

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

**In the matter of: AN ORDINANCE REZONING
CERTAIN PROPERTIES WITHIN
THE RIOLO VINEYARD SPECIFIC PLAN**

Ord. No. _____

**The following ordinance was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held on February 10, 2009,
by the following vote:**

Ayes:

Noes:

Absent:

Signed by me after its passage.

F. C. Rockholm, Chairman

Attest:

**Ann Holman
Clerk of said Board**

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

1. On December 18, 2008, the Placer County Planning Commission ("Planning Commission") held a public hearing pursuant to Sections 17.58.200(E)(1) and 17.58.240(A) of the Placer County Code to consider the Riolo Vineyard Specific Plan and other land use approvals related to the Riolo Vineyard Specific Plan, including the rezoning of certain property within the Specific Plan boundaries, and the Planning Commission has made recommendations to the Board related thereto.
2. On February 10, 2009, the Board held a noticed public hearing to consider the recommendations of the Planning Commission and to receive public input regarding the proposed rezoning, among other issues pertaining to the Riolo Vineyard Specific Plan.
3. The Board has considered the recommendations of the Planning Commission, reviewed the Riolo Vineyard Specific Plan and the proposed rezoning, has received and considered the written and oral comments submitted by the public thereon, and has adopted Resolution No. _____ certifying the Final Environmental Impact Report for the Riolo Vineyard Specific Plan and related entitlements.

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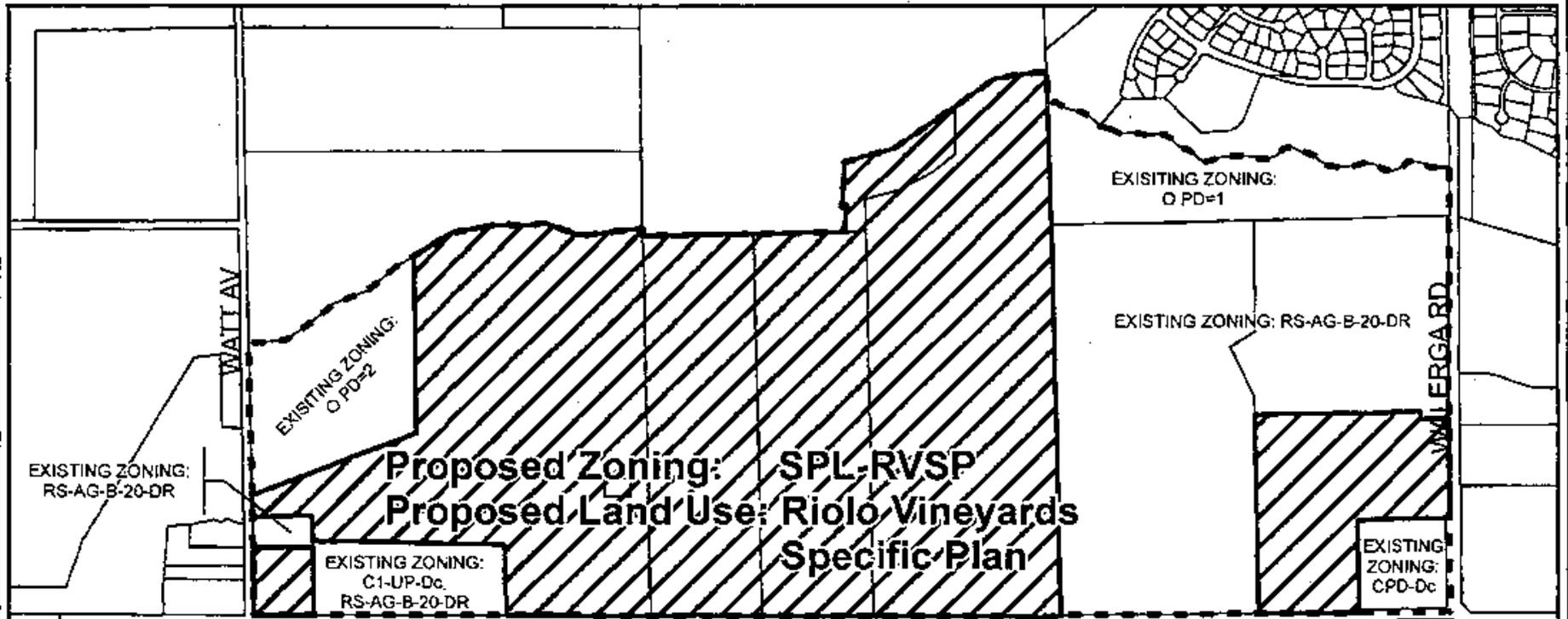
4. The Board has determined that the proposed rezoning is consistent with the General Plan, Article 17.51 (Specific Plan District) of the County Zoning Ordinance, the Riolo Vineyard Specific Plan and the Riolo Vineyard Specific Plan Development Standards, and in the best interests of the County by facilitating logical and efficient land use within the Riolo Vineyard Specific Plan.
5. Notice of all hearings required by statute and ordinance has been given and all hearings have been held as required by statute and ordinance.

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

Section 1: The following properties are rezoning from their respective current zoning designation(s) to SPL-PVSP (Specific Plan—Placer Vineyards Specific Plan) and shall be subject to the Placer Vineyards Specific Plan Land Use and Development Standards: APN Nos. 023-200-023, 023-200-051 through 023-200-053, 023-200-031, 023-200-055, 023-200-056, and 023-221-006. A map of the property subject to this rezoning is attached as Exhibit A.

Section 2: This ordinance shall take effect and be in full force and effect thirty (30) days after its passage. The Clerk is directed to publish a summary of the ordinance within fifteen (15) days in accordance with Government Code Section 25124.

RIOLO VINEYARDS SPECIFIC PLAN COMMUNITY PLAN AMENDMENT AND REZONE FOR PFE INVESTORS INCORPORATED



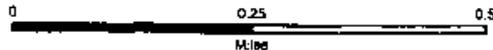
Legend

AREA SUBJECT TO REZONING

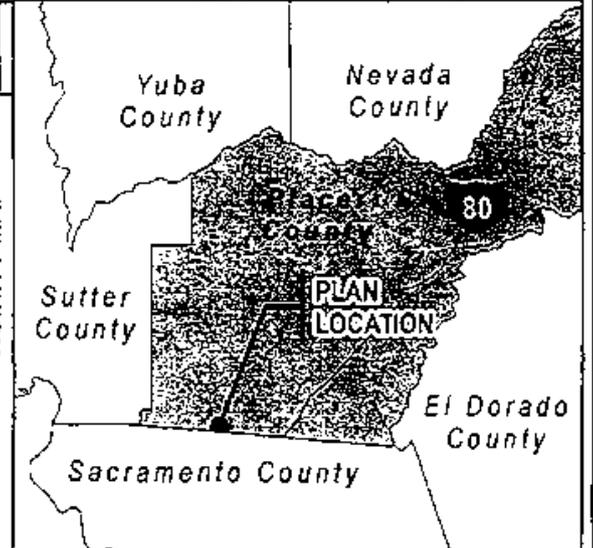
APN:

023-200-023-000, 023-200-031-000, 023-200-051-000,
023-200-052-000, 023-200-053-000, 023-200-055-000,
023-200-056-000, 023-221-006-000

RIOLO VINEYARD SPECIFIC PLAN BOUNDARY AND
AREA SUBJECT TO DRY CREEK / WEST PLACER COMMUNITY
PLAN AMENDMENT FOR RVSP



VICINITY MAP



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

**In the matter of: AN ORDINANCE ADOPTING
A DEVELOPMENT AGREEMENT FOR A PORTION
OF THE PROPERTY COMPRISING THE
RIOLO VINEYARD 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 February 10, 2009,
by the following vote:**

Ayes:

Noes:

Absent:

Signed by me after its passage

**F. C. Rockholm, Chair
Board of Supervisors**

Attest:

**Ann Holman
Clerk of said Board**

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

1. On December 18, 2009, the Placer County Planning Commission ("Planning Commission") held a public hearing pursuant to Section 17.58.240(A) of the Placer County Code to consider, among other land use approvals related to the Riolo Vineyard Specific Plan ("Specific Plan"), a development agreement (the "Development Agreement") by and between the County of Placer ("County") and the Bryce Gardens Associates, Ltd., the landowner owning a portion of the property within the boundaries of the Specific Plan, and the Planning Commission has made written recommendations to the Board.
2. On February 10, 2009, 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 Riolo Vineyard Specific Plan and related entitlements, having *392*

received and considered the written and oral comments submitted by the public thereon, and having adopted Resolution No. 2009-____ certifying the Riolo Vineyard 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 prescribed 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 Bryte Gardens Associates, Ltd., 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
Attention: Clerk of the Board
175 Fulweiler Ave
Auburn, CA 95603

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE COUNTY OF PLACER AND
BRYTE GARDENS ASSOCIATES, LTD.
RELATIVE TO THE
RIOLO VINEYARD SPECIFIC PLAN**

EXHIBIT A

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**DEVELOPMENT AGREEMENT
RELATIVE TO THE
RIOLO VINEYARDS SPECIFIC PLAN**

This Development Agreement is entered into this _____ day of _____, 2009, by and between the County of Placer, a subdivision of the State of California ("**County**"), and Bryte Gardens Associates, Ltd, a California partnership ("**Developer**") 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 Exhibit A-1 and shown on Exhibit A-2 attached hereto (hereinafter the "**Property**"), within the Riolo Vineyard Specific Plan area ("**Specific Plan**" or "**Plan Area**"). Developer owns the Property and represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement. Developer anticipates that development of the Property shall be undertaken by PFE Investors, LLC, a California limited partnership, and authorized PFE Investors, LLC, to apply to County for the approval of the Riolo Vineyard Specific Plan and other entitlements relating to the development of the Property and to act on behalf of Developer in the negotiation of this Agreement.

C. Hearings. On December 18, 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.

D. Environmental Impact Report. On February 10, 2009, the Board, in Resolution No. _____, certified as adequate and complete the Final EIR (the "**EIR**") (State Clearinghouse (#2005092041) 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.

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

1. The Placer County General Plan, as amended by Resolution No. _____ (the "**General Plan**");
2. The Dry Creek West Placer Community Plan, as amended by Resolution No. _____ (the "**Community Plan**");
3. The Specific Plan, as adopted by Resolution No. _____ ("**Specific Plan**");
4. The Development Standards, as adopted by Ordinance No. _____;
5. The zoning of the Property, as adopted by Ordinance No. _____;
6. This Development Agreement, as adopted by Ordinance No. _____ (the "**Adopting Ordinance**").

The approvals described in paragraphs 1 through 6, inclusive are referred to herein collectively as the "**Entitlements.**" Subsequent actions or approvals by County for development of the Property, such as tentative and final 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.**"

F. 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, Community Plan and 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.

G. Substantial Costs to Developer. Developer has incurred and 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.

H. 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 Developer's obligations hereunder.

I. Contribution to Costs of Facilities and Services. Developer agrees to 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 Developer to proceed with and complete development of the Property in accordance with the terms of this Agreement. The Developer 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. County and Developer recognize and agree that but for Developer's contributions 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, Developer 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 Developer's agreement 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.

Developer agrees to fund the costs of construction and establish the on-going financing mechanisms as provided in this Agreement to ensure that the public facilities and services as required herein are provided at no cost to 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, the Developer has prepared and County has accepted the Riolo Vineyard Specific Plan Public Facilities Financing Plan (the "**Financing Plan**") dated January, 2009, and the Riolo Vineyards Specific Plan Urban Services Plan (the "**Urban Services Plan**") dated January, 2009. Developer acknowledges that, to the extent public financing mechanisms may be utilized to pay for the costs of providing public facilities and services, the County's priority is to utilize such mechanisms for the costs of providing services.

K. Development Agreement Ordinance. County and Developer have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the County.

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 Exhibit A-1 and shown in Exhibit A-2. 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 "**Developer**" shall mean and refer to the person or entity described in the preamble above and the signature page to this Agreement below and each and every subsequent purchaser or transferee of the Property or any portion thereof from Developer.

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 Developer's expense within 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 a 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. 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 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 3.15 and 3.16 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, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for non-residential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multi-family residential or non-residential building within such parcel, 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 3.15 and 3.16 below; (iii) all other conditions of approval applicable to said parcel have been complied with. Developer shall cause any written notice of termination approved pursuant to this subsection to be recorded with the County Recorder against the applicable parcel at Developer'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, a Project Development Fee or a Project Implementation 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, other than Developer, and Developer is unable to proceed

with the Project due to such litigation (or Developer gives written notice to County that it is electing not to proceed with the Project until such litigation is resolved to Developer's satisfaction), the Term of this Agreement and timing for obligations imposed pursuant to this Agreement with the except of the obligations set forth in Section 3.3.1 below shall upon written request of Developer 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. Similarly, if Developer is unable to develop the Property due to the imposition by the County or other public agency of a development moratoria for health or safety reasons unrelated to the performance of Developer'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 with the except of the obligations set forth in Section 3.3.1 below shall upon written request of Developer be extended and tolled for the period of time that such moratoria prevents such development of the Property.

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual written consent of County and Developer (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 would significantly reduce the amount of revenue anticipated to be received by County to the extent that County is unable to fund or maintain facilities and/or service commitments to the Property, Developer agrees 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, except for minor changes in the configuration or location of any reserved or dedicated lands as allowed pursuant to Section 3.3.4 of this Agreement (v) conditions, terms, restrictions or requirements for subsequent discretionary actions, (vi) monetary contributions by

Developer, and that may be processed under CEQA as exempt from CEQA, or with the preparation of a Negative Declaration or Mitigated Negative Declaration.

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 Developer'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. Developer'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 approvals 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 Developer is not in default under this Agreement.

2.3 Density Transfer. The number of residential dwelling units planned for the different large-lot parcels within the Specific Plan may be transferred to other large-lot parcels within the Plan Area, 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 or the development agreement for the other transferring or receiving parcel; 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 and Section 3.7.2 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, Developer 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 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 permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation or dedication of land under the Entitlements or under 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 a 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 Developer shall take such action as may be required pursuant to Section 4.1 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 unreasonably 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.

2.4.4 Timing of Development, Effect of Pardee Decision. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984) that failure of the parties to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the intent of the Developer and County to cure that deficiency by acknowledging and providing that Developer shall have the right (without the obligation) to develop the Property in such order and at such rate and at such time as it deems appropriate within the exercise of its subjective business judgment, subject to the terms of this Agreement.

2.5 Application, Development and Project Implementation Fees.

2.5.1 Application, Processing and Other Fees and Charges. Developer 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, 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 Developer hereunder.

2.5.2 Development Mitigation Fees. Consistent with the terms of this Agreement, County shall have the right to impose and Developer agrees to 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**"). The Development Mitigation Fees 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
- Placer County Code Article 15.30: County public facilities fee

Placer County Code Article 15.32: Dry Creek watershed drainage improvement zone fee
Placer County Code Article 15.34: Parks and recreation facilities fee
Placer County Ordinance No. 5321-B: County of Placer—City of Roseville joint traffic fee
South Placer Regional Transportation Authority: South Placer Regional Transportation and Air Quality Mitigation Fee

Nothing in this Section shall limit the ability of Developer to receive credit against applicable Development Mitigation Fees for certain public infrastructure improvements constructed by Developer, as specified in other sections of this Agreement.

2.5.3 New Development Mitigation Fees. In the event after the Effective Date of the Agreement the County, or a joint powers authority or other agency of which the County currently is or during the term of the Agreement becomes a member, adopts a new development mitigation fee or impact fee on new development, other than those contemplated by the Financing Plan, in accordance with the Mitigation Fee Act (Government Code section 66000 et seq.) or other applicable law (a “**New Development Mitigation Fee**”), and the New Development Mitigation Fee is applicable on a county-wide or an area-wide basis and said area includes all or any portion of the Property, Developer shall be required to pay any such applicable New Development Mitigation Fee, except as otherwise provided herein.

2.5.4 Project Development Fees. Developer acknowledges that the requirement to comply with the Mitigation Fee Act shall only apply with respect to any New Development Mitigation Fee that may be adopted by the County or such joint powers authority or other agency. As partial consideration for this Agreement and to offset certain anticipated impacts of project approval, the costs of which may not otherwise be calculable at this time, Developer agrees to pay, and specifically waives any objection to County's lack of compliance with the Mitigation Fee Act or other applicable law in the calculation of, each of the following fees (a “**Project Development Fee**”):

2.5.4.1 Walerga Road Bridge Construction Fee. Developer shall pay a fee of One Hundred Dollars (\$100.00) per residential dwelling unit to provide additional funding for the construction of the Walerga Road Bridge. In the event the Walerga Road Bridge is constructed prior to the build-out of the Specific Plan, the fee shall remain in effect and shall be applied to other bridge or road improvements in southern Placer County.

2.5.4.2 Highways 99/70--Riego Road Interchange Fee. Developer shall pay a fee of Three Hundred Dollars (\$300.00) per dwelling unit equivalent to provide funding for the construction of an interchange at the intersection of State Highways 99/70 and Riego Road in Sutter County

("99/70--Riego Interchange Fee"). Payment of the 99/70--Riego Interchange Fee shall not be subject to imposition of a similar and equivalent fee by Sutter County. In the event Sutter County does not agree to impose a similar and equivalent fee on development projects within Sutter County and County determines that it may not be feasible to construct the Highways 99/70--Riego Road interchange, County shall identify the infrastructure project or projects that, in its sole discretion, provide the greatest benefit to County residents in southwestern Placer County and shall utilize the 99/70--Riego Interchange Fee accordingly. The 99/70--Riego Interchange Fee shall be adjusted annually from the Effective Date by the percentage of change in the 20-Cities Construction Cost Index in the Engineering News Record.

2.5.4.3 Riolo Vineyards Specific Plan Transportation Improvement Fee. Developer shall pay County a Riolo Vineyards Specific Plan Transportation Improvement Fee ("RVSP TIF") in the amount of One Thousand Dollars (\$1,000.00) per dwelling unit equivalent to provide funding for the costs of rights-of-way and improvements to roadways adjacent to the Specific Plan area which have been become necessary as a result of the analysis undertaken in conjunction with the approval of the Plan. The RVSP TIF shall be adjusted annually from the Effective Date by the percentage of change in the 20-Cities Construction Cost Index in the Engineering News Record.

2.5.5 Project Implementation Fees. Developer acknowledges that the requirement to comply with the Mitigation Fee Act shall only apply with respect to any New Development Mitigation Fee that may be adopted by the County or such joint powers authority or other agency. At the request of the Developer and to equalize the costs of implementation of the Specific Plan related to providing the County Facilities and parks, open space and trail improvements required hereunder, the costs of which have been estimated in the Financing Plan but are not otherwise calculable at this time, and to establish a source of stable funding to assure that variations in the long-term costs of providing public services are adequately provided for, Developer agrees to pay, and specifically waives any objection to County's lack of compliance with the Mitigation Fee Act or other applicable law in the calculation of, each of the following fees (a "Project Implementation Fee"):

2.5.5.1 Riolo Vineyards Specific Plan Facilities Fee ("RVSP Fee"). County shall establish and Developer shall pay the Riolo Vineyards Specific Plan Fee ("RVSP Fee") as generally outlined in the Financing Plan. The RVSP Fee shall be comprised of the costs for infrastructure and equipment that is necessary not only to support and facilitate the development of the Property, but it also required and sized to serve the remainder of the Specific Plan and the Placer Vineyards Specific Plan. The

RVSP Fee shall be established by County prior to the approval of the first small lot final subdivision map within the Property utilizing components covering the costs of the following types of public facilities and improvements, which are more specifically described in Appendix D of the Financing Plan: Sheriff and fire protection facilities, transit, parks and recreation facilities, County offices, and fee program formation, administration and fee updates. As of the date of execution hereof the amount of the RVSP Fee is estimated to be as shown in Table D-2 of the Financing Plan. County and Developer agree that the amount of the RVSP Fee is subject to and dependent upon the types of facilities required for the Placer Vineyards Specific Plan. In the event in a change in the entitlements associated with the Placer Vineyards Specific Plan results in a change in the amount, nature or character of the facilities required to be constructed in association with said Plan, then County agrees to review the RVSP Fee and adjust it as necessary to account for any such change.

2.5.5.2 Southwest Placer Fee (the "SW Placer Fee"). County shall establish and Developer shall pay the Southwest Placer Fee ("**SW Placer Fee**") as generally outlined in the Financing Plan. The SW Placer Fee shall be comprised of the costs for infrastructure and equipment that is necessary to support and facilitate not only the development of the Property, but also the remainder of the Specific Plan and other properties or other development projects in the southwest Placer County region. The SW Placer Fee shall include components covering the costs of the following types of infrastructure and equipment which are more specifically described in the Financing Plan: library facilities, regional fire center, regional corporation yard, fee program formation, administration and fee updates.

