

Administering Agency: Placer County Facilities Management

Contract No. _____

Contract Description: Placer County Government Center:
Master Development of Private Development Area

EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

THIS EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT (“**Agreement**”) is made as of this _____ date by and between Griffin/Swinerton, LLC a Delaware limited liability company, (“**Master Developer**”) and County of Placer, a political subdivision of the State of California (“**County**”). Master Developer and the County are sometimes hereinafter referred to individually as “**Party**” and collectively as the “**Parties**.”

WHEREAS, on April 1, 2019, the County released a Request for Qualifications (RFQ No 100199), and on April 15, 2019 released Addendum No.1 to the RFQ (collectively referred to as the “**RFQ**”). The RFQ was for a Placer County Government Center Master Developer that would work with the County to develop public facilities and private mixed-use buildings in areas identified in the Placer County Government Center Master Plan (“**PCGC Master Plan**”) in addition to development of infrastructure at the Placer County Government Center (“**PCGC**”) in North Auburn, California; and

WHEREAS, Master Developer responded to the RFQ and submitted to the County a statement of qualifications (“**SOQ**”) and subsequent presentation materials with preliminary project and financing ideas, where Master Developer contemplated a master developer role to (1) directly finance and develop the public facilities in collaboration with the County via one or more public-private partnership (“**P3**”) transactions and (2) work with the County to plan, entitle, market, and generally facilitate, but not speculatively develop or invest its own at-risk capital in, the various private mixed-use development opportunities identified in the PCGC Master Plan and RFQ; and

WHEREAS, in November 2019, after a multi-step developer solicitation process that included a detailed review of the SOQ, staff meetings, and respondent interviews, the County, having focused the outcome of the RFQ process on private development opportunities and associated site infrastructure, identified Master Developer as a team capable of facilitating the development of privately owned and operated projects as envisioned for the private development areas identified in the PCGC Master Plan, as depicted on **Exhibit A**; and

WHEREAS, on April 29, 2020, the Parties entered into a Consultant Services Agreement for Phase 1 of a multi-phase implementation of those tasks set forth in the RFQ providing preliminary evaluation of existing conditions and analyses in determining potential subsequent planning and development activities for the private-development areas; and

WHEREAS, on July 28, 2020, the Parties entered into a second Consultant Services Agreement for Phase 2 of those tasks specific to market and development feasibility analysis and planning of private real estate and site infrastructure, including demand, rents and pricing, construction costs and financing options, focused housing and economic development feasibility planning, grant financing applications and program analysis, infrastructure financing options, marketing and business attraction, and PCGC and Fulweiler Site visioning; and

WHEREAS, the Parties now seek to enter into this Agreement to provide Master Developer with sufficient time to perform due diligence and site investigation, conceptual overall site master plan and development planning of site alternatives and layouts including site infrastructure, and to analyze PCGC Master Plan adjustments that would enable and optimize development of viable mixed-use commercial and residential development in the Auburn/North Auburn market area consistent with Master Developer's PCGC Development Feasibility and Strategy Report and on the PCGC private mixed use development area ("**Private Development Project Area**") as envisioned in the PCGC Master Plan on a site approximately 50 acres in size located in the south easterly quadrant of the PCGC, as generally described on **Exhibit B**; and

WHEREAS, Master Developer has described the details of its proposed role to the County as a fee-based master developer in support of the County's activities to develop the Private Development Project Area and fee developer on potential build-to-suit projects, where Master Developer is not acting, nor expected to serve, in the capacity of a speculative developer nor an at-risk equity investor in the Private Development Project Area; and

WHEREAS, County and Master Developer desire to have sufficient time and desire to further explore and analyze designs and financial feasibility of multiple development alternatives ("**Development Alternatives**"), and for the County to determine which (if any) best accomplishes the County's goals and depending upon the result of Master Developer's due diligence, to discuss the terms and provisions which might be included within any proposed development-related agreements, including but not limited to pre-development agreement(s), development agreement(s), option(s), and/or ground lease(s) (hereinafter collectively, the "**Real Estate Agreements**") for the proposed Private Development Project Area or one or more portions thereof.

NOW, THEREFORE, Master Developer and County hereby enter into this Agreement on the following terms and conditions.

