to the performance of Master Owner's obligations hereunder (including without limitation, moratoria imposed due to the unavailability of water or sewer to serve the Plan Area), then the Term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Master Owner, be extended and tolled for the period of time that such moratoria prevents such development of the Property. Notwithstanding any extension or tolling of the Term of this Agreement as provided above in this Section 1.3.4, the County shall, at Master Owner's cost, process any preliminary plans submitted by Master Owner, including, without limitation, any applications for tentative parcel map or tentative subdivision approval, during such tolling period; provided, however, no such applications or plans shall be approved unless or until the tolling period has been terminated.

1.3.5 Termination of Agreement; Restriction on Use of University Property. Notwithstanding any other provision in this Agreement to the contrary, the very low income affordable housing obligation applicable to the University Property contained in Section 2.6 below and the use restriction on the University Property contained in Section 4.6 below shall survive the expiration or earlier termination of this Agreement.

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual written consent of County and Donor (and/or any successor owner of any portion of the Property to which the benefit or burden of the amendment would apply), in accordance with the provisions of the Development Agreement Statute. If the proposed amendment affects the approved Specific Plan land use designation or zoning of less than the entirety of the Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. If the proposed amendment or minor modification reduces the amount of revenue anticipated to be received by County to fund or maintain facilities and/or services, County may adjust or modify any fee or assessment to mitigate the impact. The parties acknowledge that under the County Zoning Ordinance and applicable rules, regulations and policies of the County, the Planning Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the Board of Supervisors. Accordingly, the approval by the Planning Director of any minor modifications to the Entitlements that are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective.

For purposes of this Section, minor modifications shall mean any modification to the Project that does not relate to (i) the Term of this Agreement; (ii) permitted uses of the Project; (iii) density or intensity of use, except as allowed pursuant to Section 2.3 of this Agreement; (iv) provisions for the reservation or dedication of land; (v) conditions, terms, restrictions or requirements for subsequent discretionary actions; or (vi) monetary contributions by Master Owner, and that may be processed under CEQA as exempt from CEQA, or with the preparation of a Negative Declaration or Mitigated Negative Declaration. For purposes of this Section, minor modifications shall also specifically include modifications to the scope or extent of any Developer Infrastructure, including the timing for the construction thereof, required under this Agreement which do not affect the functionality of such Developer Infrastructure.

1.5 Recordation Upon Amendment or Termination. Except when this Agreement is automatically terminated due to the expiration of the Term or the provisions of Section 1.3.2 above, the County shall cause any amendment hereto and any other termination hereof to be recorded, at Donor's expense, with the County Recorder within ten (10) days after County executes such amendment or termination.

Any amendment or termination of this Agreement to be recorded that affects less than all the Property shall describe the portion thereof that is the subject of such amendment or termination.

## ARTICLE 2. DEVELOPMENT OF THE PROPERTY

2.1 Permitted Uses. The permitted uses of the Property, the density and intensity of use, 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.

2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, County agrees that County 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. County acknowledges that the Entitlements include the land uses and approximate acreages for the Property as shown and described in Exhibit 2.2 attached hereto.

Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the Effective Date of this Agreement and/or as any Subsequent Entitlements provide on the date of approval thereof by County. Master Owner's vested right to proceed with the development of the Property shall be subject to a subsequent approval process as specified in the Specific Plan, provided that any conditions, terms, restrictions and requirements for such subsequent actions shall not prevent development of the Property for the uses set forth in the Entitlements, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Master Owner is not in default under this Agreement.

Notwithstanding anything to the contrary in this Section 2.2, the parties hereto agree, as a condition precedent to the scheduling of any hearing for approval of a tentative small lot subdivision map proposing to create individual buildable lots for less than the entirety of the Community Property, Master Owner shall have first recorded a final large lot subdivision or parcel map for the entirety of the Community Property (a "**Final Large Lot Map**"). The Final Large Lot Map shall delineate, describe and offer to dedicate the portions of the Community Property proposed to be used for any of the public facilities as set forth in the Specific Plan and Sections 3.4.1 or 3.15 herein to the reasonable satisfaction of the County.

The parties hereto acknowledge that the approval by the County of any large lot maps for the Property (or any portion thereof) shall not confer any right upon Master Owner or any successor-in-interest to develop the affected portion of the Property, it being anticipated that such large lot maps shall be utilized for financing and transaction purposes.