2.5.5.3 Initial Establishment of RVSP Fee and SW Placer Fee. County shall determine the initial amounts of the RVSP Fee and the SW Placer Fee based upon estimated costs of construction of the included infrastructure and estimated purchase costs of the included equipment as described in the Finance Plan.

2.5.5.4 Adjustment of RVSP Fee and SW Placer Fee. On a regular basis or when requested by Developer, but no more often than annually, subject to funding being available to the County through the administration portion of previously collected RVSP and SW Placer Fees or from advances made by Developer, County shall review the RVSP Fee and SW Placer Fee and adjust the Fees as necessary to account for actual and reasonable costs of facilities and equipment included within the Fees as such facilities are constructed and equipment is acquired, and for the projected change in the future cost of constructing facilities for which the Fees are being collected but which have not yet been constructed. County shall provide sixty (60) days advance written notice to the Developer of its intention to adjust the RVSP Fee and SW Placer Fee.

2.5.5.5 Services Shortfall Fee. In addition to the obligation to include the Property in a Services CFD in accordance with Section 3.15, below, and in

a CSA in accordance with Section 3.16 below, in order to build a services funding reserve to be utilized to ensure that the costs of services for affordable housing are not so excessive as to discourage their successful development and operation. Developer shall pay a fee (the "Services Shortfall Fee") in a dwelling unit equivalent amount as generally outlined in the Urban Services Plan, estimated as of the Effective Date to be approximately Five Thousand Five Hundred and Sixty Dollars (\$5,560.00) per dwelling unit, or such other amount, whether more or less, as the County may determine to be necessary at the time that the Services CFD and the CSA are formed and the applicable special taxes and assessments are levied. Thereafter, the Services Shortfall Fee shall be adjusted annually from the date of such determination by the greater of the percentage increase in the State of California San Francisco/Oakland/San Jose Metropolitan Area Consumer Price Index for All Urban Consumers over the twelve month period preceding each anniversary date of such determination.

2.5.6 Adjustment of Development Mitigation Fees and New Development Mitigation Fees. County shall adjust Development Mitigation Fees and New Development Mitigation Fees from time-to-time when it deems it necessary and in the interests of the County to do so. All such adjustments shall be done in accordance with County policy governing the assumptions and methodology governing adjustments of County fees generally and in accordance with the Mitigation Fee Act or other applicable law.

2.5.7 Payment of Fees. Unless otherwise specifically provided in this Agreement, Development Mitigation Fees, New Development Mitigation Fees, Project Development Fees and Project Implementation Fees shall be paid at the time of issuance of building permit, and shall be paid in the amount in effect at the time of issuance of the building permit.

2.6 Affordable Housing. Consistent with the goals and policies contained in County's General Plan and the Specific Plan, and subject to the terms of this Agreement, Developer shall develop ten percent (10%) of the total residential units within its Property as affordable housing. The goal is to provide two percent (2%) of the total residential units as affordable to moderate income households, four percent (4%) of the total residential units as affordable to low income households, and four percent (4%) of the total residential units as affordable to very low income households.

The terms "very low income" means households earning fifty percent (50%) or less of the Placer County median income, "low income" means households earning fifty-one percent (51%) to eighty percent (80%) of the Placer County median income, and "moderate income" means households earning eighty-one percent (81%) to one hundred twenty percent (120%) of the Placer County median income. Median income and allowable assets shall be determined in accordance with County policy and applicable State and federal affordable housing laws and requirements.

Developer shall satisfy its affordable obligation as follows:

2.6.1 Provision of Land for Affordable Housing. A Specific Plan designation of High Density Residential shall be applied to APN 23-200-056, the parcel located in the southwest corner of the Specific Plan area (the "HD Parcel"). It is the intent of the Parties that the HD Parcel will be available for and utilized to provide for development of affordable housing within the Specific Plan.

Developer shall record a deed restriction on the HD Parcel prior to the issuance of the approval for recordation of the first final small lot map within the Property. The deed restriction shall limit the use of the HD Parcel to the provision of affordable housing only, with the form of such deed restriction being subject to the review and approval of County Counsel. At the time Developer records the deed restriction, Developer shall also execute and record an irrevocable offer to dedicate the site to County in fee simple free and clear of the deed restriction which the County may, at any time after issuance of the 75th building permit, in its sole discretion thereafter accept subject to the provisions of this Section 2.6. The Developer shall, prior to the issuance of the 75th building permit within the Property, have caused the following improvements to the HD Parcel to be installed and operational to provide access to and service for the affordable housing site to the satisfaction of the County: (1) roadway frontage improvements, including curb, gutter and walkway improvements, (2) paved street access, and (3) utility improvements (i.e. water, sewer, electric and gas) stubbed to the property lines, and shall clear and rough grade the site if requested by County. Nothing in this Agreement shall require Developer to construct affordable housing units on the HD Parcel.

2.6.2 Right of First Refusal. In the event that the County determines after it has accepted the offer of dedication that the use of the HD Parcel as a site for affordable housing is infeasible or that the interests and ability of the County to provide affordable housing opportunities would be advanced by the development of affordable housing units at an alternative site, County may elect at its sole discretion to sell the HD Parcel; provided, however, County may not sell the site prior to the issuance of the 400th building permit for the Property as long as Developer demonstrates progress acceptable to County towards development of the site for affordable housing. County shall first offer to sell the HD Parcel to Developer on commercially reasonable terms at its then-determined fair market value free and clear of the deed restrictions. In the event that Developer elects not to acquire the HD Parcel from County, County may sell or otherwise dispose of the HD Parcel to any third party. The County agrees that the net proceeds from the sale of the HD Parcel, whether to Developer or a third party, shall be utilized by the County solely for the provision of affordable housing in the County.

2.6.3 Affordable Housing Building Fee. A per-unit building permit fee, initially equal to One Thousand Eight Hundred Dollars (\$1,800.00) per residential unit,

shall be paid upon issuance of each building permit for residential units within the Property, excluding building permits for affordable housing units, as provided in this Section 2.6. This per-unit amount shall be adjusted annually from the Effective Date by the percentage of change in the 20-Cities Construction Cost Index in the Engineering News Record. The County shall deposit all such fees in a dedicated fund restricted solely to the provision of affordable housing in the County. Developer may propose to submit a substitute form of financial security to be held by County in lieu of payment of the affordable housing building fees on a per-unit building permit basis. County shall have no obligation to accept any such security and may choose, in its sole discretion, whether or not to accept any such proposal.

2.6.4 Construction of Affordable Housing. Developer represents that it will use its best efforts to construct or cause to be constructed, prior to the issuance of the 400th building permit on the Property, a minimum of 54 affordable housing units on the HD Parcel by working with a developer which specializes in the development of affordable housing projects. In the event Developer enters into a binding and enforceable agreement for the construction of at least 54 affordable housing units on the HD Parcel and that agreement provides assurances on terms acceptable to County, in its sole discretion, that the project will result in the construction of the affordable units, then: (1) if County has accepted the HD Parcel, County shall convey the HD Parcel as provided in the affordable housing agreement at no cost to Developer to enable the affordable housing project to proceed, and; (2) County shall disburse any affordable housing building fees collected pursuant to Section 2.6.3, above, to Developer unless otherwise provided in the affordable housing agreement, and; (3) Developer shall be relieved of any further obligation to pay to County the affordable housing building fees after such date as County may determine is reasonable under the circumstances. Nothing in this Section 2.6 shall be construed to prevent Developer from constructing more than 54 affordable units on the HD Parcel, which units may be offered by Developer to other parties with affordable housing obligations under the Plan. The sale and transfer of any affordable housing credits shall be made pursuant to private transactions between Developer and any other party, and County shall have no obligation to facilitate such transfers, except to acknowledge that such affordable housing credits may be available.

2.7 Wetlands Fill Permits.

2.7.1 Developer Obligation. To the extent required to develop the Property, Developer shall obtain from the U. S. Army Corps of Engineers or other applicable permitting agency (the "**Permitting Agency**") a permit or permits (the "**Fill Permit**") to fill specific wetland resources prior to any activities resulting in impacts on wetland resources subject to Corps jurisdiction. Developer shall diligently pursue and obtain issuance of the Fill Permit and any amendment, modification or supplement thereto, or any additional Fill Permits if required, in order to implement the Project,

including but not limited to off-site improvements. Such Fill Permit or Permits shall be approved, with conditions satisfactory to the County if such conditions survive completion of the improvements and impact or limit any public uses, operations or improvements to be conveyed pursuant to this Agreement. County is in the process of developing a comprehensive habitat conservation plan, commonly referred to as the Placer County Conservation Plan, and acknowledges that, upon approval of the Fill Permit, to the extent permitted by law, the County will not seek to impose any additional conditions or requirements on Developer to mitigate the impacts of development of the Project on wetlands, notwithstanding any additional conditions or requirements that may subsequently be contained within the Placer County Conservation Plan. Developer intends to mitigate the impacts of such wetland fills through a combination of on-site preservation and on-site creation of wetland resources.

2.7.2 Maintenance by Developer. Developer, and/or its successors, shall be solely responsible for satisfying all monitoring, reporting, and maintenance, requirements under the Fill Permit during the remaining and any extended monitoring period, as determined by the Permitting Agency. During said monitoring period, Developer shall indemnify, defend and hold County harmless from any and all costs, liabilities or damages for which the County is held responsible or alleged to be responsible under the Fill Permit, which arise out of or relate to any failure of Developer to satisfy such monitoring requirements, excluding any such failure caused by the active negligence of County or any employees, agents or contractors thereof. Developer acknowledges responsibility for obtaining Fill Permit coverage for all open space uses specified in the Specific Plan and this Agreement.

2.7.3 Facilities Included in Fill Permit. Developer shall use its best efforts to ensure that the approval of its Fill Permit includes development of the bike paths, water quality structures and drainage and flood control facilities, and any other similar improvements as described in the Specific Plan and this Agreement. In this regard, Developer shall include to the extent known or planned the approximate location of proposed bike paths, passive recreation areas, water quality structures and drainage and flood control facilities on all maps and/or exhibits accompanying all Fill Permit applications to ensure all proposed open space improvements are disclosed and considered by the Permitting Agency during processing of the Fill Permit and drafting of permit conditions. If any significant modifications are proposed which conflict in any manner with the Entitlements related thereto and to the planned location and improvement of the improvements as a result of approval of the Fill Permit, the revised relocation of such improvements shall be resubmitted to the County for review. The County may approve or deny any request to relocate any of the improvements and the review of such modifications shall be made in accordance with CEQA, which may only require the County to determine, if supported by CEQA, that such relocation substantially conforms with the EIR and approvals related thereto.

2.7.4 Operation and Management Plans. Developer shall be responsible for the cost of preparation of any required operations and management plan required for the Fill Permit and to reimburse County for any costs incurred by its review thereof.

2.8 Acquisition of Necessary Real Property Interests. Except as provided for credit and/or reimbursement of costs in accordance with subsection (a) of Section 3.2.1.3 below for the PFE/Watt Road Intersection or as otherwise specifically provided by this Agreement, in any instance where Developer is required by this Agreement to construct any public improvement on land not owned by Developer, Developer at its sole cost and expense shall, in a timely fashion to allow it to construct the required improvements, acquire or cause to be acquired the real property interests necessary for the construction of such public improvements.

In the event Developer is unable after exercising all reasonable efforts, including but not limited to the rights under Sections 1001 and 1002 of the California Civil Code, to acquire the real property interests necessary for the construction of such public improvements as to property within Placer County, Developer shall request the County assist in the acquisition of the necessary real property interests. Developer shall provide adequate security for all costs the County may reasonably incur (including the costs of eminent domain proceedings and the value of the real property) and shall execute an agreement in association therewith acceptable to the County. Upon receipt of the security and execution of the agreement, County shall commence negotiations to purchase the necessary real property interests to allow Developer to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established and to the extent allowed by law, may use its power of eminent domain to acquire such required real property interests. Any such acquisition by County shall be subject to County's discretion, which is expressly reserved by County, to make all necessary findings to acquire such interest, including a finding of public necessity.

In the event Developer is unable after exercising all reasonable efforts, including but not limited to the rights under Sections 1001 and 1002 of the California Civil Code, to acquire the real property interests necessary for the construction of such public improvements as to property within the Sacramento County or any other jurisdiction other than Placer County, Developer shall immediately notify the County and shall at the same time request assistance in the acquisition of the necessary real property interests from the appropriate officials within that other jurisdiction. Developer shall provide adequate security for all costs that jurisdiction may reasonably incur (including the costs of eminent domain proceedings and the value of the real property) and, subject to such other entity agreeing on commercially reasonable terms to proceed therewith, shall execute an agreement in association therewith acceptable to that jurisdiction.

In those circumstances where the County owns property in fee on or over which development of the Property requires permanent and temporary construction easements, road rights-of-way and/or sites for public facilities, County shall grant, at no cost or expense to Developer, such permanent easement, temporary easements, rights-of-way, or sites as needed for the timely and efficient development of the Property.

This Section is not intended by the parties to impose upon the Developer an enforceable duty to acquire land or construct any public improvements on land not owned by Developer, except to the extent that the Developer elects to proceed with the development of the Property.

ARTICLE 3. DEVELOPER OBLIGATIONS

3.1 Development, Connection and Mitigation Fees. Except as otherwise provided in Section 2.5 of this Agreement, any and all required payments of development, connection or mitigation fees by Developer shall be made at the time and in the amount specified by then applicable County ordinances.

3.2 Construction of PFE Road Intersection Improvements by Developer. Developer shall be obligated to design, permit and construct improvements involving the following two (2) intersections on PFE Road: PFE/Watt Intersection and PFE/Walerga Intersection (together, the "**PFE Road Intersection Improvements**") in accordance with the requirements set forth in this Section 3.2.

3.2.1 PFE/Watt Intersection. As provided by this Section 3.2.1, Developer shall be required to design, permit and construct the PFE/Watt Intersection in accordance with the schematic design as shown in Exhibit 3.2.1, subject to final design approval by County.

3.2.1.1 Completion of Design. The right-of-way shall be acquired and the design of the PFE/Watt Intersection shall be complete and approved by the County prior to the issuance by County of the first building permit within the Western Portion of the Property. For the purposes of this Agreement, the term "Western Portion of the Property" shall mean that area owned by Developer south and west of the area zoned SPL-RVSP-O as shown in Exhibit 3.2.1.1. In the event the design for the PFE/Watt Intersection is not yet complete and accepted by County when Developer applies for approval of the said first building permit, County may withhold issuance of the building permit until such time as the design is accepted by County or, at the sole discretion of County, until Developer enters into an agreement acceptable to County providing for the completion of the PFE/Watt Intersection design to the full satisfaction of County.

3.2.1.2 Completion of Construction. The construction of the PFE/Watt Intersection shall be complete and accepted by County prior to the issuance of the 75th building permit within the Western Portion of the Property. In the event the PFE/Watt Intersection is not yet complete and accepted by County when Developer applies for approval of the said 75th building permit, County may withhold issuance of the building permit until such time as the PFE/Watt Intersection is accepted by County or, at the sole discretion of the County, until Developer enters into an agreement acceptable to County providing for the completion of the PFE/Watt Intersection to the full satisfaction of County. Developer shall be responsible for all costs of care and maintenance of the PFE/Watt Intersection until such time as County accepts it as provided herein. As a condition of acceptance, Developer shall warrant that the work shall be free of defects in workmanship and material for a period of one (1) year after acceptance.

3.2.1.3 Fee Credit and Cost Reimbursement. For design and construction of the PFE/Watt Intersection, Developer shall receive credit against its fee obligations as follows:

(a) Costs of acquisition of right-of-way: Developer shall receive fee credit for the RVSP TIF payable for 287 residential units constructed on the Property for up to one-half of the total costs of acquiring the off-site right-of-way for the PFE/Watt Intersection.

(b) Construction costs: Developer shall receive fee credit for the County road network capital improvement program traffic fee, Dry Creek Zone, payable for 287 residential units constructed on the Property for the costs of construction of the PFE/Watt Intersection to the extent such costs have been included as one of the cost components in the calculation of the fee program. In the event that Developer's actual cost of constructing said improvements exceeds Developer's Dry Creek Zone fee obligations, and there are fee credits for the RVSP TIF remaining after credit has been given for costs of acquisition of right-of-way, Developer shall receive additional fee credit for any remaining RVSP TIF credits for the 287 residential units. In the event that Developer's actual cost of constructing said improvements exceeds Developer's Dry Creek Zone fee obligations and the RVSP TIF obligations, Developer shall receive reimbursement from the County's Dry Creek Zone fee program for such excess costs up to a maximum of Four Hundred Thousand Dollars (\$400,000.00) in accordance with Section 4.2.4, below.

3.2.1.4 Inability to Construct. In the event after Developer has exercised all reasonable efforts to obtain all necessary right-of-way within Sacramento County, and thereafter Sacramento County determines not to initiate eminent domain to acquire the necessary real property interests and Developer is unable thereby to construct all of the required improvements to the PFE/Watt Intersection as shown in Exhibit 3.2.1, County may require Developer construct those improvements to the PFE/Watt Intersection which do not require property to be acquired within Sacramento

County which County in its sole discretion determines are necessary to provide interim functionality to the PFE/Watt Intersection until such time as the improvements can be constructed in accordance with the design approved in accordance with Section 3.2.1.1, and Developer's fee credit and cost reimbursements per Section 3.2.1.3 above shall be calculated based upon the cost of the improvements which the County determines will provide permanent benefit to County in association with construction of the improvements in accordance with the approved design.

3.2.2 PFE/Walerga Intersection. As provided by this Section 3.2.2, Developer shall be required to design, permit and construct the PFE/Walerga Intersection in accordance with the schematic design as shown in Exhibit 3.2.2, subject to final design approval by the County.

3.2.2.1 Completion of Design. The design of the PFE/Walerga Intersection shall be complete and approved by the County prior to the issuance of the first building permit within the Eastern Portion of the Property. For the purposes of this Agreement, the "Eastern Portion of the Property" shall mean that area of the Specific Plan owned by Developer south and east of the area zoned SPL-RVSP-O as shown in Exhibit 3.2.2.1. In the event the design for the PFE/Watt Intersection is not yet complete and accepted by County when Developer applies for approval of said building permit, County may deny the building permit until such time as the design is accepted by County or, at the sole discretion of County, until Developer enters into an agreement acceptable to County providing for the completion of the PFE/Walerga Intersection design to the full satisfaction of County.

3.2.2.2 Completion of Construction. The construction of the PFE/Walerga Intersection shall be complete and accepted by the County prior to the issuance of the 168th building permit within the Eastern Portion of the Property. In the event the PFE/Walerga Intersection is not yet complete and accepted by County when Developer applies for approval of said 168th building permit, County may withhold issuance of the building permit until such time as the PFE/Walerga Intersection is constructed and accepted by County or, at the sole discretion of County, until Developer enters into an agreement acceptable to County providing for the completion of the PFE/Walerga Intersection to the full satisfaction of County. Developer shall be responsible for all costs of care and maintenance of the PFE/Walerga Intersection until such time as County accepts it as provided herein. As a condition of acceptance, Developer shall warrant that the work shall be free of defects in workmanship and material for a period of one (1) year after acceptance.

3.2.2.3 Fee Credit and Cost Reimbursement. For design and construction of the PFE/Walerga Intersection, Developer shall receive credit against its fee obligations as follows: Developer shall receive fee credit for the County road network capital improvement program traffic fee, Dry Creek Zone, payable for 254

residential units constructed on the Property to the extent such costs have been included as one of the cost components in the calculation of the fee program as of the Effective Date. In the event that Developer's actual cost of constructing said improvements exceeds Developer's Dry Creek Zone fee obligations, Developer shall receive fee credit for the RVSP TIF for 254 units. In the event that Developer's actual cost of constructing said improvements exceeds Developer's Dry Creek Zone fee obligations and the RVSP TIF obligations, Developer shall receive reimbursement from the County's Dry Creek Zone fee program for such excess costs up to a maximum of Six Hundred Thousand Dollars (\$600,000.00) in accordance with Section 4.2.4, below.

3.3 Offers of Dedication

3.3.1 Offer of Dedication—Walerga Road. Within sixty (60) days of receipt of written request from County, Developer shall execute and deliver to the County for recordation an irrevocable offer of dedication of an easement or in fee simple in a form acceptable to the County (an "IOD"), for that portion of the Property planned to be utilized for the right-of-way for Walerga Road. That portion of the Property offered for said dedication shall be consistent with the location shown therefor in Exhibit 3.3.2; provided, however, the legal descriptions included with the IOD shall be subject to review and approval by the County prior to recordation. With respect to the foregoing dedications, the County will sign the appropriate acknowledgments to allow the dedications to be recorded, but in its sole discretion may choose to not accept the offer until the County determines it to be in the interests of the County to do so.