- A. Good Faith Efforts to Negotiate: The Parties shall use their best efforts to successfully negotiate Real Estate Agreements that shall describe the terms and conditions governing disposition of the Private Development Project Area. The Parties shall pursue such negotiations diligently and in good faith.
- B. Exclusivity of Term: The County hereby grants to Master Developer the exclusive right to negotiate terms for the proposed Private Development Project Area pursuant to the Performance Benchmarks described in Paragraph E below wherein Master Developer will analyze, provide development plans/proposals, and negotiate the Real Estate Agreements with County for projects within the Private Development Project Area. The term of this Agreement (the "**Term**") shall commence on the date this Agreement is executed by all parties and shall expire two (2) years thereafter, unless extended pursuant to Paragraph C below, or sooner terminated pursuant to Paragraph F below. The County agrees that during the Term of this Agreement the County shall not negotiate or enter into an agreement with any other person or entity regarding development of the Private Development Project Area except as provided in Paragraph E below. The obligation to negotiate in good faith requires the respective Parties to communicate with each other with respect to those issues for which agreement has not been reached, and such communication to follow reasonable negotiation procedures, including meetings, telephone conversations, and correspondence. The Parties understand that final accord on all issues may not be reached. During the Term, the Master Developer shall be responsible for the Performance Benchmarks described in Paragraph E below.

- C. Extension of Term: If negotiations of the Real Estate Agreements have not been completed within the initial Term and if Master Developer has in good faith participated in the negotiation of such Real Estate Agreements and has diligently pursued the work described in Paragraph E below in accordance with the reasonable person standard, Master Developer shall have the option to request to extend the Term for an additional six (6) months, not to exceed a total Term of thirty (30) months or two and one-half (2 ½) years. Master Developer shall notify County of its request to extend the term of this Agreement by giving written notice to the County at least thirty (30) days prior to expiration of the Term. The County shall have until the expiration of the Term to agree to such extension, which shall be documented in writing by Master Developer and the County's Director of Facilities Management on behalf of the County.
- D. Consideration: In lieu of monetary consideration, Master Developer shall, in the event this Agreement terminates pursuant to Section F, below, provide County with a copy of any work product, reports or studies related to the physical condition of all or a portion of the Private Development Project Area, such as surveys and mapping, legal descriptions, geotechnical reports, or environmental assessments. In addition, Master Developer shall provide all non-privileged, non-proprietary reports regarding any proposed private development project(s) during the Term that could include but not be limited to financial plans, concept plans, and schematic design plans including, but not limited to, floor plans, elevations and renderings work product produced in the course of Master Developer's performance pursuant to this Agreement. Any use of such reports or studies by the County shall be made without representation or warranty by Master Developer regarding the completeness or accuracy thereof, and Master Developer does not covenant to convey the copyright or other ownership rights of third parties thereto, and in accordance with the terms, provisions and limitations of such reports or studies by the applicable consultants who prepared such reports or studies. Master Developer and its consultants shall have no liability whatsoever to the County or any transferee of the reports or studies, and County agrees to hold Master Developer and its consultants harmless from any claims, damages, costs, or liabilities related to the reports or studies.
- E. Performance: During the Term of this Agreement, the Parties shall, in good faith, work expeditiously on, and diligently pursue to completion, the advisory performance benchmarks set forth below (the "**Performance Benchmarks**") in the manner and in the times set forth therein, and any additional Performance Benchmarks mutually agreed-upon in writing by the Parties. County and Master Developer shall consider in good faith during the Term of this Agreement, any feasible additional Performance Benchmarks proposed by the other Party that do not materially increase the obligations, burdens or risks of a Party and do not increase any third-party expenses of Master Developer ("**Additional Performance Benchmarks**"), and failure to satisfy any Additional Performance Benchmarks beyond the Performance Benchmarks stated below shall not be an Event of Default. Master Developer's compliance with the advisory Performance Benchmarks shall not alter or reduce Master Developer's obligations to comply with any other provision of this Agreement. Failure of Master Developer to meet the advisory Performance Benchmarks for any reason beyond Master Developer's control, as reasonably determined by County, shall not be an Event of Default (as defined herein).

E.1. Master Developer Obligations

The terms of this Agreement notwithstanding, it is clearly and expressly understood by the Parties that Master Developer is serving strictly in the role of overall fee-based master developer of the Private Developer Project Area (and fee developer on potential build-to-suit projects) and that Master Developer is not acting, nor expected to serve, in the capacity of a speculative developer nor as an at-risk equity investor in the Private Developer Project Area.