2.3 Density Transfer. The number of residential dwelling units planned for the different large lot parcels within the Community Property as designated in the Specific Plan may be transferred to other large lot parcels within the Community Property, subject to compliance with the conditions for such transfer as set forth in the Specific Plan. Minor density adjustments, as defined in the Specific Plan, shall not require an amendment to this Agreement; provided, however, upon approval of any such minor density transfer, the change in units for the transferring and receiving parcels shall be noted by a recorded acknowledgment of such transfer in order to revise Exhibit 2.2 for this Agreement. The right to transfer any unused units from the Property shall be limited and shall only occur in compliance with the provisions for density transfer as set forth in the Specific Plan.

2.4 Rules, Regulations and Official Policies.

2.4.1 Conflicting Ordinances or Moratoria. Except as provided in this Article 2, Section 3.13 herein, and subject to applicable law relating to the vesting provisions of development agreements, so long as this Agreement remains in full force and effect, no future resolution, rule, ordinance or legislation adopted by the County or by initiative (whether initiated by the Board of Supervisors or by a voter petition, other than a referendum that specifically overturns the County's approval of the Entitlements) shall directly or indirectly limit the rate, timing, sequencing or otherwise impede development from occurring in accordance with the Entitlements and this Agreement. Provided, however, notwithstanding anything to the contrary above, Master Owner shall be subject to any growth limitation ordinance, resolution, rule or policy that is adopted by the County to eliminate placing residents of the development in a condition which is imminently dangerous to their health or safety, or both, in which case County shall treat development of the Property in a uniform, equitable and proportionate manner with all other properties that are affected by said dangerous condition. To the extent any future resolutions, rules, ordinances, fees, regulations or policies applicable to development of the Property are not inconsistent with the Entitlements or any other terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable. By way of example only, a growth limitation ordinance which would preclude the issuance of a building permit due to a lack of adequate sewage treatment capacity to meet additional demand adopted to eliminate placing residents in a condition dangerous to their health or safety, or both, would support a denial of a building permit within the Property or anywhere else in the County if such an approval would require additional sewage treatment capacity. However, an effort to limit the issuance of building permits because of a general increase in traffic congestion levels in the County would not be deemed to directly concern an imminent public health or safety issue under the terms of this paragraph.

2.4.2 Application of Changes. Nothing in this Section 2.4 shall preclude the application to development of the Property of changes in County laws, regulations, plans or policies, the terms of which are specifically mandated or required by changes in State or Federal laws or regulations. To the extent that such changes in County laws, regulations, plans or policies prevent, delay or preclude compliance with one or more provisions of this Agreement, County and Master Owner shall take such action as may be required pursuant to Section 5.1 of this Agreement to comply therewith.

2.4.3 Authority of County. This Agreement shall not be construed to limit the authority or obligation of County to hold necessary public hearings, or to limit discretion of County or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by County or any of its officers or officials, provided that subsequent discretionary actions shall not prevent or delay development of the Property for the uses and to the density and intensity of development as provided by the Entitlements and this Agreement, in effect as of the Effective Date of this Agreement.

## 2.5 Application and Project Development Fees.

2.5.1 Application, Processing and Other Fees and Charges. Master Owner shall pay those application, processing, inspection and plan checking fees and charges as may be required by County under then current regulations for processing applications and requests for Subsequent Entitlements, Final Development Entitlements (as defined in Section 3.2 below), permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Master Owner hereunder.

2.5.2 Development Mitigation Fees. Consistent with the terms of this Agreement, County shall have the right to impose and the Master Owner shall pay such development fees, impact fees and other such fees levied or collected by County to offset or mitigate the impacts of development of the Property and which will be used to pay for public facilities attributable to development of the Property and the Specific Plan as have been adopted by County, or as have been adopted by a joint powers authority of which the County is a member, in effect on the Effective Date of this Agreement ("**Development Mitigation Fees**").

2.5.2.1 Community Property Development Mitigation Fees. The Development Mitigation Fees applicable to the Community Property are:

Placer County Code Article 13.12: Sewer service system annexation and connection fees

Placer County Code Article 15.28: County road network capital improvement program traffic fee: Dry Creek Zone