3.3.2 Dedication of Open Space. Developer shall include in the large lot final map an IOD for that portion of the Property planned to be utilized in conjunction with the Class 1 trail along the Dry Creek Corridor and the sewer access road improvements on the large lot final map for the Property. That portion of the Property offered for said dedication shall be consistent with the location shown therefor in Exhibit 3.3.2; provided, however, the legal descriptions shall be subject to review and approval by the County prior to recordation. With respect to the foregoing offer dedications, the County in its sole discretion may choose to reject the offer until the County otherwise determines it to be in the interests of the County to do so after completion and acceptance of all trail, sewer and other improvements to be constructed therein.

3.3.3 Dedication of "Shed B" Sewer Easement. Developer shall include in the large lot final map an IOD for that portion of the Property planned to be utilized in conjunction with the construction of the gravity sewer necessary to serve "Shed B" in the Placer Vineyards Specific Plan on the large lot final map for the Property. That portion of the Property offered for said dedication shall be consistent with the location shown therefor in Exhibit 3.3.3; provided, however, the legal descriptions shall be subject to review and approval by the County prior to recordation. With respect to the foregoing offer dedications, the County in its sole discretion may choose to reject the offer until the County otherwise determines it to be in the interests of the County to do.

3.3.4 Dedication of Cemetery Property. Within one hundred twenty (120) days of the Effective Date of this Agreement, Developer shall execute and deliver to the Roseville Cemetery District (the "**Cemetery District**") an IOD for that portion of the Property planned for cemetery use as shown on the Specific Plan (the "**Cemetery Property**"). The offer shall be irrevocable for a minimum period of twenty (20) years after the Effective Date. Developer may condition acceptance of the offer: (1) to require the Cemetery District offer to dedicate to County, at no cost, sufficient right-of-way along the western boundary of the current Cemetery District property in order to provide for the construction of all necessary improvements to Watt Avenue as generally identified in Exhibit 3.2.1, and (2) to require Cemetery District to waive any cemetery impact fees that may be imposed by the District upon the development of the Property. If the offer is not accepted by recorded written notice by the Cemetery District or any successor thereto or assignee thereof during said twenty (20) year period, the offer may thereafter be rescinded by Developer upon written notice to the Cemetery District.

3.3.5 Adjustments to Dedications. County acknowledges that, as Developer processes large lot and small lot subdivision maps for the Property, minor adjustments to the boundaries of the dedicated areas may be required based on the final engineering for such maps. County and Developer agree to cooperate with any such proposed adjustments or relocations, provided the approval of such adjustments or relocations shall be subject to the County's sole discretion. Upon such approval, County and Developer will cooperate to effect such adjustments or relocations, subject to Developer offering to dedicate to the County any replacement area that may be required by such adjustment or relocation so long as any such replacement area has not then been developed by Developer.

3.3.6 Acknowledgment of Excess Park Dedication and Additional Dedications for Park Sites. To ensure that the full amount of planned active park sites are dedicated and developed for the benefit of future residents of the Specific Plan, Developer agrees that it shall not have any right to seek any subsequent reduction in the amount of active park acreage to be dedicated hereunder, even though these dedications may exceed the General Plan requirement or will exceed such requirement due to any subsequent reduction in residential development of the Property. County agrees that, in consideration of Developer's covenant to dedicate these park sites, construct the park facilities as required herein, and/or pay the RVSP Fee, such covenants fully satisfy and the County shall not impose any other park dedication or Quimby Act fee. The County agrees that the provisions of the Specific Plan and the commitments contained herein satisfy the General Plan park obligations for the dedication of neighborhood/community parks, recreational facilities and open space related to development of the Property.

In the event of any such excess dedication, Developer shall not receive any park land credit or any park fee credit for construction of park improvements on such additional acreage, which construction shall be at the sole cost and expense of Developer.

3.3.7 County Acceptance of IODs. Except as expressly provided for by this Agreement, all dedicated areas and any other property to be conveyed in fee or by easement to County pursuant to this Agreement shall be with good and marketable title, free of any liens, financial encumbrances, special taxes, or other adverse interests of record, subject only to those exceptions approved by County in writing. The foregoing shall not preclude inclusion of such public property within a financing services district, so long as the levy or assessment authorized thereby is zero (0) while the property is used for public purposes. Developer shall, for each such conveyance, provide to County, at Developer's expense, a current preliminary title report, a CLTA standard coverage title insurance policy in an amount specified by County, and a Phase 1 site assessment for hazardous waste approved by the County. In the event the Phase 1 site assessment indicates the potential presence of any hazardous waste or substance, County may require additional investigation be performed at Developer's expense. Developer shall bear all costs of providing good and marketable title and of providing the property free of hazardous wastes or substances.

3.3.8 Release of Excess Offers of Dedication/No Compensation. County agrees that subsequent adjustments to or releases of areas approved by the County that were previously offered for dedication by Developer shall not require any compensation to be paid by Developer, notwithstanding any existing County ordinances or policies to the contrary. Developer's early dedication hereunder, together with its covenant to dedicate any replacement area that may be required by an adjustment or relocation, provides adequate compensation to the County for any such subsequent abandonment by the County of these dedicated areas.

3.4 Public Utilities Within Rights-of-Way. Except as otherwise set forth in the Specific Plan or otherwise required by County as provided below, public utilities shall be located within the rights-of-way to be granted by Developer to County for public utility and/or landscape easements or within rights-of-way granted by Developer to County for the arterials, collectors and other local streets within the Property. Accordingly, upon approval of the large lot final subdivision map (or any phase of it), or demand of the County based upon service needs, whichever occurs first, in addition to the dedications to be provided pursuant to Section 3.3 above, Developer agrees to grant and convey to County, through a recorded irrevocable offer of dedication or other means acceptable to County, the rights-of-way for any additional streets or public utility easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Developer shall grant a public utility easement that shall merge with the rights-of-way upon completion of the

applicable street improvements. The width of the road rights-of-way and public utility and/or landscape easements shall be as shown in the Specific Plan.

Nothing in this Agreement shall be construed to limit or restrict the right of the County to require the dedication of an easement for utility purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the County and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement. The County may also, in its sole discretion, approve alternative locations for utilities, such as through parks or open space areas.

3.5 Volumetric Compensation Replacement Basins. Developer shall construct all volumetric compensation replacement basins entirely within property owned by Developer and not within any parcel to be dedicated to County. Developer and/or its successors, through a homeowners association or other private entity, shall be solely responsible for satisfying all monitoring and maintenance responsibilities for the volumetric compensation replacement basins in perpetuity. In addition to any other obligation for indemnification herein, Developer and its successors shall indemnify, defend and hold County harmless from any and all costs, liabilities or damages for which the County is held responsible or alleged to be responsible which arise out of or relate to any failure of Developer to satisfy or fulfill such monitoring and maintenance requirements.

3.6 Road-related Improvements.

3.6.1 Frontage Improvements. Developer shall be obligated as deemed necessary by County, at its sole cost and expense and without any right of reimbursement or fee credit from the County, to design and construct all road frontage improvements within or adjacent to the Property, specifically including but not limited to the HD Parcel. Such improvements shall include curb, gutter, utilities, landscaping, streetlights, pavement (including, but not limited to, asphalt, concrete, aggregate base and aggregate sub-base), underground water, sewer and drainage improvements, wholly within the Property and to the centerline of the road rights-of-way adjacent to the Property and, as deemed necessary by County, the full width of landscape medians. Such improvements shall also include any additional pavement widening at intersections within or adjacent to the Property to accommodate turn lanes and bus turnouts (including the approaches to intersections and separate lanes for each turning movement), all grading, drainage laterals and inlets, cross culverts, traffic signing and striping, underground portions of traffic signals and signal interconnects in conjunction with joint trench work along all arterial roadways and at other locations deemed necessary by the County.

The improvements described above in this subsection 3.6.1 that are the responsibility of Developer shall be referred to herein collectively as the "**Frontage Improvements**".

Where a roadway is to be constructed by Developer adjacent to an open space parcel located within the Property, Developer shall be responsible for the Frontage Improvements adjacent to the parcel, including the construction of the sidewalk and any required landscaping. Where a roadway is to be constructed by Developer adjacent to a park parcel that will be subsequently developed for an active public use, Developer shall be responsible for the Frontage Improvements adjacent to the parcel, excluding, however, the construction of the sidewalk and landscaping (which shall be installed in conjunction with the subsequent development of such parcels for public use). Developer shall also be responsible for the costs of any Frontage Improvements adjacent to the sewer lift station site, cemetery property, or water storage, electrical substation or other public utility site, provided the costs thereof shall not be included within the RVSP Fee or other County fee, but may be recoverable by Developer in accordance with the separate acquisition agreement to be entered into between Developer and the district or entity that will be acquiring such site.

3.6.2 Timing of Sidewalks and Landscaping. Sidewalks/trails and landscaping to be installed adjacent to single-family subdivisions within the Plan Area shall be installed concurrently with the subdivision improvements for each single-family residential-lot subdivision. Landscape medians shall be installed concurrently with the road improvements that include such medians.

In addition to the general rule above, depending on the timing of other development within the Specific Plan, to the extent deemed necessary by the County to provide pedestrian connections along applicable thoroughfares, arterials or collectors, County may require Developer to install temporary or permanent sidewalk improvements as part of any road improvements being installed by Developer adjacent to the Property.

3.6.3 Road Improvement Standards. Unless the Specific Plan provides otherwise, the design and construction of all improvements shall be in accordance with County's Land Development Manual, as amended and updated from time-to-time. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the County's Land Development Manual. As to any road improvements to be constructed by Developer hereunder, Developer shall have the responsibility of securing any and all local, state and federal permits necessary for such construction.

3.7 Water Supply.

3.7.1 Water Facilities. Developer acknowledges that the water transmission and storage facilities to be installed by Developer will be owned and operated by the Placer County Water Agency ("PCWA") and/or Cal-Am Water Company ("Cal-Am"). Accordingly, the design of these water facilities shall be subject to approval by PCWA and/or Cal-Am, and any reimbursements or credits associated with these water facilities shall be subject to and dependent upon Developer entering into a separate agreement(s) with PCWA and/or Cal-Am. The costs of these water facilities shall not be included within the RVSP Fee or any other County fees.

3.7.2 Periodic Confirmation of Water Supply. The County has determined, and Developer agrees, based upon the current information at the time of approval, that the available water supply is sufficient to serve all of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project, which was based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the current information on water usage by the various land uses included and permitted within the County and the proposed land uses within the Project. The sources of water evaluated for the Project are the same types of sources currently used throughout the County. Developer is satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all of the Project. On an annual basis during the Term of this Agreement, the Parties shall meet with the Placer County Water Agency and/or Cal-Am and review the underlying assumptions regarding water demands of the Project and sources of water for the Project, including the remaining capacity within the 10-mgd wheeling agreement between PCWA and the City of Roseville. If the actual demand and sources appear that they will differ materially from the assumptions upon which the Project was approved, and that the difference(s) will negatively affect the utility's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure that the water supply will meet the Project's demands. Development and implementation of such measures shall be at no cost to County. Notwithstanding any other provision of this Agreement, including but not limited to Sections 2.2 and 2.4.1, the County shall have the right to impose any restrictions needed to assure that the further development of the Project will be consistent with the then current assessment of the available water supply. County restrictions may include, but shall not be limited to, additional conservation measures, water transfers, limitation on new tentative maps and permits and such other measures as the County deems necessary.

3.8 Sewer Master Plan. As part of the approval of the EIR, Developer prepared a Sewer Master Plan for providing sewer service to the developed properties within the Specific Plan area. Prior to the approval for recordation of the first small lot

final subdivision map within any portion of the Specific Plan, Developer shall submit an updated Sewer Master Plan for review and approval by County which shall include information on wastewater generation rates, peaking factors, location, placement and sizing of gravity pipelines, force mains, lift stations, and other necessary infrastructure for proposed development of the Property.

3.9 Drainage Facilities. Developer shall dedicate land for and provide drainage improvements as provided in this Section and as required by the conditions of any small lot tentative map.

3.9.1 Drainage Master Plan. As part of the approval of the EIR, the County approved a drainage study. Developer shall prepare a Drainage Master Plan updating the work previously undertaken in conjunction with the EIR, which shall be approved by the County prior to the approval for recordation of the first large lot final subdivision map within any portion of the Specific Plan. The Drainage Master Plan shall identify each of the drainage sheds within the Plan Area and the drainage facilities required to serve each drainage shed. Subject to the Other Agency Approvals described below, the Drainage Master Plan shall identify the size and location of all drainage facilities proposed for each of the drainage sheds within the Plan Area, except that the details of any drainage facilities internal to a phase of a small lot tentative map which does not serve any other portion of the Plan Area may be deferred to the improvement plans for that phase.

3.9.2 Other Agency Approvals. Prior to the issuance of any grading permit, or approval of any improvement plans, or recordation of a small lot final subdivision map for any development within an affected drainage shed of the Plan Area, Developer shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues (the "**Other Agency Approvals**"), including, but not limited to, the Regional Water Quality Control Board ("**RWQCB**"), the U.S. Army Corps of Engineers and the California Department of Fish and Game for all the drainage facilities planned to be located within or serving such drainage shed. The requirement to obtain these Other Agency Approvals for all drainage facilities serving the drainage shed and/or any grading in the drainage shed prior to any development within such drainage shed shall apply whether or not Developer will be constructing all or only a portion the planned drainage facilities for development of the Property.

Prior to the construction of any improvements, Developer shall prepare and implement a Storm Water Pollution and Prevention Plan (SWPPP), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWPPP and as approved by the RWQCB and County. Developer shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading.

3.9.3 Construction Consistent with Drainage Master Plan and Other Agency Approvals. Prior to the issuance of any grading permit, or approval of any improvement plans, or recordation of a small lot final subdivision map for any portion of the Property, Developer shall design and construct the drainage facilities required to serve development of the Property, or such portion thereof, consistent with the Drainage Master Plan, any conditions of approval for the map, and the Other Agency Approvals. For each portion of the Property then proposed for development, Developer shall construct all drainage facilities located within such developing portion of the Property. Also, for each portion of the Property then proposed for development, Developer shall design and construct all downstream permanent or interim drainage facilities within the applicable drainage shed required to provide drainage of the developing portion of the Property.

3.9.4 Storm Drains. Developer shall construct storm drain mains and laterals as required by the Drainage Master Plan, the conditions of the small lot tentative subdivision map and in accordance with the County's then current improvement standards, and shall provide laterals to serve all parcels on the Property, including, but not limited to, commercial, multifamily, park and other public sites. Storm drain main and laterals necessary for future connections and/or extensions to other portions of the Property shall be constructed to the property line of each developing portion of the Property concurrently with the construction of connecting open channels or storm drain mains.

3.9.5 Maintenance of Interim and Permanent Drainage Facilities. The construction of the drainage facilities will require on-going funding for long-term maintenance and repair. The maintenance of the drainage facilities is anticipated to be funded by either the Services CFD described in Section 3.15 below or the County Service Area described in Section 3.16 below. Developer and County acknowledge that the maintenance of these drainage facilities will benefit the entire Specific Plan area. Therefore, the funding for such maintenance shall be shared on an equitable basis by all developable property within the Specific Plan, as determined by the County in connection with the formation of the Services CFD and CSA. Developer shall be solely responsible for the maintenance of any interim drainage facilities needed to be constructed by Developer in conjunction with development of a portion of the Property and which does not constitute part of the permanent drainage facilities for the Property.

3.10 Parks and Open Space.

3.10.1 Parks Facilities. Park facilities shall be developed as set forth in the Specific Plan and this Agreement. In the event of an inconsistency or conflict between the provisions of the Specific Plan and this Agreement in regard to park facilities, the provisions of this Agreement shall apply and govern.

3.10.2 Construction of Park Facility Improvements. Developer shall design and install park improvements for all park sites consistent with the acreage and facilities requirements as shown in the Specific Plan for the Property and Exhibit 3.10.2 to this Agreement, in accordance with the following provisions:

Park Sites 1 and 2: Developer shall improve Park Sites 1 and 2 in conjunction with the adjacent residential subdivision on the Property. Developer shall have the discretion to determine whether Park Site 1 or Park Site 2 is improved first, based upon phasing of adjacent residential development. Construction of improvements on the initial park site (whether Park Site 1 or Park Site 2) shall commence prior to the issuance of the 120th building permit on the Property, and shall be completed to the satisfaction of the County within one year following the commencement of construction. Construction of the second park shall commence prior to the issuance of the 270th building permit on the Property, and shall be completed to the satisfaction of the County within one year following the commencement of construction.

Park Site 3: Developer shall improve Park Site 3, commencing construction prior to the issuance of the 500th building permit on the Property. Construction of facilities and improvements on Park Site 3 shall be completed to the satisfaction of the County within one year following the commencement of construction.

Park Site 4: Developer shall have no obligation to construct facilities or improvements on Park Site 4.

3.10.2.1 Developer shall be responsible for all costs to construct the park improvements for its applicable park sites consistent with the approved plans therefor and shall not be limited by the cost estimates used for development of the Specific Plan. Developer further acknowledges that County shall have no obligation to pay any reimbursement in the event of any shortfall between the total fee credit amount for the parks and recreation facilities fee obligations for the Property and the actual costs incurred by Developer therefor

3.10.2.2 Park improvements constructed by Developer for each park shall include all utilities and all landscaping and irrigation necessary to serve the park. When installing road improvements adjacent to a park site, Developer shall construct the necessary Frontage Improvements therefor (excluding landscaping and sidewalks, unless the park is developed at the same time as such Frontage Improvements are being installed) and stub utilities for the park site, subject to direction from the County on the location of such utility stubs. The costs of the Frontage Improvements shall be included as part of the construction of the adjacent park facility.

3.10.2.3 Upon satisfactory completion of the park improvements by Developer, County shall accept the dedication of the improved park site and assume the ownership and maintenance thereof, provided the cost of such maintenance shall be funded by either the Services CFD or County Services Area described in Sections 3.15 and 3.16 below.

3.10.3 Construction of Pedestrian, Bike and Equestrian Trail Improvements. Developer shall design and construct any pedestrian, bike and/or equestrian trail improvements, including signage, to be included within any portion of the Property and/or adjacent open space (collectively, the “**Trail Improvements**”) to be located within any portion of the Property, subject to and in accordance with the following provisions,

3.10.3.1 Except for Trail Improvements to be located within parks, which shall be installed as part of the park improvements therefor, Developer shall install the sections of any Trail Improvements within its Property as and when it installs the subdivision improvements within the applicable portion of the Property and/or adjacent to open space contained within the Property, but in no event later than the issuance of building permits for more than 75% of the number of residential units approved for the Property. The Trail Improvement to be installed upon development of the Property is generally shown in the Specific Plan. Connections to the Trail Improvements from the Property shall be installed at the same time as the subdivision improvements for the adjacent parcel(s) are installed, which connections shall be included as part of the subdivision improvements for such parcel. Developer shall construct the Class 1 trail along the Dry Creek Corridor concurrently with sewer force main and access road improvements, as depicted on Exhibit 3.10.3.1.

3.10.3.2 The applicable Trail Improvements shall be constructed and improved according to the provisions of the Specific Plan. The Trail Improvements shall be designed in accordance with the County’s design standards and the design standards to be included as part of the Parks Master Plan. Developer shall be responsible for all costs associated with the design and construction of the Trail Improvements, including the costs of preparing the required plans and drawings and, if necessary, obtaining any and all other required permits and any required supplemental environmental analysis.

3.10.3.3 Developer shall proceed with and complete the construction of the Trail Improvements in accordance with the approved plans at the same time as it installs and completes the subdivision improvements for the applicable or adjacent subdivision.

3.10.3.4 Upon completion of any Trail Improvements by Developer, County shall accept the dedication of the applicable Trail Improvements and any associated contiguous open space area within which such Trail Improvements are located and assume the maintenance thereof; provided, however, the cost of such maintenance shall have been funded by the creation of a Services CFD and/or the County Services Area described in Sections 3.20 and 3.21 below.

3.10.4 Satisfaction of Park Obligations. The County acknowledges that Developer's covenants to construct the Park and Trail Improvements pursuant to this Agreement, fully satisfies the County's development mitigation fee requirements for parks and recreation facilities as set forth in Placer County Code Article 15.34.

3.11 Construction of Sewer Infrastructure. In addition to design and construction of any sewer infrastructure required to serve the Property in accordance with the Sewer Master Plan, Developer shall design and construct the sewer lift station to accommodate the receipt and transmission of sewer flows from "Shed B" within the Placer Vineyards Specific Plan, including such stubs as may be necessary to connect any future gravity sewer infrastructure without interruption to the operation of or redesign of the lift station, in accordance with plans approved by County; provided, however, Developer shall only be required to install pumps to serve the Riolo Vineyard Specific Plan. Developer shall include in its design of the lift station design of the gravity sewer infrastructure required to serve Shed B, consisting of approximately 1,800 linear feet of sewer collector pipe. Developer shall be entitled to full reimbursement from Benefitted Properties for all costs of design and construction of sewer infrastructure in excess of that required to provide service to the Property in accordance with Section 4.2.5 below.