Master Developer shall perform the following five tasks during the Term of this Agreement to advance the goals and objectives of this Agreement:

1. **Conceptual Pre-Development:** overall conceptual master planning for the Private Development Project Area (per Performance Benchmarks below) paid for from grant funds awarded in collaboration with the County. Master Developer and County will enter into a separate consulting services agreement(s) to govern the expenditure of grant funds to complete the Performance Benchmarks.
2. **Affordable/Workforce Housing Development Partnership:** per Performance Benchmark #8 below, Master Developer shall use its reasonable best efforts to subcontract with a development entity with expertise in affordable housing development and work collaboratively with the County to advance affordable/workforce housing development opportunities in the Private Development Project Area. Master Developer shall have no claim against the County for reimbursement of costs and expenses associated with this task, unless prior written approval is granted by the County.
3. **Build-to-Suit Development Opportunities:** throughout the Term of this Agreement, Master Developer shall pursue build-to-suit development opportunities with owner(s)/operator(s) of businesses for the Private Development Project Area. Same shall be subject to approval by the County. Master Developer shall have no claim against the County for reimbursement of costs and expenses associated with this task, unless prior written approval is granted by the County.
4. **Grant Applications:** per Performance Benchmarks #2 and #7 below, Master Developer shall assist the County in the preparation of grant applications. Master Developer and County shall jointly and cooperatively seek to identify and secure applicable Federal, State, and local grant funding opportunities to advance projects in the Private Development Project Area. Master Developer shall have no claim against the County for reimbursement of costs and expenses associated with this task, unless prior written approval is granted by the County.
5. **PCGC Marketing and Developer Recruitment:** throughout the Term of this Agreement, Master Developer shall utilize reasonable best efforts and seek to leverage its professional network and relationship-building skills to market and attract best-in-class developers of diverse commercial and residential real estate product types to the Private Development Project Area. Master Developer shall have no claim against the County for reimbursement of costs and expenses associated with this task, unless prior written approval is granted by the County.

The work and expenditures associated with the Performance Benchmarks below ("**ERNA Costs**") shall be funded from grant funds procured collaboratively with the County and Master Developer (e.g., from Planning and Technical Assistance Grants, or PTA Grants, as part of the Community Development Block Grant Program, or CDBG).

Master Developer and County will continually identify and apply for available Federal, State, and local government grant funds throughout the Term of this Agreement, where County is most often the required lead applicant for these funds. It is agreed and understood that Master Developer has no obligation to fund any of the work associated with the ERNA Costs from its own at-risk capital.

Within 30 days post execution of this Agreement, Master Developer will prepare and submit a line item budget of total ERNA Costs for review and approval by the County. Master Developer may reallocate amounts between budget line items as necessary. The Performance Benchmarks may be modified and ERNA Costs increased from time to time as additional grant funds are awarded during the Term. The scope and associated budget of the Performance Benchmarks below are designed to match available grant funds.

The expenditure of ERNA Costs will be governed by a separate consulting services agreement between Master Developer and County, and Master Developer shall perform all work associated with the Performance Benchmarks described below at its sole cost and expense from the consulting service agreement's allocated budget.

Based on this Agreement, the Parties intend to negotiate one or more Real Estate Agreements. Beyond the ERNA Costs associated with the Performance Benchmarks that will be funded from awarded grant funds, any costs or expenses associated with the negotiation of Real Estate Agreements, irrespective of whether any Real Estate Agreements are approved by the County, will be incurred at the respective Party's sole expense.

Master Developer shall also conform, in all material respects, with all County policies related to the financing, development, and operation of affordable housing.

Master Developer shall also commit reasonably sufficient personnel resources required to undertake and to fulfill its obligations under this Agreement in a reasonably expeditious fashion.

Master Developer shall diligently pursue completion of all Performance Benchmarks and Additional Performance Benchmarks, if any, allocated to the Master Developer in a timely fashion. The Performance Benchmarks shall include:

| Performance Benchmarks | Estimated Completion Date |
|---|----------------------------------|
| 1. Master Developer shall undertake and complete its "due diligence" review of the commercial opportunity site(s) identified within the Private Development Project Area and shall provide copies of all non-privileged, non-proprietary reports regarding Development Alternatives within the proposed Private Development Project Area to the County. | January 2022 |
| 2. Master Developer shall prepare financial projections and support the County in the preparation of any necessary state or federal infrastructure, economic development, or housing grant applications for Development Alternatives identified. | Ongoing |