3.12 Other Public Facilities. Developer shall reserve for acquisition by the applicable public agency any lands located within the Property that are planned for water tanks, electrical utility substations and other such facilities to be acquired by a public agency other than the County. The terms and conditions for the sale of such reserved sites to the applicable entities, including the payment of any reimbursements or provision of any credits for the value of such sites and any improvements by Developer thereto, shall be subject to separate agreements with the applicable entities.

3.13 School Fee Agreements. Developer shall enter into a separate written agreement with the Center Unified School District prior to approval of any small lot residential final subdivision map for recordation or issuance of any residential building permit (excluding permits for model homes). Any such agreement shall consider the timing for construction of a signal at the entrance of the proposed Rex Fortune School intersection of PFE Road and "Eastern" Street, the timing for the construction of sewer infrastructure across the Plan area to serve the proposed Rex Fortune School, the

conveyance to the Center Unified School District of a utility site within the Plan area and the conveyance by the Center Unified School District of right-of-way on Watt Avenue to allow for the construction by Developer of PFE/Watt Intersection Improvements as required by Section 3.2.1, above.

3.14 Community Facilities District – Project Infrastructure.

3.14.1 Formation. At the request of the Developer, County may form one or more community facilities districts for the purpose of financing the acquisition of a portion or portions of the public infrastructure and facilities within the Specific Plan (an “**Infrastructure CFD**”). The infrastructure and facilities that may be constructed and/or acquired with Infrastructure CFD funds include, without limitation, roads, water, sewer, drainage, public utilities, parks, open space and other such public facilities of the County located within the Plan Area and/or required to serve development of the Plan Area (“**CFD Improvements**”). Formation of an Infrastructure CFD shall be pursuant to and consistent with the requirements of this Agreement, applicable County policies, including the policies of the County Bond Screening Committee, and the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et seq.).

3.14.1.1 Nothing in this Section 3.14 shall be construed to require Developer to form an Infrastructure CFD nor, if formed, to preclude the payment by an owner of any of the parcels within the Property to be included within the Infrastructure CFD of a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds. Nothing in this Section shall be construed to require County to form an Infrastructure CFD if County determines formation would not be consistent with applicable County policies or, in its sole discretion, prudent public fiscal practice. In determining whether to form an Infrastructure CFD, County shall first consider the need for and fiscal impact of the creation of a Services CFD and/or CSA as provided below, and then the need for and fiscal impact of this financing tool to provide funding for the CFD Improvements.

3.14.1.2 Concurrent with any formation of the Infrastructure CFD, the Developer and County shall enter into a shortfall and acquisition agreement, in form and substance acceptable to County, whereby the Developer shall covenant to finance the costs of the CFD Improvements then required to be installed pursuant to the terms of this Agreement and the Entitlements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such improvements. To the extent permitted by and consistent with statute, including without limitation, Government Code Section 53313.51, the acquisition agreement may, if agreed to by County in its sole discretion, include provisions to permit payments for discrete portions of improvements during construction of any CFD Improvements that have been accepted by

County and are capable of serviceable use and to permit payments for discrete portions or phases of the partially completed improvement, as the costs thereof are incurred by the Developer and confirmed by County.

3.14.1.3 Nothing herein shall be construed to limit Developer's option to install the CFD Improvements through the use of traditional assessment districts or private financing.

3.14.2 Effect of CFD Financing on Credits and Reimbursements. Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Developer for construction of certain improvements, and such improvements are financed by the Infrastructure CFD, at the request of Developer (i) the Developer shall receive credits against the applicable Development Mitigation Fee, New Development Mitigation Fee, Project Development Fee, or Project Implementation Fee, based on the amount of financing provided for the improvements by the Infrastructure CFD that would otherwise have been funded by such Fee up to, but not in excess of, the amount that will be funded by such Fees by the properties within the Infrastructure CFD or (ii) the amount of the Fee otherwise applicable to such improvements for the Property shall be adjusted as necessary to reflect the funding of such improvements by the Infrastructure CFD. Alternatively, Developer may request that Infrastructure CFD funds be used to acquire facilities not included for financing by any fee program. To preserve Developer's right to receive reimbursement for the share of any costs of improvements that benefit properties outside of the Infrastructure CFD, Developer may request that acquisition by CFD funds of any facilities included for financing by a fee program not exceed the amount of such fees that would otherwise be payable by Developers' Property within the Infrastructure CFD.

3.14.3 Effect of CFD Financing on Required Security. If and to the extent proceeds from CFD special taxes and/or bond sales are available to fund the acquisition and construction of the Backbone Infrastructure, then upon request of the Developer, the County shall consider reserving and sequestering the available CFD funds for the acquisition and construction of the foregoing improvements in the amount and for the improvements as designated by the Developer in such request, and said funds may then be credited against Developer's obligation to post security acceptable to the County to assure completion of such designated improvements.

3.15 Community Facilities District – Services

3.15.1 Formation. Prior to the approval for recordation of the first large lot final subdivision map within any portion of the Specific Plan, a community facilities district shall be formed that includes the Property for the purposes of funding services described in Section 3.15.3 ("**Services CFD**"). Developer consents to and shall cooperate in such formation and the imposition of any special tax necessary to fund the services. Upon formation, Developer hereby consents to the levy of such special taxes

as are necessary to fund the services obligations described in Section 3.15.3 in amounts consistent with Section 3.15.4 and hereby acknowledges that any such special tax is necessary to provide services in addition to those provided by County to the Property before the Specific Plan was approved.

3.15.2 Additional Service CFDs/Tax Zones. The County may require the formation of more than one Services CFD, and a Services CFD may be divided as necessary into zones, among which the amount of the special tax may vary.

3.15.3 Services. The Services CFD shall provide the funding required for new and/or enhanced services to be provided by County to the Property and within the Plan Area which would not have been necessary but for the approval of the Entitlements. The funds shall be utilized for some or all of the following purposes:

- 1) Sheriff services;
- 2) Fire protection and suppression services, including ambulance and paramedic services;
- 3) Recreation program services;
- 4) Library services;
- 5) Maintenance and lighting of roads, streets, parks, landscaping, and open space, including off-site open space and habitat mitigation lands;
- 6) Maintenance of storm drainage systems; and
- 7) Any other service provided by the County to the Property that may be allowed by law to be funded through a community facilities district

3.15.4 Special Tax Levy. Developer acknowledges that the Placer County General Plan requires that new development must pay the cost of providing public services that are needed to serve new development, and that but for Developer's agreement to fund the necessary levels of service to the Project, County would not have approved the Entitlements. County has prepared and Developer has reviewed studies ("**Service Level Studies**") which analyze the levels of service that County desires be provided to the Project and Developer concurs that the nature of the Project will create new demands on County services and require services and service levels that the County has not previously provided to residents of County. Developer further acknowledges that County has limited resources to fund such services from existing and future ad valorem property tax revenues and that additional funding as set forth in the Urban Services Plan will be required to maintain levels of service acceptable to County, although the exact amount of such additional funding is not certain at this time. Developer further acknowledges that it is County's objective that new services required by approval of the Specific Plan will not adversely impact the County's general fund obligations or fiscal revenues from existing and future ad valorem property taxes. In association with the formation of the Services CFD, Developer agrees to a special tax levy that is sufficient to provide funding for the levels of service as ultimately required by County based upon the Service Level Studies and the Urban Services Plan.

It is County's intention to maintain a comparable level of service for other specific areas proposed for development within the County. In the event the County subsequently elects not to maintain a comparable level of service in any new specific plan area approved by the County, the County shall review the levels of service being funded by the special tax levy and may, if it determines in its sole discretion that the public's interests are best served thereby, adjust the level of service for the Specific Plan to reduce the amount of special taxes authorized to be levied by the Services CFD by an appropriate amount to be consistent with any such reduced level of services in such other specific plan areas.

3.15.5 Public Parcel Exclusion. Developer expressly agrees that any lot or parcel conveyed or to be conveyed to the County or to a Special District shall be excluded from any tax levy imposed by the Services CFD so long as such parcels remain in the County's or School District's ownership.

3.16 County Service Area - Services.

3.16.1 Formation. If required by the County, in addition or as an alternative to a Services CFD, prior to the approval for recordation of the first large lot final subdivision map within any portion of the Specific Plan, Developer consents to and agrees to petition to the Placer County Local Agency Formation Commission for the formation of a county service area ("**CSA**") to include the Property. Developer consents to the imposition of such assessments, fees and charges as may be necessary in order to provide the funds for services as described in Sections 3.15.3, above, to the extent such services are not funded or are under funded in a Services CFD, or to provide funds for services for which funding is not available through a Services CFD, including but not limited to the maintenance and repair of roads, trails, bikeways, sewers or other public infrastructure, or any other service that may be allowed by law to be funded through a county service area, in amounts consistent with Section 3.16.4, below. For the purposes of Article XIID of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the CSA will provide a "special benefit" to the Property as defined by said Article.

3.16.2 Additional CSAs/Zones of Benefit. The County may require the formation of more than one CSA, and a CSA may be divided as necessary into zones of benefit among which the amount of assessment, fee or charge may vary.

3.16.3 Waiver of Protest. Developer agrees, on behalf of itself and its successors in interest and subsequent homeowners' or similar associations, that Developer and its successors will participate in and will not protest the formation of a CSA or another similar such financing mechanism as may be required by the County to establish and collect funds through assessment or other means for the described

services, and that they waive any and all rights to protest formation and continued assessment pursuant to the Majority Protest Act of 1931 (Streets and Highways Code §2800 et seq.) or any similar statute or constitutional provision whether currently existing or hereafter adopted, including but not limited to any provisions of California Constitution Article XIIC; provided, however, such participation and waiver shall apply only as to the individual property owner's fair share of the services costs to be shared by all Developers within the Specific Plan.

3.16.4 Amount of Assessment, Charge or Fee. Developer acknowledges that the Placer County General Plan requires that new development must pay the cost of providing public services that are needed to serve new development, and that but for Developer's agreement to fund the necessary levels of service to the Project, County would not have approved the Entitlements. County has prepared and Developer has reviewed Service Level Studies which analyze the levels of service that County desires be provided to the Project and Developer concurs that the nature of the Project will create new demands on County services and require services and service levels that the County has not previously provided to residents of County. Developer further acknowledges that County has limited resources to fund such services from existing and future ad valorem property tax revenues and that additional funding as set forth in the Services Plan will be required to maintain levels of service acceptable to County, although the exact amount of such additional funding is not certain at this time. Developer further acknowledges that it is County's objective that new services required by approval of the Specific Plan will not adversely impact the County's general fund obligations or fiscal revenues from existing and future ad valorem property taxes. In association with the formation of a CSA, Developer agrees to an assessment amount that is sufficient to provide funding for the levels of service as ultimately required by County based upon the Service Level Studies and Services Plan.

It is County's desire to maintain a comparable level of service for other specific areas proposed for development within the County. In the event the County subsequently elects not to maintain a comparable level of service in any new specific plan area approved by the County, the County shall review the levels of service being funded by the assessment and, if it determines in its sole discretion the public's interests are best served thereby, adjust the level of service for the Specific Plan to reduce the assessment amount authorized to be levied by the CSA by an appropriate amount to be consistent with any such reduced level of services in such other specific plan areas.

3.16.5 Public Parcel Exclusion. Developer expressly agrees that any lot or parcel conveyed or to be conveyed to the County or to a Special District shall be excluded from any assessment imposed by the CSA so long as such parcels remain in the County's or School District's ownership, and acknowledges that such parcels do not and will not receive a special benefit from the CSA.

3.17 Encroachment Permits, Landscape Maintenance Easements. Developer and County agree to grant encroachment permit(s) or maintenance easements to the Developer or County, or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or County property (including streets and rights-of-way) to perform the maintenance obligations described herein.

3.18 Advance Funding for County Administration. Developer acknowledges that in order for County to implement the Specific Plan and to assist Developer with its development of the Property, County will incur costs for administration, staff, and consultants for such tasks as reviewing offers of dedication for roads and other County facilities, reviewing master plans, checking plans for the infrastructure, establishing the RVSP and SW Placer Fee programs and the financing mechanisms required to fund the costs of providing services to the Property, administering compliance with this Agreement, and preparing for the submission of applications for Subsequent Entitlements, including large lot and small lot tentative maps. Developer acknowledges that County may begin to incur such costs immediately upon approval of this Agreement in advance of when any application would be submitted or any development fee would be collected which might include funding to cover any of such costs. Developer acknowledges that, but for Developer's agreement to fund such costs in advance, County would not and could not approve the development of the Property as provided by this Agreement.

Within thirty (30) days of written documentation from County verifying that it has determined that it will begin to incur costs to administer the obligations of Developer under this Agreement and the Plan and that County has identified the amount of the advance funding necessary to undertake the tasks required to be performed by County to facilitate development of the Property by Developer under this Agreement as generally described above, Developer shall deposit with the County the sum identified by County. Developer shall also deposit such funds from time to time as may be necessary to pay for any consultants retained by the County that are needed to assist County with such tasks. County shall provide a regular accounting of the utilization of said funds and shall not utilize such funds when otherwise not necessary because of the receipt of sufficient fee revenues in association with an application by Developer for which a processing fee is otherwise required.

3.19 Disclosures to Subsequent Purchasers. This Agreement shall constitute notice to all successors to Developer hereunder, and to all subsequent purchasers of any lots, parcels and/or residential units within the Property, of all of the matters set forth herein. If Developer records any Property CC&Rs, such CC&Rs shall include disclosure of the existence of this Agreement and a summary of the material obligations contained herein.

3.20 Construction Waste. Developer shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or require that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Developer shall require that contractors and subcontractors submit records annually of waste diversion and disposal to the County's Facilities Services Department, Solid Waste Division, in order to verify compliance with this requirement.

3.21 EIR Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Developer elects to develop the Property, Developer shall be bound by, and shall perform, all mitigation measures contained in the Plan EIR related to such development which are adopted by County and are identified in the Mitigation Monitoring Plan as being a responsibility of Developer.

3.22 Waiver. In consideration of the benefits received pursuant to this Agreement, Developer, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the County of Placer or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement, that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Developer, or that are logically implied by this Agreement.

ARTICLE 4. COUNTY OBLIGATIONS

4.1 County Cooperation. County agrees to work in good faith with Developer, as it applies to County for permits that may be required by County and, to the extent applicable, other public, state and federal agencies. In the event State or Federal laws or regulations enacted after the Effective Date of this Agreement or action of any governmental jurisdiction other than the County prevents or precludes compliance with one or more provisions of this Agreement, or requires material modification of the Entitlements or a Subsequent Entitlement approved by County, Developer shall notify County in writing of the anticipated duration of any delay caused thereby, and, provided any such delay is not the fault of Developer, the parties agree that the provisions of this Agreement shall be extended as may be reasonably necessary to comply with such new State and Federal laws or regulations or the regulations of the other governmental jurisdictions.

4.2 Credits and Reimbursements. Developer will, pursuant to this Agreement, dedicate certain lands and construct certain improvements which might otherwise be paid for by the County or other parties, and which may serve other properties or which could be financed by Development Mitigation Fees, New Development Mitigation Fees,

Project Development Fees, Project Implementation Fees, or any other fees applicable to the Project. Developer's rights to credits and reimbursements for any obligations set forth in this Agreement are defined in this Section 4.2. The County shall have the right to review and approve all construction contracts and change orders (as provided in Section 4.2.3 below) prior to agreeing to include such associated costs in any fee program. This approval shall be limited only to the decision to include the costs in the fee program and shall not be construed to allow or require County approval of any contract between Developer and any contractor. Nothing herein shall be construed to constitute any guarantee that Developer will receive full reimbursement for its costs incurred to dedicate land and/or construct improvements as required by this Agreement. The parties hereto agree that, in consideration of the dedication of such lands and construction of such improvements by Developer and, upon County's acceptance of such improvements, Developer shall be entitled to credits and reimbursement only as follows:

4.2.1 Credits Generally. To the extent Developer advances the cost, either in cash or through its participation in the Infrastructure CFD, for the siting and construction of infrastructure that is included within existing, or will be included in future, Development Mitigation Fees, Project Development Fees, New Development Mitigation Fees, Project Implementation Fees, or any other fees applicable to the Project, County shall grant to the Developer a credit for the amount of such costs advanced or deemed advanced to be applied against the applicable fee obligations for the Project to the extent such costs advanced have been included as one of the cost components in the calculation of the applicable fee program. With respect to the credits granted to the Developer, the credits shall be personal to the Developer and Developer shall have the right to allocate such credits between the Developer, and any project developers from time to time.

County acknowledges that any such CFD Improvements financed by the Infrastructure CFD may generate fee credits against a Development Mitigation Fee, New Development Mitigation Fee, Project Development Fees, Project Implementation Fees, or other fee applicable to the Project, to finance the costs of such CFD Improvements. To the extent any such fee includes categories for different improvements, the credits for construction or financing of a CFD Improvement shall apply only with respect to the corresponding category of such fee and not against any other portion of such fee.

Credits shall become available to the Developer as and when the applicable improvements are completed and accepted by the County. Notwithstanding the issuance of credits pursuant to this Section 4.2, the parties acknowledge that the right to occupy any building to be located within the Property shall still be subject to all other obligations expressly set forth elsewhere in this Agreement, as well as any other applicable County requirements.

4.2.2 Credits for Duplicative Fees. If and to the extent any existing fee applicable to the Project includes amounts to finance construction of facilities that are also included within any other fee required by this Agreement, the County will provide appropriate credit against and reduce the amount of the applicable fee or other fee to account for the amount to be funded hereunder by Developer for the same facility.

4.2.3 Credits and Change Orders. Any costs advanced or deemed to be advanced by Developer that are the subject of a change order must be approved in writing by the County in order for the Developer to be entitled to credits for such amounts pursuant to this Section 4.2. When time permits, Developer shall submit change orders to the County for review and approval prior to such corresponding work being performed provided that the County shall approve or provide comment to such change order within seventy-two (72) hours after County's receipt of such change order. The parties acknowledge that there may be circumstances—for example, site conditions, safety concerns or weather conditions—where time does not permit prior approval of a change order by County before the corresponding work is performed. In such circumstances, as soon as time permits, Developer shall submit such change orders to the County for approval. If the County fails to timely approve such a change order, the parties agree to meet and confer to determine if the change order can be subsequently amended to the County's reasonable satisfaction.

4.2.4 Reimbursements. Developer shall construct or cause the construction of the PFE Road Intersection Improvements, which are in a fee program applicable to the Project. For ease of administration, any reimbursements due to Developer in accordance with either Section 3.2.1.3 or Section 3.2.2.3 shall be paid to Developer, and Developer shall be solely responsible for any allocations of such reimbursements between Developer and any project developer within the Property. With respect to improvements constructed by the Developer which are financed by an Infrastructure CFD, any and all reimbursements to be paid for such improvements from the proceeds of an Infrastructure CFD shall be paid by the County to the Developer. With respect to reimbursements for improvements constructed by the Developer which are or may be included in a fee program, any such reimbursements shall be paid by the County to the Developer, but shall be limited to those amounts exceeding the total fee credits available to Developer under the fee program in which the infrastructure is included and for which funds are available for those purposes in the applicable fee program in accordance with the maximum reimbursements provided by this Agreement. Similarly, any reimbursements payable by the County from payments received by third parties pursuant to Section 4.2.6 below shall be payable to the Developer.

All payments required by this Agreement shall be made to the Developer by sending the payment to the address provided for the Developer pursuant to Section 7.5 below.

4.2.5 Reimbursement by Third Parties. Developer's planning and processing of land use entitlements, incurring of planning expenses before the Effective Date, acquisition of property necessary for infrastructure improvements, payment of fees and other expenses, and construction of sewer, drainage, road and other infrastructure will benefit other properties (the "Benefited Properties"). "Benefited Properties" as used within this Agreement refers to properties located within the Riolo Vineyard Specific Plan boundaries and outside of the Riolo Vineyard Specific Plan Boundaries as identified on Exhibit 4.2.5. The Developer shall be entitled to be reimbursed by other Benefited Properties for that property's pro rata share of Developer's actual costs for Specific Plan and environment document review, processing and approval, sewer and water line improvements, drainage facilities and improvements, roadway and trail improvements, acquisition of land for public improvements, and other obligations related to this Agreement, which benefit such Benefited Property based on the fair share benefit of such improvements and facilities to such property.