| Performance Benchmarks | Estimated Completion Date |
|--|---------------------------|
| <p>3. Master Developer shall complete conceptual design plans for Development Alternatives within the proposed Private Development Project Area, including, but not limited to, floor plans, elevations and renderings, as set forth in the Performance Benchmarks, copies of which shall be provided to the County, without representation or warranty of any kind. These conceptual plans will be developed in sufficient detail to adequately apply for County planning approvals and other entitlements.</p> | January 2022 |
| <p>4. Master Developer acknowledges that County is evaluating the potential re-use of the Theater Building (Building 315) and adjacent grounds. The Theater Building and adjacent grounds shall be excluded from Master Developer's exclusive right of the Private Development Project Area until further notice from the County. Master Developer shall incorporate the Theater Building into the concept and site plans as it exists in its current location. The County may enter into a separate agreement with a different party regarding the future use of this building and adjacent grounds.</p> | n/a |
| <p>5. Master Developer acknowledges that County retains the exclusive control of the Heritage Section of the Master Plan which includes the Chapel and four (4) historic barracks. Master Developer shall work with the County on the re-use and possible strategic development of the Heritage Section.</p> | n/a |
| <p>6. Master Developer acknowledges that County shall retain the exclusive right to modifications of the current buildings, streets and grounds of the Private Development Project Area and will collaborate with Master Developer in the relocation of or re-configuration of the same within the Private Development Project Area.</p> | n/a |
| <p>7. Master Developer shall advise and assist the County in the preparation of grant applications and all project related affordable housing and economic development funding opportunities.</p> | Ongoing |
| <p>8. Master Developer shall obtain a subconsultant with expertise in affordable housing development. Master Developer shall provide potential subconsultants sufficient notice and opportunity to respond to Master Developer's request for proposals from subconsultants for the proposed affordable housing component of the Private Development Project Area. Master Developer shall compile a list of qualified subconsultants who shall present development proposals to the Master Developer for development of affordable housing at the Private Development Project Area. The Master Developer shall give due consideration to the qualifications of each subconsultant in the decision process. Once a subconsultant has been chosen, Master Developer shall work with the subconsultant in preparation of funding proformas, preparation and submission of funding applications and</p> | September 2022 |

| Performance Benchmarks | Estimated Completion Date |
|---|---------------------------|
| preparation and submission of affordable housing development proposals. | |
| 9. Master Developer shall submit in a timely manner to any regulatory body having approval over any proposed private development project, all specifications, descriptive information, studies, reports, disclosures and any other information required to satisfy the application filing requirements of those agencies. | Ongoing |
| 10. Master Developer shall prepare and submit site concepts and development plans showing how the proposed Private Development Project Area connects to and integrates with existing roadways and facilities in the PCGC and adjacent properties; and showing how adjacent PCGC properties can be utilized after development of the proposed Private Development Project Area. | January 2022 |
| 11. Master Developer shall prepare and submit analysis and studies that are mutually determined to be the most critical to the County and to Master Developer's decision-making process. These may include preliminary grading and topography plans, preliminary utility and infrastructure demand analysis, drainage investigations, traffic and circulation analysis, updated Phase 1 environmental site assessment, and required economic impact analysis. | March 2022 |
| 12. Master Developer shall prepare and submit for County approval the necessary mapping and legal description, and other mapping as Master Developer deems necessary to meet any financing or project boundary requirements. | March 2022 |

Master Developer and County may enter into negotiations to determine the terms and conditions for the Real Estate Agreements. In the event the Parties are unable to agree upon mutually acceptable terms for these agreements, the Parties shall terminate this Agreement. The Parties recognize and agree that the estimated completion dates above may be subject to change.

E.2. County Obligations

County shall provide to Master Developer copies of all documents in the County's possession that would assist the Master Developer with the Performance Benchmarks described in this Agreement.

County, as property owner, shall expeditiously conduct a pre-application consultation and all entitlement-related application reviews with the Master Developer for proposed projects within the Private Development Project Area.

County shall lead the preparation of grant applications when it is required by the associated Federal or State agency that the County be the primary grant applicant. County shall render in a timely manner all decisions requested by Master Developer which may be necessary to perform the Performance Benchmarks in order not to delay or adversely impact the overall project progress and/or schedule.