County shall use its best efforts, to the extent County has the authority to do so, at the earliest opportunity in the approval process, to impose an obligation to pay said reimbursement, as a provision in any development agreement or as a condition of any development entitlement for such Benefited Property, at the time such property owner requests a discretionary approval or other such entitlement from County for development of the Benefited Property whereby such condition can be imposed. The provision or condition shall specify the manner of payment of the reimbursement. Developer shall provide County with provide such information as the County may require to verify the amount of Developer's claimed reimbursement from each Benefitted Property, and County reserves the right to review and approve the amount of any such reimbursement. County shall have no obligation to make any payments to Developer unless and until it receives any such reimbursement amount from a third-party source. Upon receipt of any such reimbursement for improvements financed by Development Mitigation Fees or new Development Mitigation Fees, the amount of such reimbursement shall not exceed the amount of credits then held by Developer with respect to such improvement. Developer shall relinquish and the reimbursing owner shall receive an equivalent amount of fee credits allocable, if any, to the improvements for which such reimbursement was paid.

4.2.6 Reimbursable Hard Costs. The "hard costs" of construction shall be credited to Developer by the County as part of any fee credit in accordance with the terms of this Agreement only if such costs have been included as one of the cost components in the calculation of the applicable fee program. The "hard costs" of construction to be reimbursed to Developer by a third party, or to be paid by Developer to any third party in accordance with the terms of this Agreement, shall consist of the cost of any unrelated third-party land acquisition and the identifiable and commercially reasonable costs of the design, engineering, construction, construction management,

environmental mitigation requirements and plan check and inspection fees as actually incurred by Developer or such third party provided to and reviewed by County for the reimbursable or credited work, and any other costs included by County as one of the cost components in the calculation of any fee program related to such construction.

4.2.7 Increased Amount of Reimbursements and Credits. In each case in which this Agreement provides that Developer is entitled to receive reimbursement for improvements from third parties other than the County, Developer shall be entitled to receive, or be obligated to pay, the reimbursement amount as approved by County, adjusted according to the 20-Cities Construction Cost Index in the Engineering News Record from the date that Developer incurred the reimbursable cost to the date of reimbursement.

4.2.8 Term for Credits and Reimbursements. Notwithstanding any earlier termination of this Agreement, County's obligation to provide any credits or to pay or assist in obtaining any reimbursements to Developer that accrues hereunder shall survive such termination of this Agreement and shall terminate upon the later of (i) twenty (20) years from the Effective Date, or (ii) ten (10) years from the date of completion and acceptance of the improvement generating such reimbursement.

4.2.9 Not a Limitation. Nothing in the foregoing Section 4.2 shall be construed to limit Developer from receiving, in consideration of the improvements to be constructed by Developer hereunder, any other credits or reimbursements from County or third parties otherwise provided under then existing County policy, rule, regulation or ordinance.

4.3 Applications for Permits and Entitlements.

4.3.1 Action by County. County agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Entitlements and this Agreement, and shall exercise its best efforts to act upon such applications in an expeditious manner. Accordingly, to the extent that the applications and submittals are in conformity with the Entitlements, Applicable Law and this Agreement and adequate funding by Developer exists therefor, County agrees to diligently and promptly accept, review and take action on all subsequent applications and submittals made to County by Developer in furtherance of the Project. Similarly, County shall promptly and diligently review and approve improvement plans, conduct construction inspections and accept completed facilities. In the event County does not have adequate personnel resources or otherwise cannot meet its obligations under this Section 4.3, and Developer enters into an agreement with County to pay all costs of County in conjunction therewith, County will utilize, consistent with County policy, outside consultants for inspection and plan review purposes at the sole expense of Developer.

Notwithstanding the ability to hire such outside consultants, County may need to retain adequate staff to supervise the work of the consultants, which may require additional lead time and expense in order for the County to effectively and efficiently use the consultants to assist in this work. County will consult with Developer concerning the selection of the most knowledgeable, efficient and available consultants for purposes of providing inspection and plan review duties for the County and the Project.

4.3.2 Review and Approval of Improvement Plans, Final Subdivision Maps and Inspections. Timely review and approval of Master Plans required hereunder, improvement plans, tentative and final subdivision maps, design review, and building permits, and inspection of constructed facilities and residential and non-residential dwellings is important in achieving the success of the Project. To assure these services will be provided to the Project on a timely basis, if Developer so requests, Developer and County may enter into a separate agreement on mutually agreeable terms that will establish the time periods for timely review, approval and inspections by County and the commitment of the Developer to pay all costs incurred by County to provide such timely review, approval and inspections. Unless such an agreement is entered into, nothing in this Agreement shall be construed to otherwise require County to hire or retain personnel for the purposes of evaluating, processing or reviewing applications for permits, maps or other entitlements or for the design, engineering or construction of public facilities in excess of those for which provision is made in the normal and customary budgeting process or fee schedules of County.

4.3.3 Maps and Permits. Provided that the necessary Services CFD and/or CSA has been or will at the time of the requested final approval be formed and authorized to levy the special taxes against the applicable portion of the Property in accordance with Sections 3.15 and 3.16 hereof, and provided that Developer is in full compliance with the conditions of approval of any Subsequent Entitlement and the terms of this Agreement, County shall not refrain from approving final residential lot subdivision maps nor shall it cease to issue building permits, certificates of occupancy or final inspections for development of the Property that is consistent with the Entitlements and applicable County ordinances and provisions of the Subdivision Map Act. Prior to such formation, County shall accept, for review, processing and approval, consistent with the Entitlements, applications for tentative residential lot and non-residential subdivision and parcel maps and for tentative and final large lot subdivision or parcel maps consistent with the parcels described by the Specific Plan for the Property.

A subdivision, as defined in Government Code Section 66473.7, shall not be approved unless any tentative map prepared for the subdivision complies with the provisions of said Section 66473.7; this provision is included in this Agreement to comply with Section 65867.5 of the Government Code. Pursuant to the provisions of Government Code Section 66452.6(a), the term of any tentative subdivision map

approved by the County for the Property is hereby extended to be co-terminus with the Term of this Agreement.

4.4 Waiver of Protest Rights. In conjunction with any proceedings creating an assessment district or other applicable financing mechanism for which provision is made in this Agreement, Developer, on behalf of itself and its successors in interest, waives herewith any right to protest that it may have.

ARTICLE 5. DEFAULT, REMEDIES, TERMINATION

5.1 General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings or for purposes of cessation of processing, approving and/or issuing any Subsequent Entitlements or building permits.

After notice and expiration of the thirty (30)-day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate this Agreement pursuant to California Government Code Section 65868 and regulations of County implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the Board of Supervisors within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and County regulations implementing such Sections.

Following consideration of the evidence presented in said review before the Board of Supervisors, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normally scheduled periodic review, said party may give written notice of default of this Agreement as set forth in this Section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting

party waives its right to cure such alleged default, the other party may terminate this Agreement.

5.2 Annual Review. County shall, at least every twelve (12) months during the Term of this Agreement, review the extent of good faith substantial compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such annual review shall include the statement that any review of obligations of Developer as set forth in this Agreement may result in termination of this Agreement. A finding by County of good faith compliance by Developer with the terms of this Agreement shall be conclusive with respect to the performance of Developer during the period preceding the review. Developer shall be responsible for the cost reasonably and directly incurred by the County to conduct such annual review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the County of the bill for such costs.

Upon not less than thirty (30) days' written notice by the County, Developer shall provide such information as may be reasonably requested and deemed to be required by the Planning director in order to ascertain compliance with this Agreement.

In the same manner prescribed in Article 8, the County shall deposit in the mail to Developer a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the Board of Supervisors, or if the matter is referred to the Planning Commission, before the Planning Commission.

If County takes no action within thirty (30) days following the hearing required under this Section 6.2, Developer shall be deemed to have complied in good faith with the provisions of this Agreement.

5.3 Remedies Upon Default by Developer. No Subsequent Entitlements or building permits shall be approved or issued or applications for Subsequent Entitlements or building permits accepted for any improvement to or structure on the Property if the applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement.

5.4 Permitted Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not

be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, acts of terrorism, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance ("**Permitted Delay**"). If written notice of such delay is given to County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the Permitted Delay, or longer as may be mutually agreed upon.

5.4.1 Permitted Extensions by County. In addition to any extensions to the time for performance of any obligation due to a Permitted Delay, the County, in its sole discretion (acting through the County Executive Officer or designee) may extend the time for performance by Developer of any obligation hereunder. Any such extension shall not require an amendment to this Agreement, so long as such extension only involves the time for performance thereof and does not change the obligations to be performed by Developer as a condition of such extension.

5.5 Legal Action; No Obligation to Develop; Specific Enforcement. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation; provided, however, that the Developer, its successors and assigns hereby waive any and all claims for monetary damages against County arising out of this Agreement at any time, except for monetary claims for any refunds of any credits or payments of any reimbursements otherwise payable to Developer hereunder. All legal actions shall be initiated in either the Superior Court of the County of Placer or County of Sacramento, State of California, or in the Federal District Court in the Eastern District of California.

By entering this Agreement, Developer shall not be obligated to develop the Property, and, unless Developer seeks to develop the Property, Developer shall not be obligated to install or pay for the costs to install any infrastructure, or Public Facilities, or to otherwise perform any obligation under this Agreement.

5.6 Effect of Termination. If this Agreement is terminated following any event of default of Developer or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the County. Furthermore, no termination of this Agreement shall prevent Developer from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the County that is under construction at the time of termination,

provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

5.7 Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement, 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.

ARTICLE 6. HOLD HARMLESS AND COOPERATION

6.1 Hold Harmless. Developer and its successors-in-interest and assigns, hereby agrees to, and shall defend and hold County, its elective and appointive boards, commissions, officers, agents, and employees harmless from any costs, expenses, damages, liability for damages or claims of damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of Developer, or of Developer's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Developer, or by any of Developer's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or Developer's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of County. The foregoing indemnity obligation of Developer shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by County.

In addition to the foregoing indemnity obligation, Donor agrees to and shall defend, indemnify and hold County, its elective and appointive boards, commissions, officers, agents and employees harmless from any and all lawsuits, claims, challenges, damages, expenses, costs, including attorneys fees that may be awarded by a court, or in any actions at law or in equity arising out of or related to the processing, approval, execution, adoption or implementation of the Project, the Entitlements, this Agreement, or the environmental documentation and process associated with the same, exclusive of any such actions brought by Developer, its successors-in-interests or assigns. The County shall retain the right to appear in and defend any such action or lawsuit on its own behalf regardless of any tender under this provision. Upon request of County, Donor shall execute an indemnification agreement in a form approved by County Counsel.

6.2 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action.

ARTICLE 7. GENERAL

7.1 Enforceability. The County agrees that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable according to its terms by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by County, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the development of the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

7.2 County Finding. The County hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

7.3 Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Developer and County and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

7.4 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.

7.5 Notices. All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the County shall be addressed as follows:

Planning Director
County of Placer
3091 County Center Drive
Auburn, CA 95603

With a copy to:

County Executive Officer
County of Placer
175 Fulweiler Ave.
Auburn, CA 95603

Notice required to be given to the Developer shall be addressed as follows:

Bryte Gardens Associates, Ltd.
c/o JTS Communities

Attn: Mr. Rob Aragon
401 Watt Avenue
Sacramento, CA 95864

With a copy to:

Law Offices of George Phillips
2306 Garfield Avenue
Carmichael, CA 95608

Any of the parties may change the address stated herein by giving notice in writing to the other parties, and, thereafter, notices shall be addressed and delivered to the new address.

7.6 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

7.7 Construction. This Agreement shall be subject to and construed in accordance and harmony with the Placer County Code, as it may be amended, provided that such amendments do not impair the rights granted to the parties by this Agreement.

7.8 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

7.9 Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30)

days following the receipt thereof. County acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer.

7.10 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, except as limited by the provisions of this Section. County acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. County will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a "**Mortgagee**") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to County in the manner specified herein for giving notices, may request to receive written notification from County of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If County receives a timely request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, County shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Developer under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Provided, however, notwithstanding anything to the contrary above, any Mortgagee, or the successors or assigns of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to

continue development of the Property consistent with this Agreement and the Land Use Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to the County.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict County's ability pursuant to Section 6.5 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

7.11 Assignment. From and after recordation of this Agreement against the Property, Developer, and Developer's successors in interest, shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Developer, or its successors in interest, as applicable, and assumption by the assignee of such assignment in the form attached hereto as Exhibit 7.11, and the conveyance of Developer's interest in the Property related thereto, Developer shall, subject to the County's approval not to be unreasonably withheld, conditioned, or delayed, be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the Developer, with all rights and obligations related thereto, with respect to such conveyed property.

7.12 Entire Agreement. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement, inclusive of its Recitals and Exhibits, constitutes the entire understanding and agreement of the parties. This Agreement may be signed in identical counterparts, and the signature pages and consents, together with appropriate acknowledgments, may be removed from the counterparts and attached to a single counterpart, which shall all be considered a fully-executed original for all persons and for purposes of recordation hereof.

IN WITNESS WHEREOF, the County of Placer, a political subdivision of the State of California, has authorized the execution of this Agreement in duplicate by its Chair, and attested to by the Board Clerk under the authority of Ordinance No. _____, adopted by the Board of Supervisors on the ____ day of _____, 2009.

THE PARTIES' SIGNATURES ARE ON THE FOLLOWING PAGE

COUNTY OF PLACER:

By: _____
F.C. Rockholm
Chair, Board of Supervisors

ATTEST:

By: _____
Ann Holman
Board Clerk

APPROVED AS TO FORM:

By: _____
Scott H. Finley
Supervising Deputy County
Counsel

APPROVED AS TO SUBSTANCE:

By: _____
Michael Johnson
Planning Director

DEVELOPER:

Bryte Gardens Associates, Ltd, a California partnership

By: _____
Name: Jack T. Sweigert
Title: President

EXHIBIT "A-1"

Description of The Lands of Bryte Gardens

Parcel One

A portion of the Southwest Quarter of Section 12, Township 10 North, Range 5 East, M.D.M., County of Placer, State of California being more particularly described as follows:

BEGINNING at the southwest corner of said Section 12, marked by a two inch brass cap in well, thence from said POINT OF BEGINNING, North 00°49'04" West along the west line of said Section 12, a distance of 462.00 feet; thence leaving said west line of Section 12, North 89°10'56" East a distance of 429.00 feet; thence South 00°49'04" East a distance of 467.96 feet to a point on the south line of said Section 12; thence South 89°58'41" West along said south line of Section 12, a distance of 429.04 feet to the point of beginning.

Containing 4.58 acres, more or less.

Parcel Two

A portion of Section 12, Township 10 North, Range 5 East, M.D.M., County of Placer, State of California being more particularly described as follows:

Commencing at the southwest corner of said Section 12, marked by a two inch brass cap in well, thence North 89°56'41" East along the south line of said Section 12, a distance of 1718.04 feet to the Point of Beginning; thence from said POINT OF BEGINNING, leaving said south line of Section 12, North 00°49'04" West a distance of 506.91 feet; thence South 89°58'41" West a distance of 1289.00 feet; thence North 00°49'04" West a distance of 168.05 feet; thence South 87°58'49" West a distance of 429.09 feet to a point on the west line of said Section 12; thence North 00°49'04" West along said west line of Section 12, a distance of 223.00 feet; thence leaving said west line of Section 12, North 68°05'32" East a distance of 1230.06 feet; thence North 00°49'04" West a distance of 1202.71 feet; thence North 58°03'56" East a distance of 308.26 feet; thence North 78°04'56" East a distance of 279.70 feet; thence South 89°40'04" East a distance of 210.70 feet; thence North 81°29'56" East a distance of 117.90 feet; thence South 73°06'04" East a distance of 261.20 feet; thence North 82°49'56" East a distance of 396.39 feet to a point on the north-south center section line of said Section 12; thence South 00°56'48" East along said north-south section line, a distance of 111.14 feet to the Center Quarter corner of said Section 12 marked by a 5/8 inch rebar and cap stamped LS 4533; thence North 89°53'34" East along the north line of the southeast quarter of said Section 12, a distance of 1311.77 feet; thence leaving said north line of the southeast quarter, North 00°01'06" West a distance of 153.07 feet; thence South 73°58'24" West a distance of 30.00 feet; thence North 03°51'24" East a distance of 299.75 feet; thence North 75°13'24" East a distance of 320.00 feet; thence North 53°50'54" East a distance of 528.51 feet; thence North 53°51'54" East a distance of 267.00 feet; thence North 79°10'54" East a distance of 171.71 feet; thence North 84°38'19" East a distance of 218.96 feet to a point on the east line of the northeast

EXHIBIT "A-1"

Description of The Lands of Bryte Gardens

quarter of said Section 12; thence South 01°00'09" East along said east line of the northeast quarter, a distance of 1045.03 feet to the East 1/4 Corner of said Section 12, marked by a two inch iron pipe with brass cap stamped with RCE number 21478; thence South 01°00'07" East along the east line of the southwest quarter of said Section 12, a distance of 2647.38 feet to the southeast corner of said Section 12, marked by a 2 inch brass disk in well; thence South 89°58'54" West along the south line of the southeast quarter of said Section 12, a distance of 2662.42 feet to the South 1/4 Corner of said Section 12 marked by a 1/2 inch iron pin in the pavement; thence South 89°58'41" West along the south line of the southwest quarter of said Section 12, a distance of 944.73 feet to the POINT OF BEGINNING.

Containing 287.79 acres, more or less.

Parcel Three

A portion of the Southwest Quarter of Section 7, Township 10 North, Range 6 East, M.D.M., County of Placer, State of California being more particularly described as follows:

Parcel 2 as shown on that certain Parcel Map recorded in Book 29 of Parcel Maps at Page 75, Official Records Placer County.

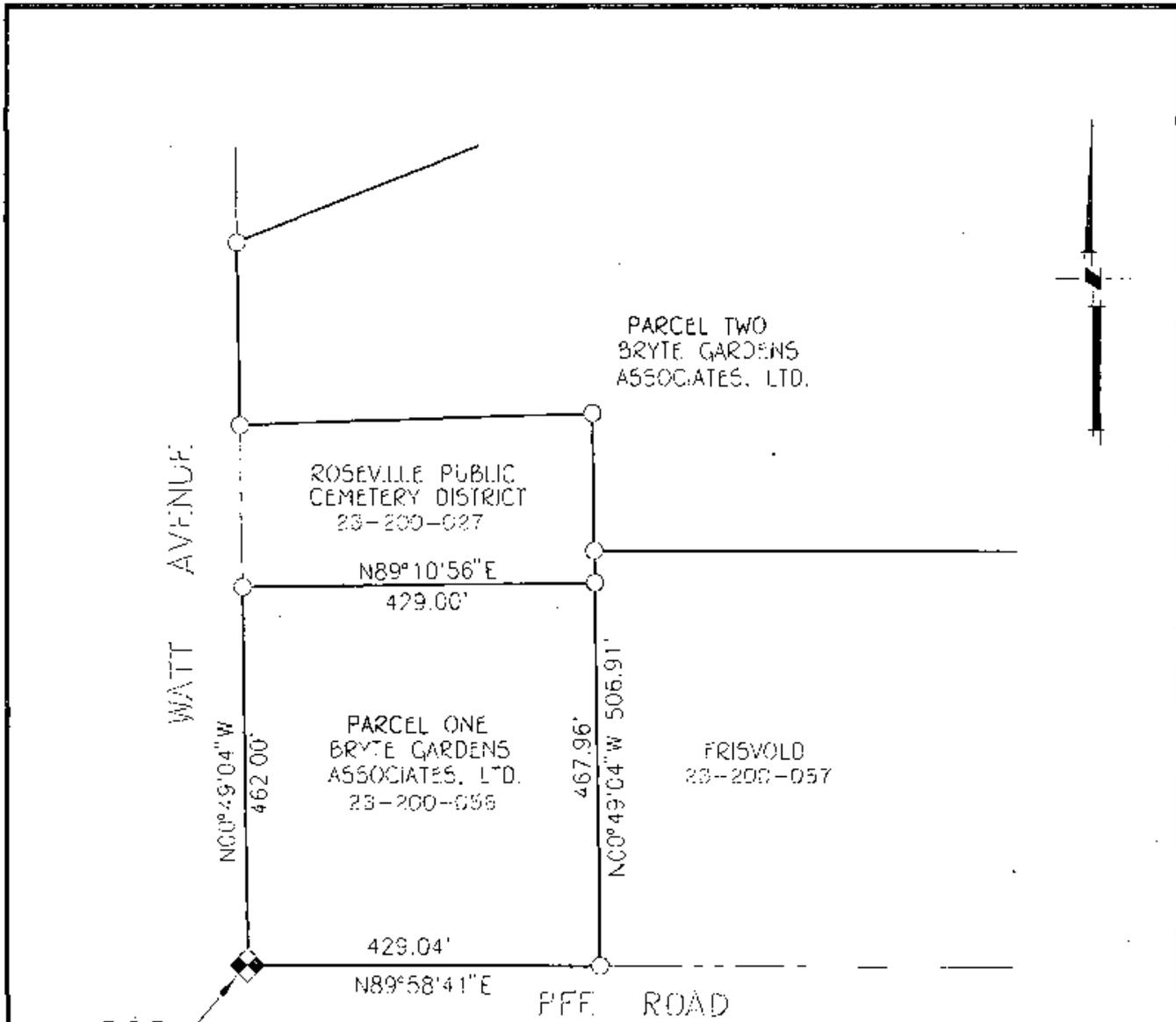
Containing 30.36 acres, more or less.