- F. Termination: The Parties shall have the right to terminate the Agreement as follows:
1. This Agreement may be terminated for convenience by either Party at any time upon fourteen (14) calendar days' written notice to the other Party.
 2. If Master Developer decides not to pursue the development of any proposed private development project(s) on its or a subcontracted developer's behalf, the Agreement shall immediately terminate upon Master Developer's written notice to County.
 3. Should the County, in its sole discretion, determine that development proposal(s) or proposed Real Estate Agreement terms are not in the County's best interest, the County has the right to not accept the development proposal(s) or to terminate the Agreement.
 4. If Master Developer provides notice to the County that it is no longer interested in pursuing any private development project(s) on its or a subcontracted developer's behalf, Master Developer shall have sixty (60) calendar days from such notice to propose an alternate user. The County Board of Supervisors shall have sixty (60) calendar days thereafter to, in its sole discretion, accept such alternate user or terminate the Agreement.
 5. If Master Developer has failed to perform pursuant to the requirements set forth in Paragraph E of this Agreement, if such failure to perform continues for thirty (30) calendar days following County's written notice specifying such failure, County shall have the right to provide Master Developer a notice of termination.
 6. If County has failed to perform pursuant to the requirements set forth in Paragraph E of this Agreement, if such failure to perform continues for thirty (30) calendar days following Master Developer's written notice specifying such failure, Master Developer shall have the right to provide County a notice of termination.
- G. Approval of Final Agreement: The Parties specifically acknowledge that any Real Estate Agreements developed during the Term of this Agreement shall not become binding until it has been considered at a public meeting and approved by the Placer County Board of Supervisors. If, during the public meeting, the Board of Supervisors determines to propose a change to the terms of the Real Estate Agreements, such change(s) shall be re-submitted to Master Developer for review and approval, and then the Real Estate Agreements, as revised, shall be considered by the Board of Supervisors for final approval on behalf of the County.
- H. Right of Entry: During the Term of this Agreement, Master Developer and their agents, employees, contractors, engineers and consultants (hereinafter collectively referred to as "**Representatives**"), shall have the right and are authorized to enter the Private Development Project Area in order to perform any investigations including but not limited to surveys, environmental assessments, soils tests, borings, groundwater tests and other tests regarding the physical condition of the sites which may be necessary to determine the suitability of the property for the intended development. Master Developer will obtain written approval from County prior to any subsurface investigation or surface investigation that would impact the County's access or use of the Private Development Project Area. Master Developer and its Representatives must work with County to obtain access to leased facilities for the purposes of conducting studies. Master Developer and Representatives shall (i) take all reasonable precautions to avoid damage to the PCGC and the Private Development Project Area beyond that which is

not reasonably avoidable given the nature of the investigations, (ii) minimize interference with the present occupants and business operations in PCGC and the Private Development Project Area and (iii) repair any damage to the PCGC and Private Development Project Area that may result from such investigations. Master Developer for itself shall procure and require its Representatives to obtain insurance in accordance with **Exhibit C** of this Agreement.

I. Hold Harmless and Insurance Requirements:

Master Developer agrees to the Hold Harmless and Indemnification Agreement terms as specified in **Exhibit C**.

Master Developer shall, at its sole expense, acquire and keep in full force and effect during the entire term of this Agreement and any extensions or renewals thereof the forms of insurance specified in **Exhibit C**.

Both Parties agree to waive any rights of subrogation which they or their insurer may have against the other, provided such waiver of subrogation can be accomplished without prejudice to the insured's rights and without extra expense, unless any such extra expense is paid by the other Party.

Failure to comply with this section shall be considered a material breach of this Agreement.

J. Governmental Review: Master Developer acknowledges that the decision by County to enter into this Agreement is made by County in its role as the owner of the Private Development Project Area and is a decision made by County in its proprietary role, independent of and unrelated to any review of any decision on the land use approvals which County may subsequently undertake. Master Developer acknowledges that County is a political subdivision of the State of California and has adopted certain ordinances and regulations governing the use and development of property which will apply to Master Developer's proposed use(s) of the Private Development Project Area. Master Developer expressly agrees that nothing in this Agreement shall limit, or be inferred to limit, the exercise of discretion by County with respect to County's duties and obligations under the Placer County Code and/or state law arising out of or relating to the granting of the land use approvals or any other type of regulatory approval or action which may affect the use of the Private Development Project Area by Master Developer. Execution by County of this Agreement shall in no way constitute approval of construction of improvements on the Private Development Project Area, and County expressly reserves the right to condition and approve of or deny the same in accordance with applicable law.

K. No Representation or Warranty, Exculpation: Master Developer agrees and acknowledges that the County has made no representation or warranty that the necessary regulatory approvals for the Private Development Project Area can be obtained. Master Developer further agrees and acknowledges that there is no guarantee, nor a presumption that any of the regulatory approvals required for the development of the Private Development Project Area will be issued.

L. No Commission: Master Developer shall not pay, or agree to pay, any fee or commission, or any other thing of value contingent on the entering of this Agreement, or other transactional documents, or any other agreement with County related to the development of the Private Development Project Area, to any County employee or official or to any contracting consultant hired by the County for purposes of developing

the Private Development Project Area. By entering into this Agreement, Master Developer certifies to the County that it has not paid, nor agreed to pay, any fee or commission, or any other thing of value contingent on the entering of this Agreement, or other transactional document, or any other agreement with the County related to the Private Development Project Area, to any County employee or official or to any contracting consultant hired by County for purposes of developing the Private Development Project Area.