END OF DESCRIPTION

Description prepared by:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1552 Eureka Road, Suite 100, Roseville, CA 95661



P.O.B.
Southwest Corner of Section 12
Found Brass Cap in Well

SHEET 1 OF 2

EXHIBIT A-2
PARCEL ONE
LANDS OF
BRYTE GARDENS ASSOCIATES, LTD.
PLACER COUNTY, CALIFORNIA

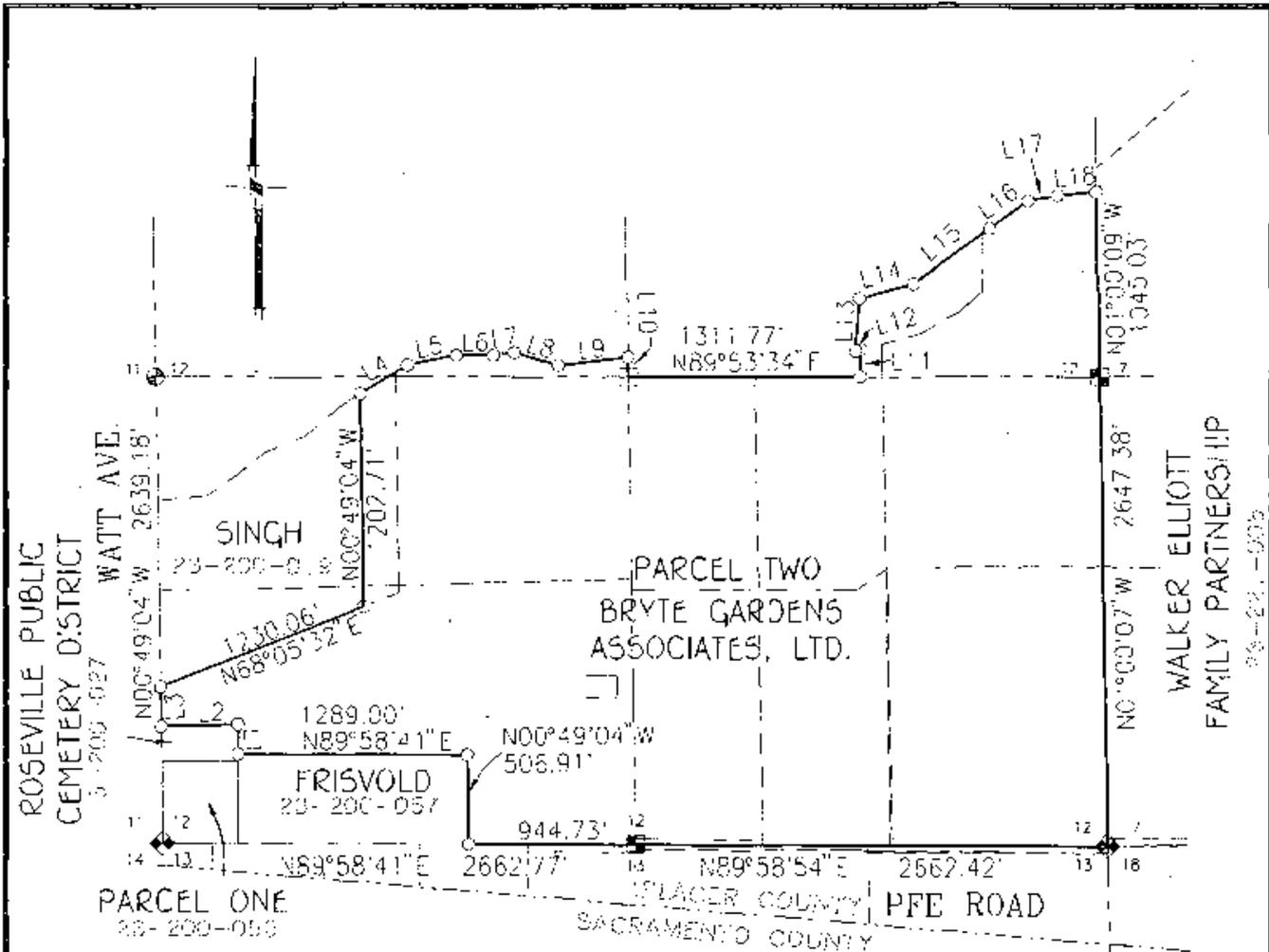
MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
1552 Europa Road, Suite 100, Roseville, CA 95661 (916) 773-1188

ABLZZ	1" = 200'	09/22/08	18258-00
DRAWN BY	SCALE	DATE	JOB NO.

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

449



PARCEL ONE
20-200-057

PLACER COUNTY
SACRAMENTO COUNTY
PFE ROAD

LINE TABLE

No.	BEARING	LENGTH
L1	N00°49'04"W	168.05'
L2	N87°58'49"E	429.09'
L3	N00°49'04"W	223.00'
L4	N58°03'56"E	308.26'
L5	N78°04'56"E	279.70'
L6	N89°40'04"W	210.70'
L7	N81°29'56"E	117.90'
L8	N73°06'04"W	261.20'
L9	N82°49'56"E	396.39'
L10	N00°56'48"W	111.14'
L11	N00°01'06"W	153.07'
L12	N73°58'24"E	30.00'
L13	N03°51'24"E	299.75'
L14	N75°13'24"E	320.00'
L15	N53°50'54"E	528.51'
L16	N53°51'54"E	267.00'
L17	N79°10'54"E	171.71'
L18	N84°38'19"E	218.96'

SHEET 2 OF 2

EXHIBIT A-2
PARCEL TWO
LANDS OF
BRYTE GARDENS ASSOCIATES, LTD.
PLACER COUNTY, CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

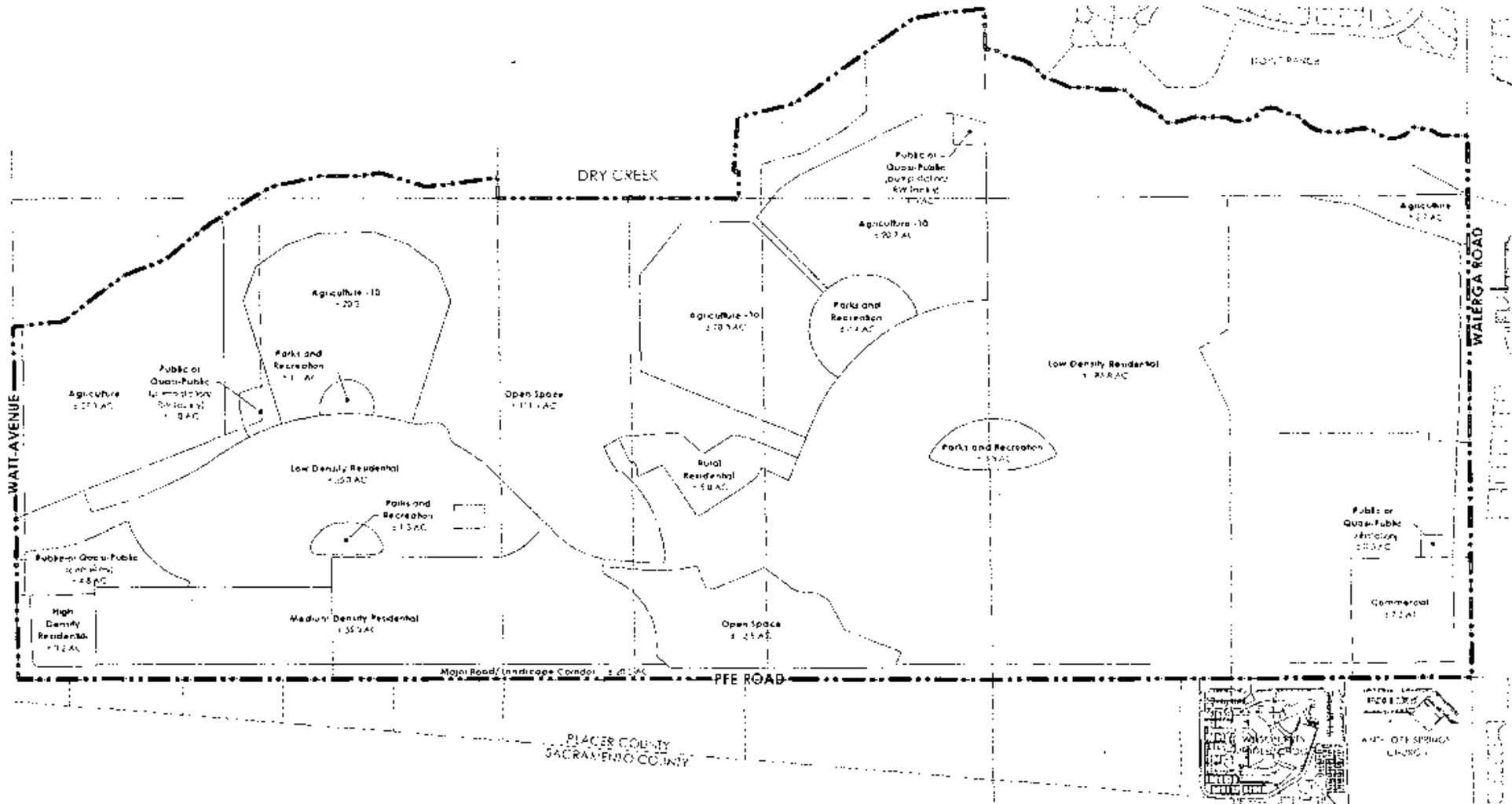
DATE	SCALE	DATE	NO.
03/22	1" = 100'	09/22/05	18258-00
DRAWN BY	SCALE	DATE	JOB NO.
			103-10

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION GOVERNS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

10-20-2002 14:58:16 sacramento C:\B2001\Survey\45\macking\plans\18\18258-00\Fol 2.dwg
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450

EXHIBIT 2.2 RIOLO VINEYARD SPECIFIC PLAN LAND USES



LEGEND

LAND USE	AC (RES)
High Density Residential (1.12 ac)	1.12
Medium Density Residential (1.35 ac)	1.35
Low Density Residential (1.25 ac)	1.25
Rural Residential (1.5 ac)	1.5
Agriculture - 10 (10 ac)	10
Agriculture	20.7
Open Space	21.4
Parks and Recreation	11.1
Open Space	1.25
Public or Quasi-Public	1.1
Commercial	1.7
Subtotal	6.5
Parks and Recreation	2.0
Major Road/Landscape Corridor	20.7
TOTAL	32.9

153

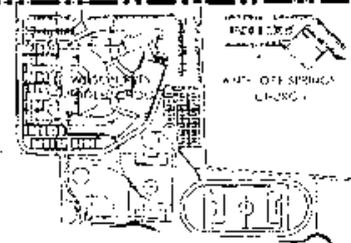
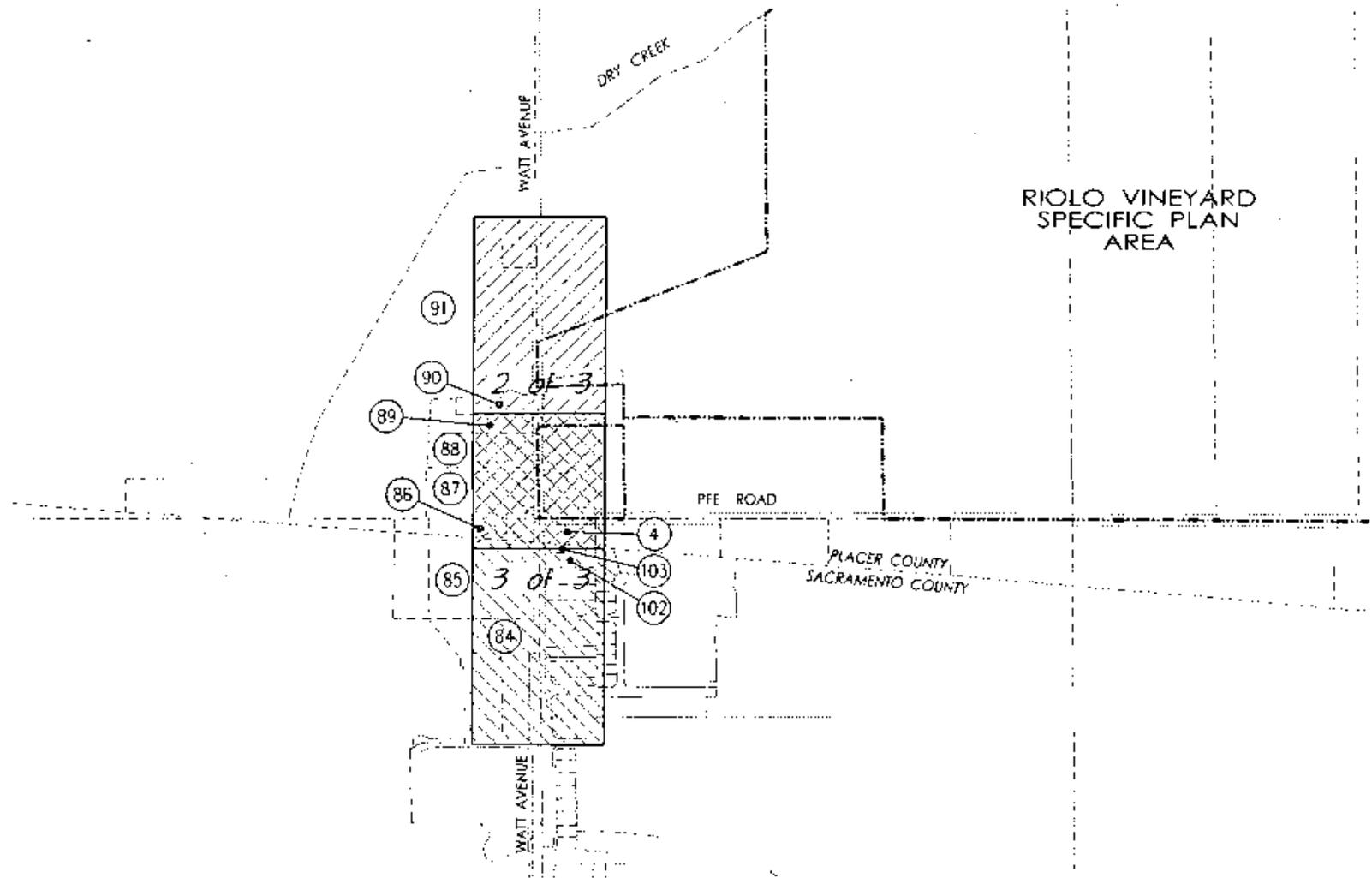


EXHIBIT 3.2.1 INTERSECTION IMPROVEMENTS - INDEX



PROPERTY #	PROPERTY OWNER	APN #
84	PF FUND LP	003-210-001
85	CENTER UNIFIED SCHOOL DISTRICT	003-090-018
86	CENTER UNIFIED SCHOOL DISTRICT	003-090-067
87	CENTER UNIFIED SCHOOL DISTRICT	003-210-025
88	MIRAY LISHIN	003-200-048
89	GILLEN	003-200-050
90	STPB	003-200-049
91	PIZZORALI	003-200-035
102	ROSSARI	003-200-043
103	DEBENEZ	003-130-002
103	PFE FUND LP	003-130-001



453

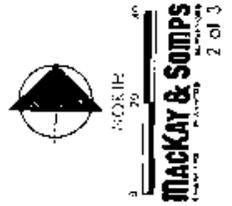


EXHIBIT 3.2.1 INTERSECTION IMPROVEMENTS

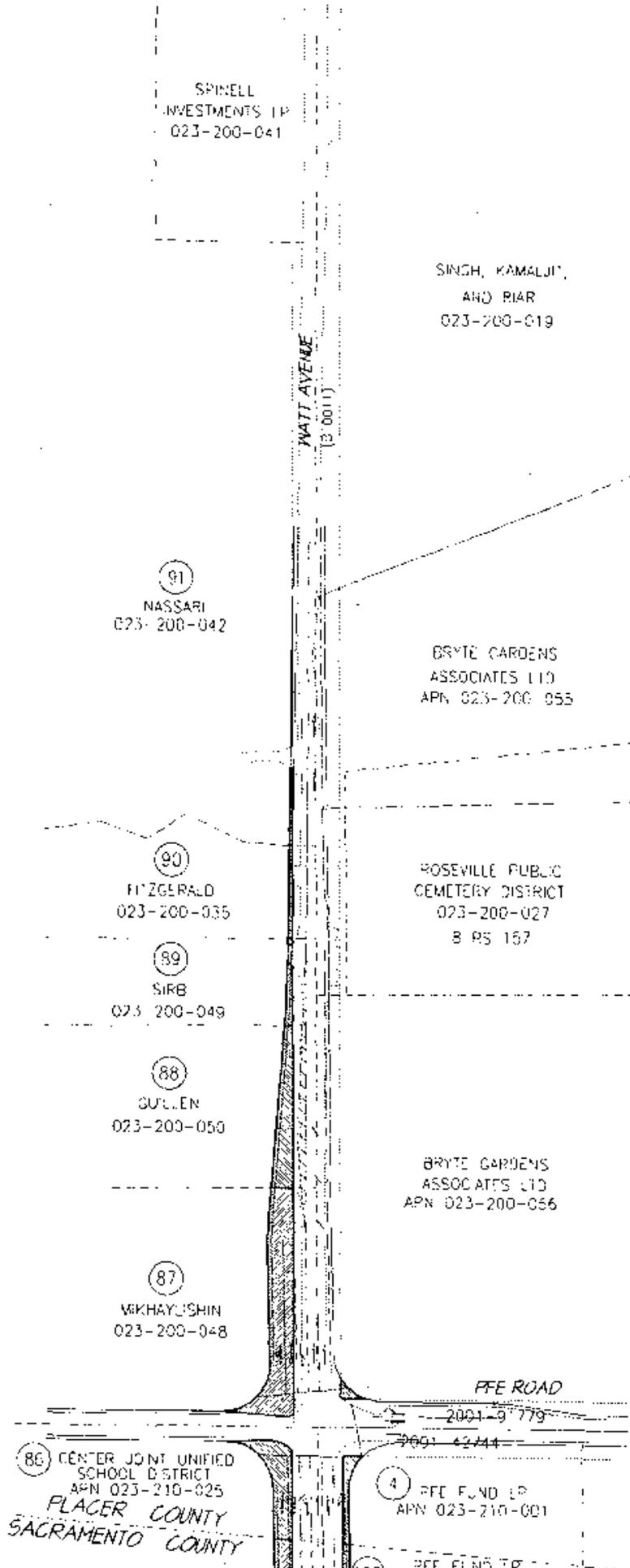
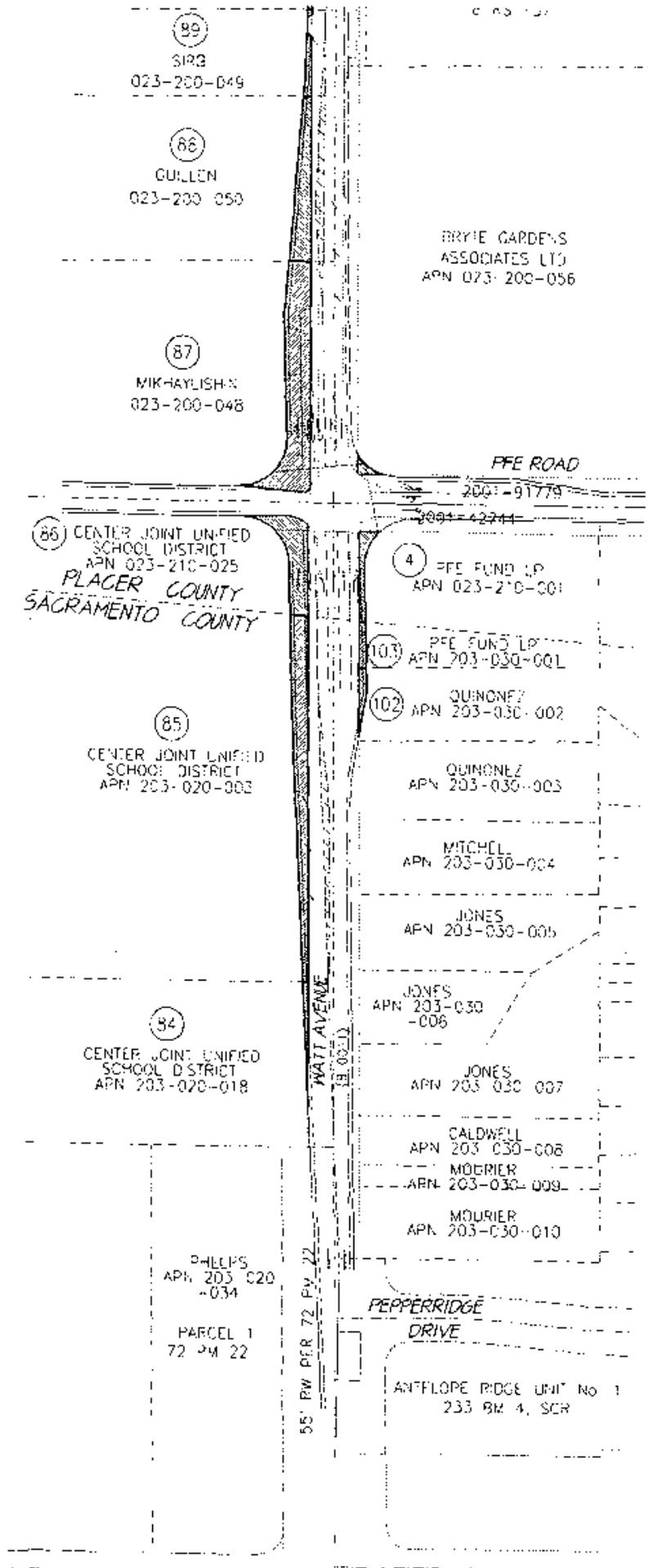
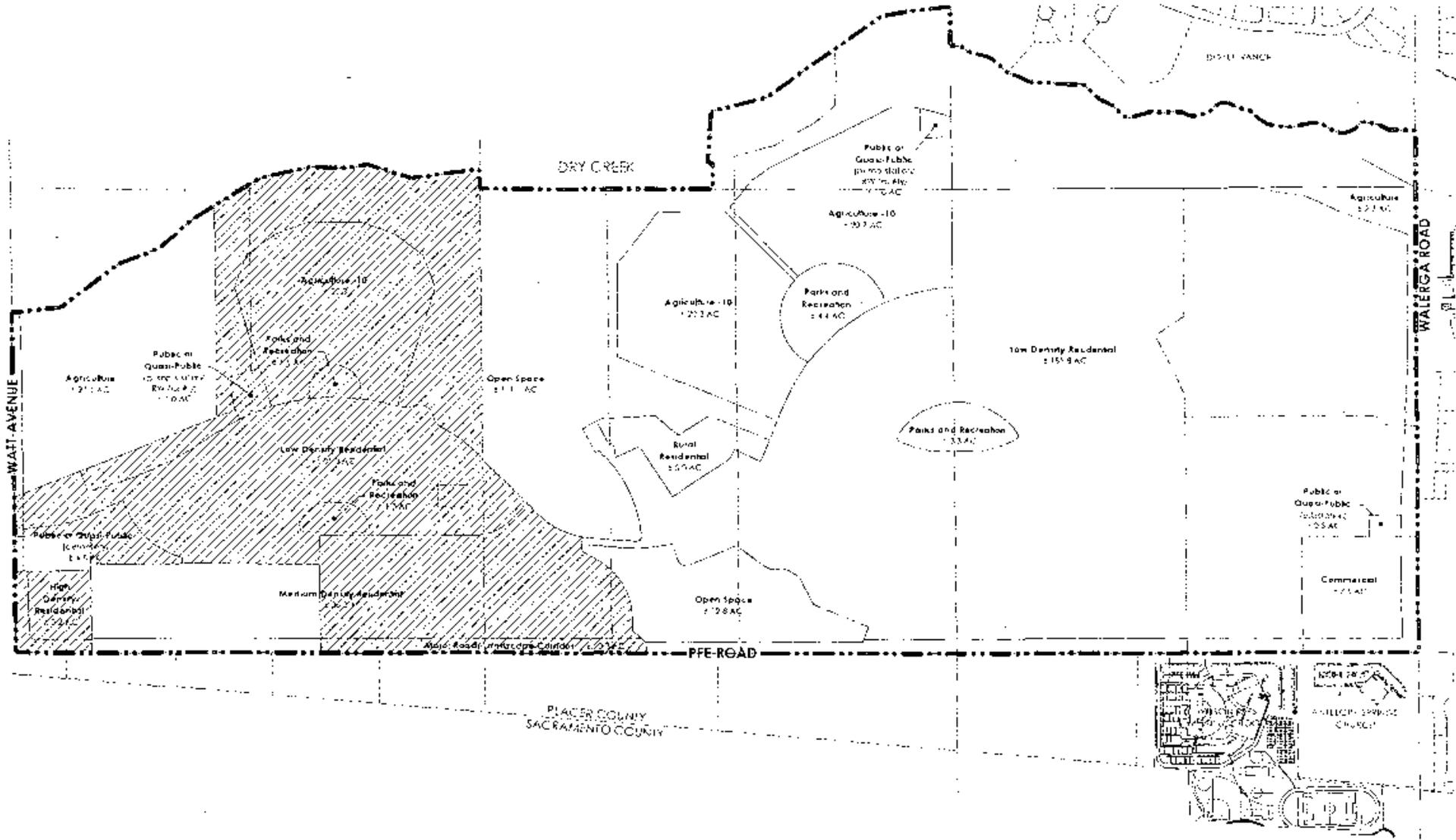


EXHIBIT 3.2.1 INTERSECTION IMPROVEMENTS



455

EXHIBIT 3.2.1.1 WESTERN PORTION



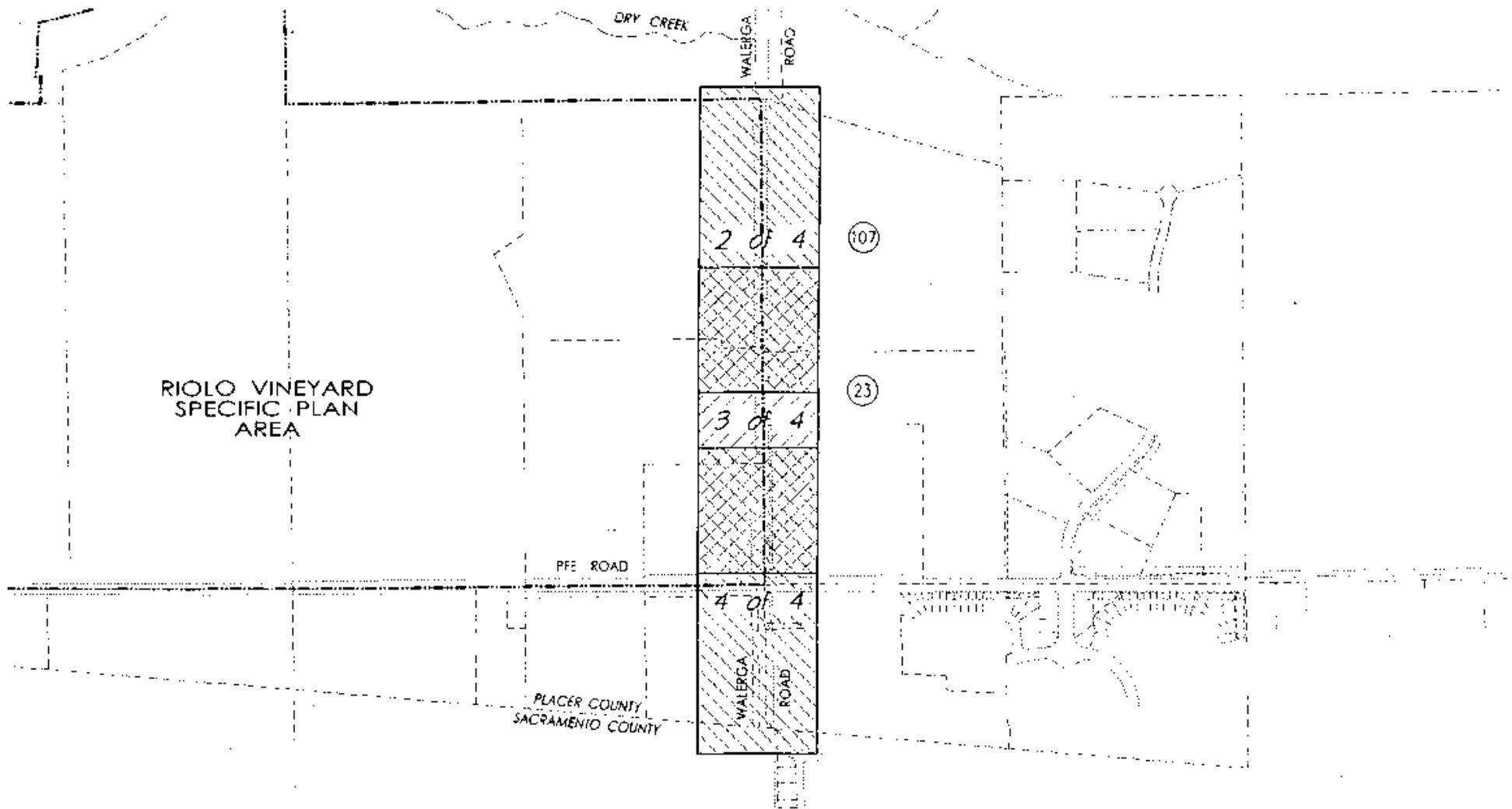
4510

NORTH

0 400 800

Mackay & Somp
PLANNERS ARCHITECTS ENGINEERS

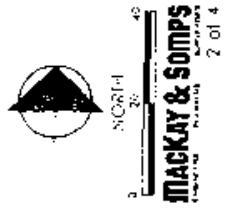
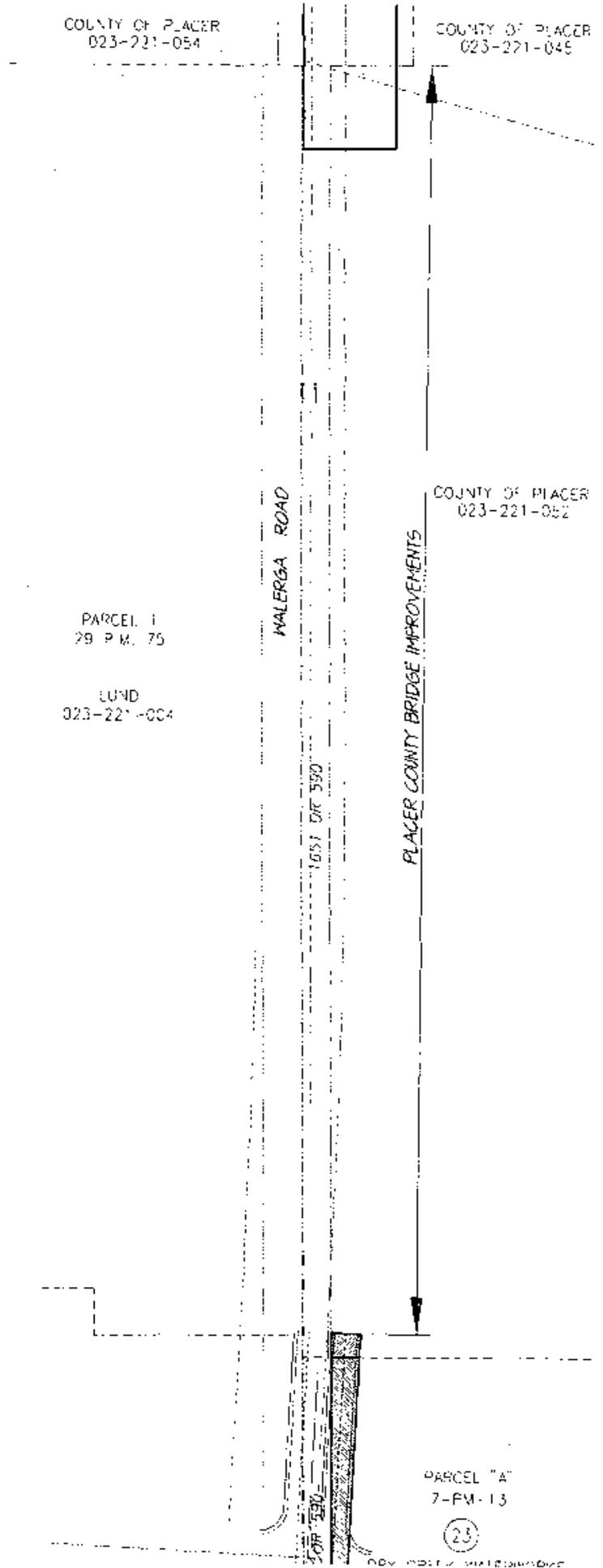
EXHIBIT 3.2.2 INTERSECTION IMPROVEMENTS - INDEX



PROPERTY #1	PROPERTY #2/3/4	APN #
23	DRY CREEK WATERWORKS	023-221-016
107	COUNTY OF PLACER	023-221-002

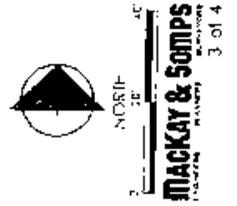
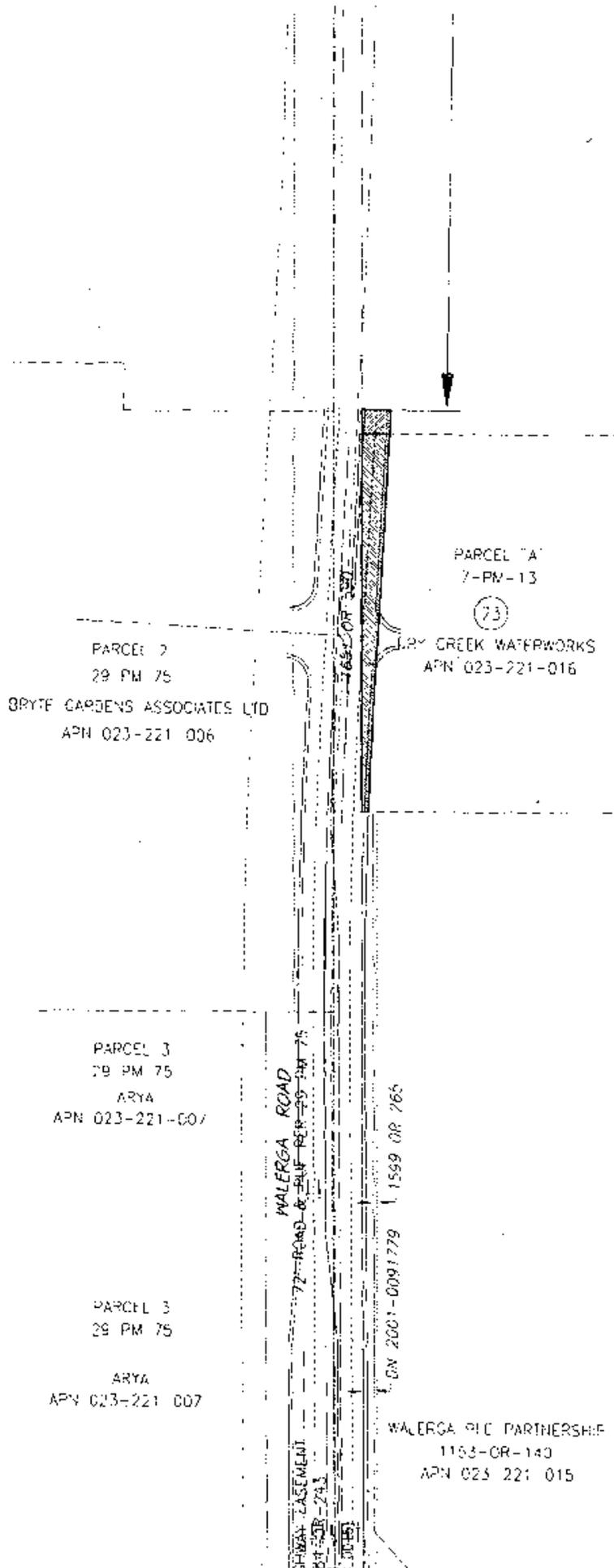
157

EXHIBIT 3.2.2 INTERSECTION IMPROVEMENTS



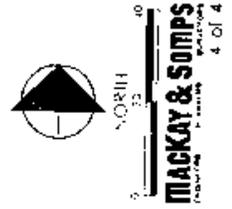
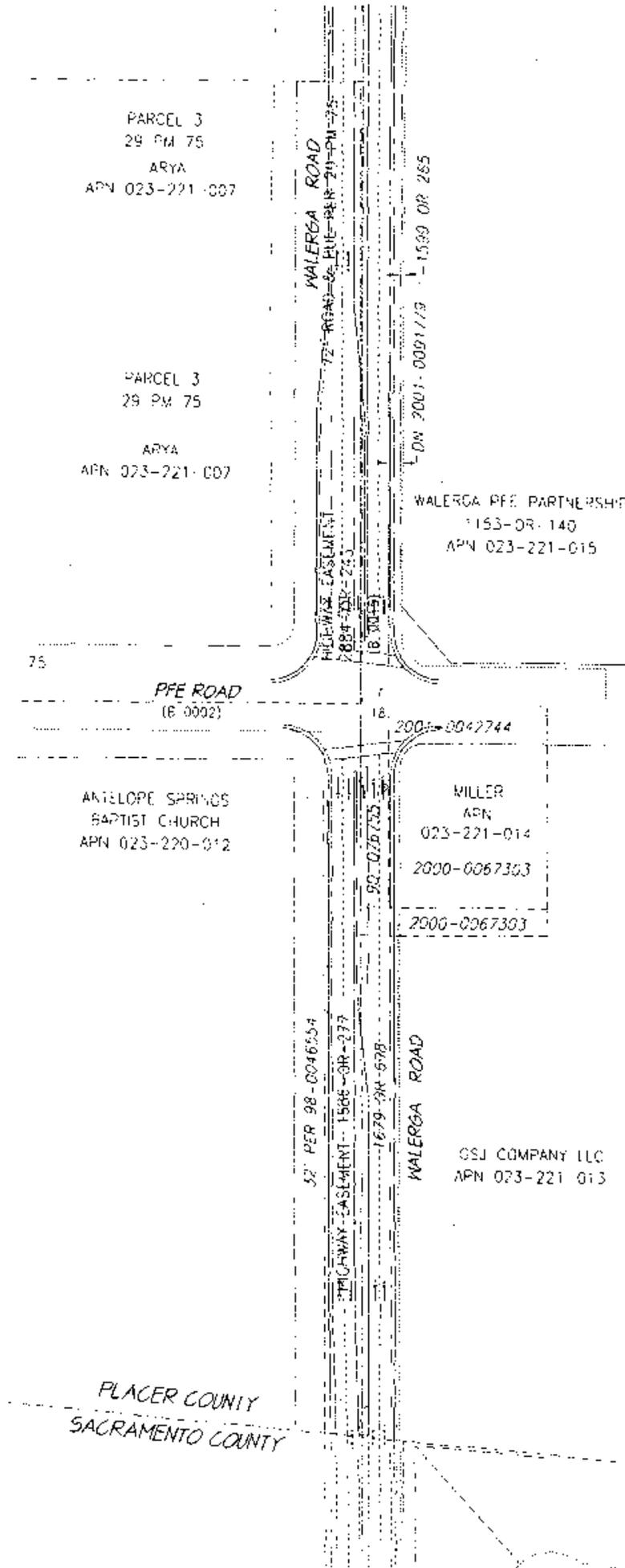
458