- M. Applicable Laws and Ordinances: During the term of this Agreement, Master Developer shall comply with, in all material respects the requirements of all applicable laws and policies, including County ordinances, resolutions, regulations, plans, development controls, or other regulatory approvals in all aspects (planning, design, construction, management and occupancy) of developing the Private Development Project Area, including, without limitation the County of Placer's General Plan Housing Element, Auburn-Bowman Community Plan and the Placer County Government Center Master Plan Update.
- N. Cooperation: County shall cooperate fully in providing Master Developer with appropriate information in a timely fashion.
- O. Reliance of County Documents and Information: Where the County has made investigations of PCGC and the Private Development Project Area's condition in areas where studies and analysis are to be performed under this Agreement, or in other areas, or where the County possesses report(s) of such investigations, such investigations were made only for the purpose of that particular study and design. Where such investigations have been made, Master Developer may, upon written request, inspect the records of the County as to such investigations subject to and upon the conditions hereinafter set forth.

The records of such investigations are not a part of this Agreement and are made available for inspection solely for the convenience of Master Developer and its Representatives. It is expressly understood and agreed by Master Developer that the County does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretation set forth therein or made by the County in its use thereof and there is no representation, warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are correct or representative of those existing throughout such areas or any part thereof, or that unanticipated developments may not occur or that materials other than, or in proportions different from, those indicated may not be encountered.

- P. Time of Essence: Time is of the essence in this Agreement and in each and every provision hereof.

Q. Notices:

1. "Notice" means any notice, demand, request or other communication or document to be provided under this Agreement to a party to this Agreement.
2. The Notice shall be in writing and shall be given to the party at its address or facsimile or email address set forth below, or such other address, or facsimile number as the party may later specify for that purpose by Notice to the other party. Each Notice shall, for all purposes, be deemed given and received:

- i. If given by facsimile, when the facsimile is transmitted to the parties facsimile number or email address as specified below and confirmation of complete receipt is received by the transmitting party during normal business hours or on the next business day if not confirmed during normal business hours;
- ii. If hand-delivered to a party against receipted copy, when the copy of Notice is receipted;
- iii. If given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the party; or
- iv. If given by any other means, or if given by certified mail, return receipt requested, postage prepaid, two business days after it is posted with the United States Postal Service, at the address of the party specified below:

If to County:

ATTN: Property Manager
Facilities Management

Mailing Address:
11476 C Avenue
Auburn, CA 95603

Physical Address:
2855 Second Street
Auburn, CA 95603

Phone: (530) 886-4900 Fax: (530) 889-6857

If to Master Developer:

NOTE: Address change effective August 1, 2021 to
1 Technology Drive, Suite 1829, Irvine, CA 92618

ATTN: Korin Crawford
Griffin Swinerton
2 Technology Drive, Suite 150
Irvine, CA 92618

WITH COPY TO: Mark Hoglund
Griffin Swinerton
2 Technology Drive, Suite 150
Irvine, CA 92618

Phone: (949) 497-9000 Fax: (949) 497-8883

3. If any Notice is sent by facsimile, the transmitting party as a courtesy may send a duplicate copy of the Notice to the other party by regular mail. In all events, however, any Notice sent by electronic transmission shall govern all matters dealing with delivery of the Notice, including the date on which the Notice is deemed to have been received by the other party.
4. The provisions above governing the date on which a Notice is deemed to have been received by a party to this Agreement shall mean and refer to the date on

which a party to this Agreement, and not its counsel or other recipient to which a copy of the Notice may be sent, is deemed to have received the Notice.

5. If Notice is tendered under the provisions of this Agreement and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Agreement. The contrary notwithstanding, any Notice given to either party in a manner other than that provided in this Agreement that is actually received by the noticed party, shall be effective with respect to such party on receipt of the Notice.
- R. Assignment: Master Developer may not assign this Agreement, or any of its rights and duties hereunder, to any third party without the prior written consent of the County, which consent may be withheld in the sole discretion of the County.
- S. Legal Jurisdiction: This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Agreement, it shall be subject to interpretation under the laws of the State of California, and any legal proceedings shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. County and Master Developer waive any federal court removal and/or original jurisdiction rights it may have.
- T. Counterparts: This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same Agreement.
- U. Benefit: This Agreement shall be binding upon and inure to the benefit of the successors and assigns (to the extent assignment is permitted) of each of the parties hereto.
- V. Captions: The captions of the sections and paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any Section of this Agreement. All references to paragraph and section numbers refer to paragraphs and sections in this Agreement.
- W. Defined Terms: County and Master Developer agree that all provisions in this Agreement are to be construed as terms, covenants, and conditions as though the words imparting such terms, conditions and covenants were used in each separate section or paragraph hereof.
- X. Severability: The invalidity of any term or provision of this Agreement as determined by a court of competent jurisdiction shall in no way effect the validity of any other provision hereof. Each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- Y. Exhibits: The exhibits listed in this Agreement are hereby incorporated herein as if set forth in full.
- Z. Entire Agreement: This Agreement and any attachments or exhibits hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.
- AA. Construction and Interpretation: It is agreed and acknowledged by the Parties that the provisions of this Agreement have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement. The Parties consider each and every