EXHIBIT 3.2.2 INTERSECTION IMPROVEMENTS



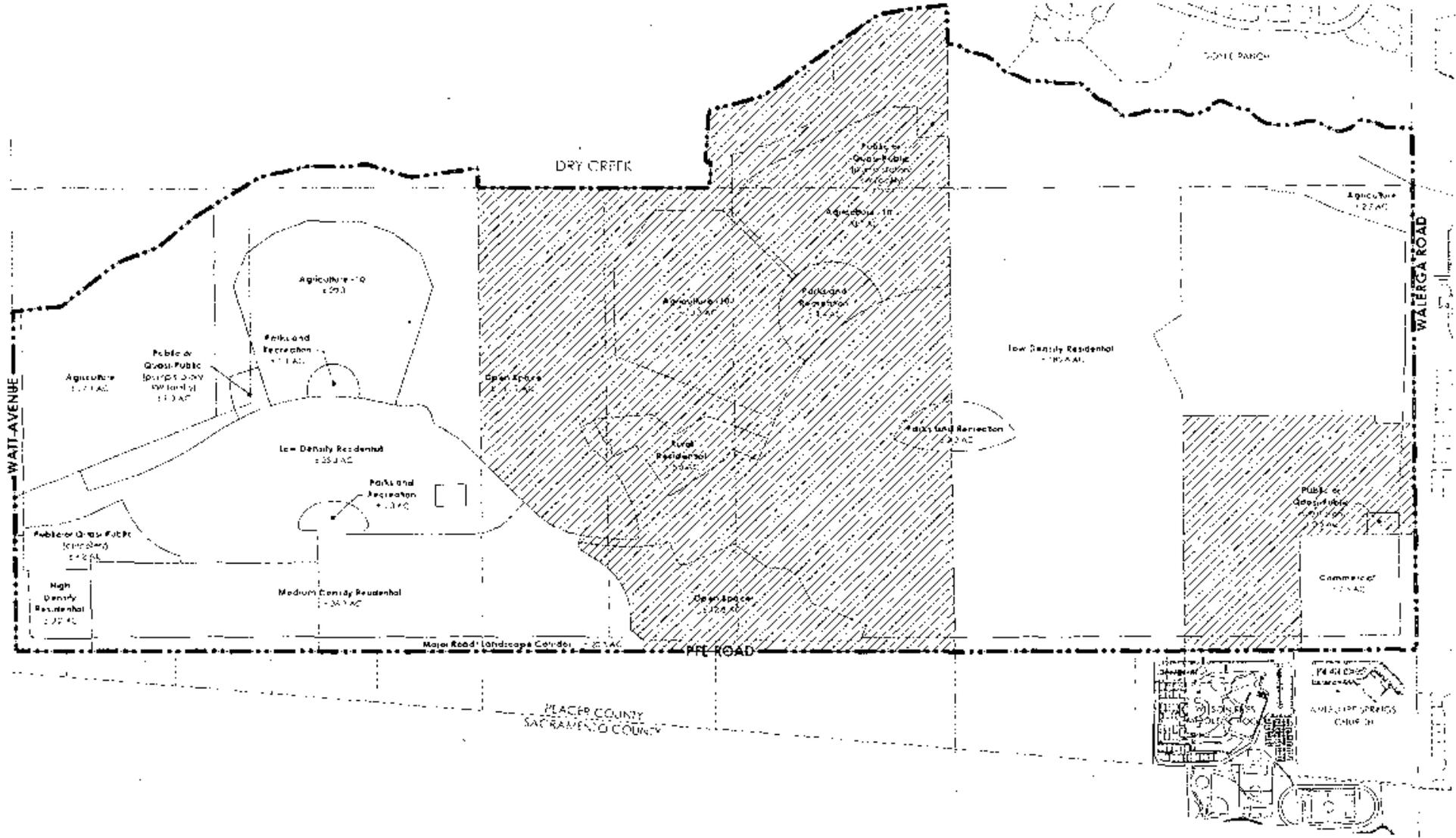
459

EXHIBIT 3.2.2 INTERSECTION IMPROVEMENTS



460

EXHIBIT 3.2.2.1 EASTERN PORTION



4/21

Exhibit 3.10.2—Park Facility Improvements

All Park Sites shall Comply with the Following:

- Developer shall provide complete Improvement Plans including details of the construction of the proposed recreational facilities for the review and approval of the County. All recreation facilities shall be designed to meet Americans with Disabilities Act (ADA) Federal Guidelines and, where appropriate, the Consumer Product Safety Commission Guidelines (COSC), and the requirements of the American Society for Testing and Materials (ASTM). Approval shall be evidenced by signature of a Parks Division representative on the Improvement Plans

Specific amenities to be included in individual park sites are as follows:

Park Site #1

- Complete water and irrigation system according to County standards
 - Tucor remote irrigation system or approved equal including the following components:
 - TWC-Flow Master Controller, Line Decoder, Sensor Decoder, Surge Protector
 - Tucor Control Cable
 - Tucor Flow Sensor
 - Tucor RFA-100F Radio Field Access Unit.
 - Provide for separate systems for both a primary recycled irrigation system and domestic system for potable use, primary backup, and irrigation areas in proximity to concentrated pedestrian traffic.
 - Pay all required hookup fees and facilitate any necessary agreements
- Turf areas shall be installed in the areas shown on the Specific Plan Figure 5.2
- One permanent "bear proof" type trash enclosure designed to hold 2-32 gallon trash bags
- Municipal quality drinking fountain.
- Minimum 6" thick concrete pathway throughout park as generally depicted in Specific Plan Figure 5.2
- Landscaping in general areas as depicted in Riolo Vineyards Specific Plan Figure 5.2. Plant and tree selection shall be specified in consultation with and approved by County Parks Division.
- Minimum of three municipal quality park benches located throughout park
 - Bench design shall be consistent with Riolo Vineyards Design Guidelines
 - Benches shall be installed on concrete pads contiguous to the path/trail system
 - Benches shall be chained to anchors placed in concrete pads
- Bollards, boulders and/or landscape configuration placed at maximum 5 foot clear space along street frontage to prevent unauthorized vehicle access
- Information kiosk according to County provided design standard.
- Park name sign as approved by the County DRC.

Park Site #2

- Complete water and irrigation system according to County standards
 - Tucor remote irrigation system or approved equal including the following components:
 - TWC-Flow Master Controller, Line Decoder, Sensor Decoder, Surge Protector
 - Tucor Control Cable
 - Tucor Flow Sensor
 - Tucor RFA-100F Radio Field Access Unit.
 - Provide for separate systems for both a primary recycled irrigation system and domestic system for potable use, primary backup, and irrigation areas in proximity to concentrated pedestrian traffic.
 - Pay all required hookup fees and facilitate any necessary agreements
- Turf areas shall be installed in the areas shown on the Specific Plan Figure 5.3
- One permanent "bear proof" type trash enclosure designed to hold 2-32 gallon trash bags
- Municipal quality drinking fountain.
- Minimum 6" thick concrete pathway and patio area throughout park as generally depicted in Specific Plan Figure 5.3
- Landscaping in general areas as depicted in Riolo Vineyards Specific Plan Figure 5.3. Plant and tree selection shall be specified in consultation with and approved by County Parks Division.
- Adventure Playground
 - Installed Miracle Model 718-S028 or approved alternate (age 5-12 appropriate)
 - Poured in place rubber fall zone matting
 - Concrete/masonry perimeter
- Minimum of three municipal quality park benches located throughout park
 - Bench design shall be consistent with Riolo Vineyards Design Guidelines
 - Benches shall be installed on concrete pads contiguous to the path/trail system
 - Benches shall be chained to anchors placed in concrete pads
- Bollards, boulders and/or landscape configuration placed at maximum 5 foot clear space along street frontage to prevent unauthorized vehicle access
- Information kiosk according to County provided design standard.
- Park name sign as approved by the County DRC.

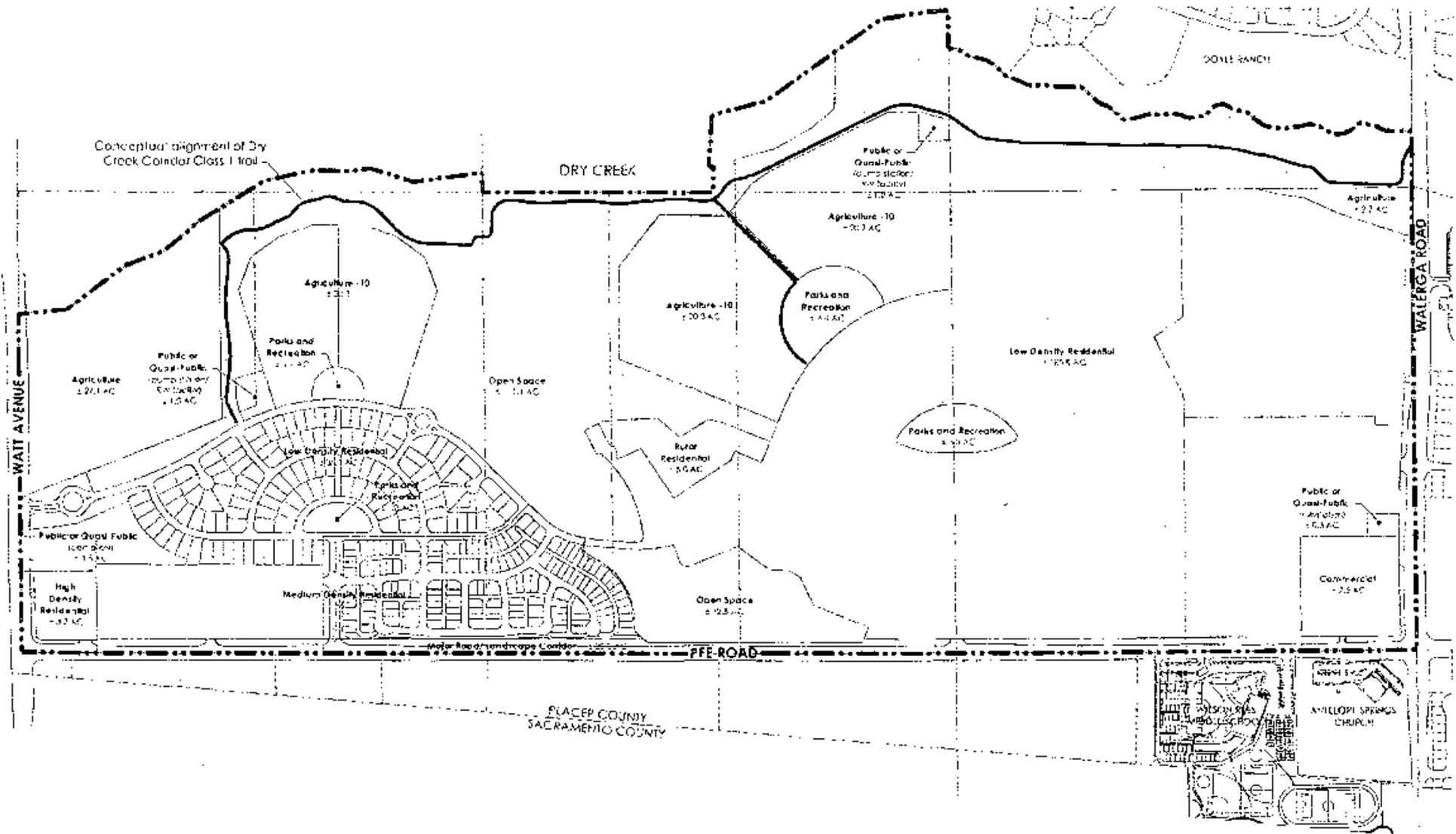
Park Site #3

- Complete Baseball/Softball field including
 - Brick-clay skinned infield with base pads
 - Pitchers mound
 - Enclosed dugouts with benches
 - 30' tall backstop continuous beyond 1st and 3rd bases
 - Electrical outlets supplied to backstop and pitchers mound
 - Three tiered commercial quality bleachers behind each dugout

- Minimum 6 inch thick by approximately 15 feet wide concrete patio area behind dugouts
 - Drinking fountain with jug filler
- Youth soccer field overlay
 - Municipal quality soccer goals.
- Complete water and irrigation system according to County standards
 - Tucor remote irrigation system or approved equal including the following components:
 - TWC-Flow Master Controller, Line Decoder, Sensor Decoder, Surge Protector
 - Tucor Control Cable
 - Tucor Flow Sensor
 - Tucor RFA-100F Radio Field Access Unit.
 - Provide for separate systems for both a primary recycled irrigation system and domestic system for potable use, primary backup, and irrigation areas in proximity to concentrated pedestrian traffic.
 - Pay all required hookup fees and facilitate any necessary agreements
- Turf areas shall be installed in the areas shown on the Specific Plan Figure 5.4
- Construct functional sewer system
 - Obtain and complete sewer permit
 - Pay any hookup fees
- The trail between Park Site 3 and the backbone Dry Creek Corridor Trail shall be constructed no later than the acceptance of improvements for Park Site 3
- Five (5) permanent "bear proof" type trash enclosures designed to hold 2-32 gallon trash bags each
- Fully functional four-stall concrete/masonry restroom building -- CXT Montrose model or approved alternate stylized consistent with the Riolo Vineyards Design Guidelines as approved by the County.
 - Stainless steel/penal rated fixtures
 - Dual drinking fountains mounted to exterior
 - Security lighting at restroom
- Covered Picnic Pavilion
 - Minimum 24' x 24' Classic Recreation Systems Scottsdale model or approved alternate stylized consistent with Riolo Vineyards Design Guidelines as approved by the County.
 - Minimum 6" concrete floor
 - Masonry bar-b-que unit with municipal quality charcoal grill inserts with minimum of six square feet of grilling surface
 - Municipal quality picnic tables with chains and anchors
 - Electrical outlet
- Minimum 6" thick concrete pathway and patio area throughout park as generally depicted in Specific Plan Figure 5.4
- Adventure Playground
 - Installed Miracle Model 714-S097 or approved alternate (age 5-12 appropriate)

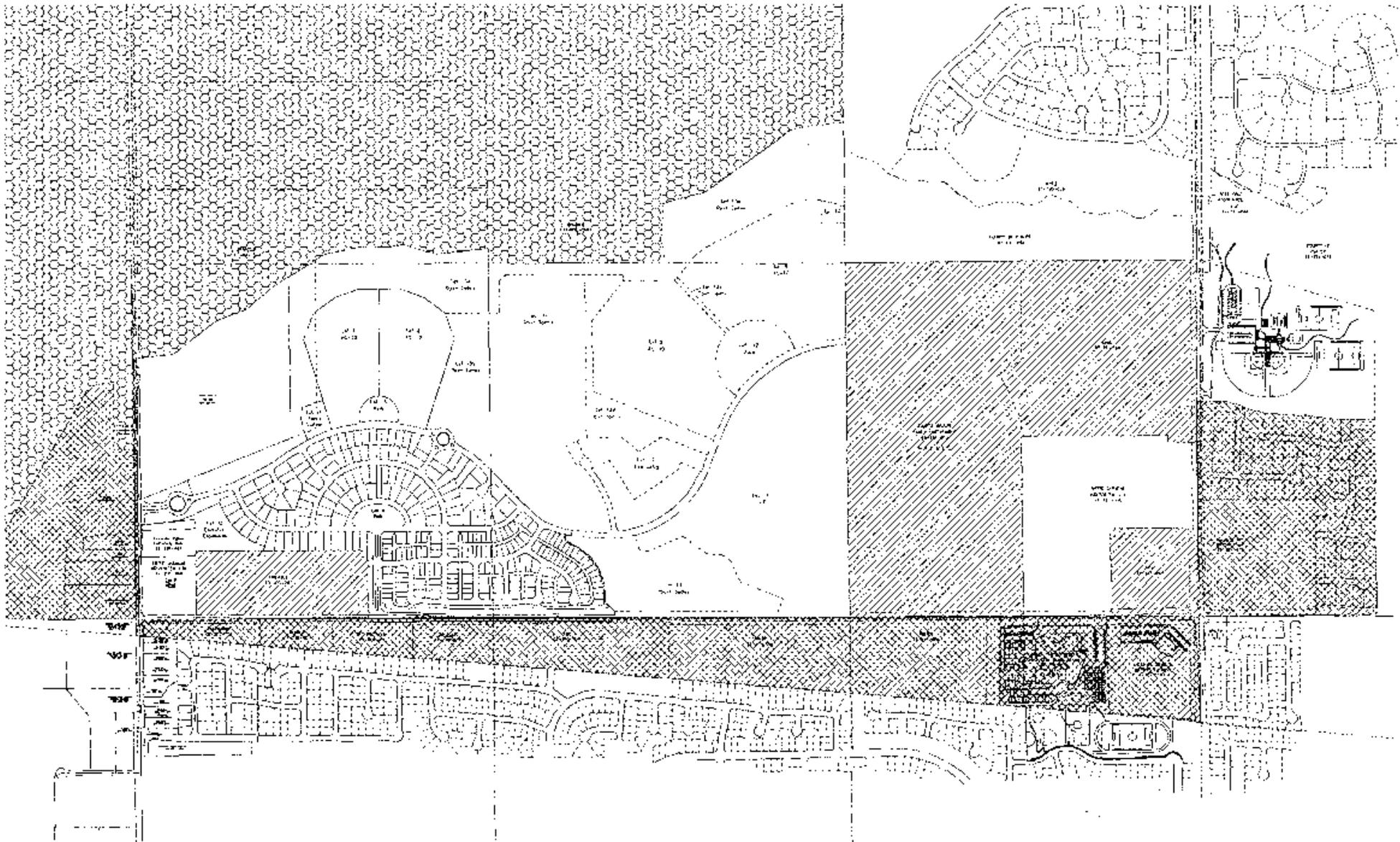
- Installed Miracle Model 718-S031 or approved alternate (age 2-5 appropriate)
- Poured in place rubber fall zone matting
- Concrete/masonry perimeter
- Drinking fountain located in proximity to playground area
- Landscaping in general areas as depicted in Riolo Vineyards Specific Plan Figure 5.4. Plant and tree selection shall be specified in consultation with and approved by County Parks Division.
- Minimum of six municipal quality park benches located throughout park
 - Bench design shall be consistent with Riolo Vineyards Design Guidelines
 - Benches shall be installed on concrete pads contiguous to the path/trail system
 - Benches shall be chained to anchors placed in concrete pads
- Paved parking Areas
 - Minimum 11 stall parking lot onsite
 - Approximately 19 street side stalls or maximum achievable along road frontage
 - Drainage system and pollutant intercepts as approved by the Regional Water Quality Control Board and County NPDES Division.
 - Signage, striping, and pavement markings as required by law/code.
 - Entrance gate
- Bollards or boulders placed at maximum 5 foot clear space along street frontage and parking lot to prevent unauthorized vehicle access
- Information kiosk according to County provided design standard.
- Park name sign as approved by the County DRC.

EXHIBIT 3.10.3.1 DRY CREEK CORRIDOR TRAIL



467

EXHIBIT 4.2.5 BENEFITTING PROPERTIES (for reimbursement)



418

LEGEND	
	On-Site Benefiting Properties
	Off-Site Benefiting Properties
	Off-Site Benefiting Properties - Pacer Vineyards


 NORTH
 0 50 100
MACKEY & SOMPS
PLANNING ENGINEERS ARCHITECTS

**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
RIIOLO VINEYARD DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Agreement**") is entered into this _____ day of _____, 20____, by and between Bryte Gardens Associates, Ltd., a California partnership, (hereinafter "**Developer**"), and [Name of Purchaser] a _____ (hereinafter "**Assignee**"), with respect to the following facts:

RECITALS

A. On _____, 2009, the County of Placer and Developer entered into that certain agreement entitled "Development Agreement By and Between The County of Placer and Bryte Gardens Associates, Ltd. Relative to the Riolo Vineyard 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 for Developer as described in the Section 7.5 of the Development Agreement 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:

Bryte Gardens Associates, Ltd.
a California partnership

By: _____
Name: _____
Title: _____

ASSIGNEE:

[NAME OF ASSIGNEE],
a _____

By: _____
Name: _____
Title: _____

Attachment I
Vesting Tentative Subdivision Map Findings

1. The Large-Lot Vesting Tentative Subdivision Map and the Small-Lot Vesting Tentative Subdivision Map are consistent with the programs and policies set forth in the Placer County General Plan and the Dry Creek/West Placer Community Plan, as detailed in the staff report to the Planning Commission for the Riolo Vineyard Specific Plan, dated December 18, 2008.
2. The design or improvement of the proposed subdivision is consistent with the Placer County General Plan and the Dry Creek/West Placer Community Plan, as detailed in the staff report to the Planning Commission for the Riolo Vineyard Specific Plan, dated December 18, 2008.
3. The project site is physically suitable for the type of development proposed, as detailed in the staff report to the Planning Commission for the Riolo Vineyard Specific Plan, dated December 18, 2008.
4. The project site is physically suitable for the density of development proposed, as detailed in the staff report to the Planning Commission for the Riolo Vineyard Specific Plan, dated December 18, 2008.
5. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitats. As detailed in the staff report to the Planning Commission for the Riolo Vineyard Specific Plan, dated December 18, 2008, an Environmental Impact Report for the Riolo Vineyard Specific Plan has been prepared and concluded that all identified impacts have been adequately addressed and appropriate mitigation measures proposed where feasible.
6. The design of the subdivision or type of improvements is not likely to cause serious public health problems. As detailed in the staff report to the Planning Commission for the Riolo Vineyard Specific Plan, dated December 18, 2008, an Environmental Impact Report for the Riolo Vineyard Specific Plan has been prepared and all identified impacts have been adequately addressed and appropriate mitigation measures proposed where feasible.
7. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at-large, for access through or use of, property within the proposed subdivision. Public roadways have been constructed to provide public vehicular access to the project site, and this proposed project does not propose modifications to the existing circulation plans.