term, covenant and provision of this Agreement to be material and reasonable.

BB. Authority of the Director: The Director of Facilities Management, or designee, shall administer this Agreement on behalf of the County. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of County hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written hereafter.

COUNTY: County of Placer

By: _____ Date: _____

Its: _____

MASTER DEVELOPER: Griffin/Swinerton, LLC

(See signature requirements below)

By: _____ Date: _____

Print Name: _____

Title: _____

By: _____ Date: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

COUNTY COUNSEL

By: _____ Date: _____

Its: _____

“If Contractor is a corporation, this Contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this Contract. If Contractor is another type of business entity, such as a partnership or limited liability company, this Contract must be signed by officer(s) possessing legal authority to bind the entity. An

authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this Contract.”

Exhibits

- A. PCGC Master Plan Private Development Area
- B. Private Development Project Area
- C. Insurance Requirements

EXHIBIT A

PCGC MASTER PLAN



SITE LEGEND

- ① COMMUNITY DEVELOPMENT RESOURCE CENTER (CDRC)
- ② FINANCE ADMINISTRATION BUILDING (FAB)
- ③ ANIMAL SERVICES CENTER
- ④ JUVENILE DETENTION CENTER
- ⑤ AUBURN JUSTICE CENTER (AJC)
- ⑥ MAIN JAIL
- ⑦ HOME DEPOT
- ⑧ CORPORATION YARD
- ⑨ HEALTH AND HUMAN SERVICES CENTER
- ⑩ COUNTY ADMINISTRATION CENTER
- ⑪ AGRICULTURAL COMMISSIONER & FARM ADVISOR
- ⑫ ELECTIONS WAREHOUSE
- ⑬ COUNTY / MUSEUMS WAREHOUSE
- ⑭ CORPORATION YARD ADMIN. & TRAINING CENTER
- ⑮ SHERIFF & PROBATION SUPPORT
- ⑯ FIRE STATION 180 EXPANSION
- ⑰ ADMIN SERVICES IT/TELECOM WAREHOUSE
- ⑱ FAB & CDRC ANNEX
- Ⓜ SHERIFF'S DIVE UNIT
- Ⓝ UTILITIES
- Ⓞ PARKS & GROUNDS
- Ⓟ TIRE BARN & WASH RACK
- Ⓠ DEWITT HERITAGE AREA
- Ⓡ COMMUNITY / EVENTS CENTER
- Ⓢ COMMUNITY GREEN
- Ⓣ COMMUNITY GARDEN
- Ⓤ TRANSPORTATION TRANSFER CENTER
- Ⓥ IT/COM EXPANSION
- Ⓦ IRRIGATION WATER TOWER

SITE KEY

- | | | |
|---------------------|-----------------------------|--|
| EXISTING BUILDING | MIXED-USE | HEALTH AND HUMAN SERVICES CENTER PROJECT SITE AREA |
| NEW COUNTY BUILDING | RESIDENTIAL | MULTI-FAMILY / WORKFORCE HOUSING PROJECT SITE AREA |
| COMMUNITY BUILDING | OPEN SPACE | |
| HOTEL | REGIONAL STORM WATER BASINS | |



ILLUSTRATED MASTER PLAN



PLACER COUNTY GOVERNMENT CENTER

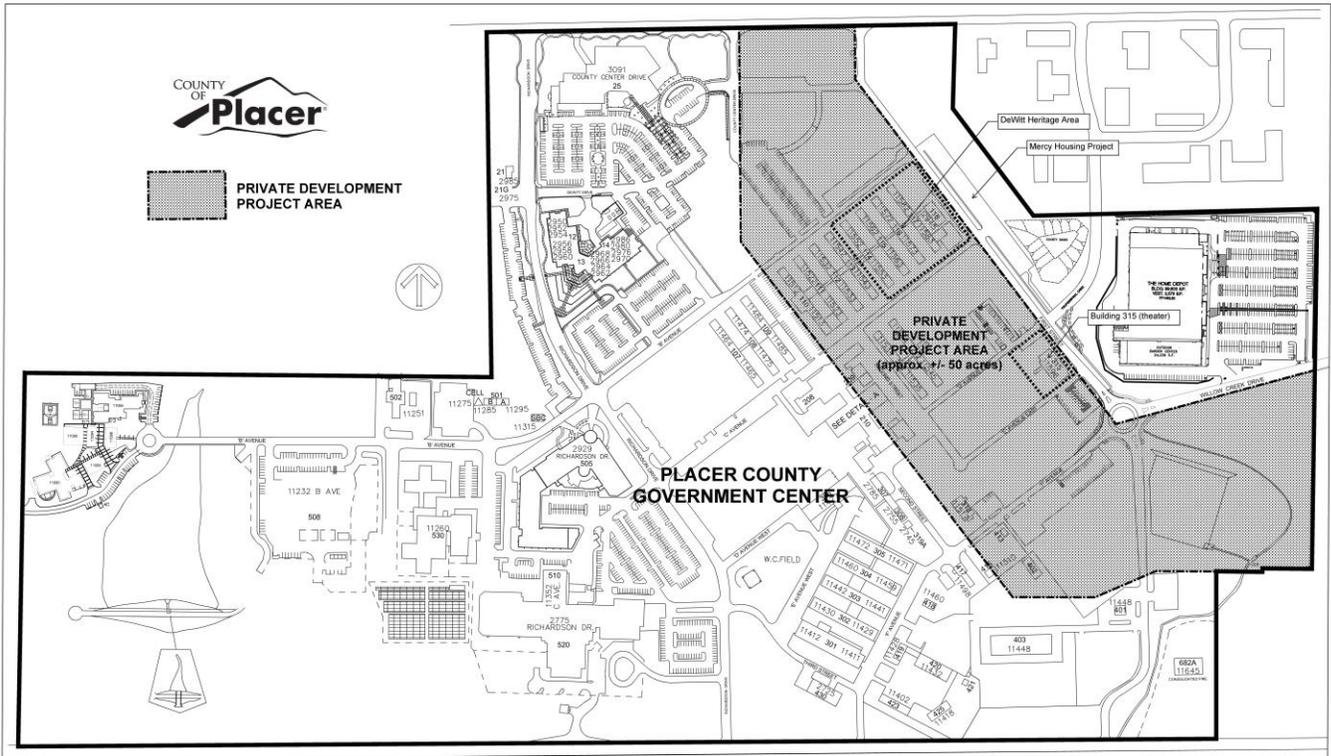
MAY 2019

williams + paddon

ARCHITECTS + PLANNERS

EXHIBIT B

PRIVATE DEVELOPMENT PROJECT AREA



Placer County Government Center Development Area Diagram

EXHIBIT C

INSURANCE REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:

MASTER DEVELOPER shall save, keep, hold harmless, defend and indemnify PLACER COUNTY from any and all damages, costs, or expenses in law or equity that may at any time arise out of or result from this Agreement, any work required in this Agreement, or any damage to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omission of the MASTER DEVELOPER, any of the MASTER DEVELOPER's employees or any subcontractors of MASTER DEVELOPER.

The MASTER DEVELOPER shall be responsible for any liability imposed by law and for death, injury or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death or damage caused by MASTER DEVELOPER as a result of work performed or completed, pursuant to this Agreement, MASTER DEVELOPER shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means the County of Placer, the County, its officers, agents, employees, counsel and volunteers.

2. INSURANCE:

MASTER DEVELOPER shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

3. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

If MASTER DEVELOPER has employees, Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to MASTER DEVELOPER's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, or employees, which might arise by reason of payment under such policy in connection with performance under this agreement by the MASTER DEVELOPER.

MASTER DEVELOPER shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of MASTER DEVELOPER, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by MASTER DEVELOPER in this Agreement; and
- (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to MASTER DEVELOPER'S work under the Contract.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If MASTER DEVELOPER carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

D. If MASTER DEVELOPER carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

MASTER DEVELOPER shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by MASTER DEVELOPER shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, and employees are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the "MASTER DEVELOPER", including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):
Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000).

8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The MASTER DEVELOPER shall be responsible for all deductibles in all of the MASTER DEVELOPER's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

MASTER DEVELOPER's Obligations - MASTER DEVELOPER's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - MASTER DEVELOPER shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the MASTER DEVELOPER's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the MASTER DEVELOPER to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.