



New Project Information

The City of Rocklin is processing the below referenced application(s) for project approval. The request is now being reviewed for compliance with the requirements and regulations of relevant City, State, and Federal agencies, and Utility providers. Once any issues have been resolved a hearing date will be set and public notice provided to alert neighbors and interested parties of the hearing date, availability of project information, the opportunity to comment on the project.

Application Received: July 18, 2024

Project Name and Requested Approvals:

Granite Lakes Estates Development Agreement

Development Agreement (DA2024-0001)

Staff Description of Project:

The project is a request for approval of a Development Agreement (DA) for the Granite Lakes Estates project, a 116-lot single family residential development, which was originally approved by the City Council in May 2002. The original DA was approved for the project in 2002 and allowed for the construction and occupancy of approximately one-third of the project (40 lots) prior to the construction of the Monument Springs Bridge and associated roadway improvements. The DA was amended in 2010 and 2020, but ultimately expired July 11, 2021. Although the DA has expired, the Tentative Subdivision Map (SD-2000-02A) and associated Oak Tree Preservation Permit (TRE-2017-0003) have been extended, and remain valid through January 11, 2027.

The applicant is proposing a new Development Agreement, in order to establish certain requirements for the remaining project development. The revised DA would vest all active entitlements for an additional 10 years, allow the developer the ability to pull building permits for the remaining lots prior to or simultaneously with the initiation of the bridge construction (but not allow occupancy permits to be issued until the bridge is substantially completed) and annex the project into the BOLD District for infrastructure financing and construction.

Location:

The subject property, known as Granite Lakes Estates, is generally located in the southeast area of the City of Rocklin at the southerly terminus of Greenbrae Road and Monument Springs Drive, bounded by Greenbrae Road to the north, the Quarry Ridge Subdivision to the east, the Rustic Hills and the undeveloped Highlands Parcel A subdivisions to the west, and the Highlands subdivision to the south. The Assessor's Parcel Number of the undeveloped portion of the site is (APN) 046-030-070.

Land Use Designation(s)/Zoning:

The property is designated Low Density Residential (LDR) and Recreation Conservation (R-C) in the Rocklin General Plan. The property is zoned Planned Development Residential 1.5 Dwellings Per Acre (PD-1.5) and Open Area (OA).

This project does / XX does not require modification or change of the land use designations and regulations currently applicable to the project site.

Compliance with the California Environmental Quality Act:

An Environmental Impact Report (EIR) for Granite Lakes Estates was certified via City Council Resolution No. 2002-165 on May 28th, 2002. An Addendum to the EIR addressing modifications to the project was certified via City Council

Resolution No. 2022-98, on May 10, 2022. Pursuant to Section 15162 of California Code of Regulations (“CEQA Guidelines”), no additional environmental review is required.

Applicant & Property Owner:

The applicant is NG Alexander Real Estate Development, LLC; the owner is Capital Equity Management Corporation, Inc. and Real Property Investment Pros Inc.

Attached Information:

For additional detail, please visit the following link:

<https://www.rocklin.ca.us/post/>



City of Rocklin

Planning Division
3970 Rocklin Road
Rocklin, California 95677
Phone (916) 625-5160 FAX (916) 625-5195



UNIVERSAL APPLICATION FORM

NAME OF PROJECT: Granite Lakes Estates Proposed Development Agreement

LOCATION: Greenbrae Road-Monument Springs crossstreets

ASSESSOR'S PARCEL NUMBERS: 046-030-070

DATE OF APPLICATION (STAFF): 7/18/24 **RECEIVED BY (STAFF INITIALS):** BS

FILE NUMBERS (STAFF): DA 2024-0001 **FEES:** \$ 20,395

RECEIPT No.: RS9204

Pre-Application Meeting Requirements:

It is required that a pre-application meeting be held with a Staff Planner prior to submitting most applications for planning entitlements and permits. The purpose of the pre-application meeting is to expedite application processing by enabling staff to work with the applicant to assure that the officially submitted application materials are in the proper format and that the applicant understands the City of Rocklin's goals, policies, and ordinances that may affect the project. A copy of these and other planning provisions is available at the applicant's request.

Generally, two sets of preliminary plans and a written description of the proposed project should be brought with the applicant to the pre-application meeting. To schedule this meeting, please contact a Staff Planner at the Rocklin Community Development Department by calling (916) 625-5160.

DATE OF PRE-APPLICATION MEETING: _____

THIS APPLICATION IS FOR THE FOLLOWING ENTITLEMENTS: (CHECK APPROPRIATE SQUARES)

- | | | |
|---|--|---|
| <input type="checkbox"/> General Plan Amendment (GPA)
Fee: | <input type="checkbox"/> Tentative Subdivision Map (SD)
Fee:) | <input type="checkbox"/> Use Permit (U)
<input type="checkbox"/> Minor (PC Approval – New Bldg) Fee:
<input type="checkbox"/> Minor (PC Approval – Existing Bldg) Fee:
<input type="checkbox"/> Major (CC Approval) Fee: |
| <input type="checkbox"/> BARRO Zone Application (BZ)
Fee: | <input type="checkbox"/> Tentative Parcel Map (DL)
Fee: | <input type="checkbox"/> Variance (V)
Fee: |
| <input type="checkbox"/> Rezone (Reclassification) (Z)
Fee: | <input type="checkbox"/> Design Review (DR)
Commercial Fee:
Residential Fee:
Signs Fee: | <input type="checkbox"/> Oak Tree Preservation Plan Permit
Planning Commission Fee:
City Council Fee: |
| <input type="checkbox"/> General Development Plan (PDG)
Fee: | <input type="checkbox"/> Concurrent Application (2 or more entitlements)
Fee: | <input type="checkbox"/> Modification to Approved Projects
Fee: |

Development Agreement

_____ File Number

- Environmental Requirements: (STAFF)**
- | | |
|---|---|
| <input checked="" type="checkbox"/> Exempt - | <input type="checkbox"/> Mitigated Negative Declaration - |
| <input type="checkbox"/> Negative Declaration - | <input type="checkbox"/> EIR - See Fee Schedule |

UNIVERSAL APPLICATION FORM (CONT.)

GENERAL PLAN DESIGNATION:	PROPERTY DATA:	UTILITIES:	
Existing: _____	Acres: <u>GLE units 2-4</u>	EXISTING	PROPOSED
Proposed: _____	Square Feet: _____	<input type="checkbox"/> Pub. Sewer	<input checked="" type="checkbox"/> Pub. Sewer
Zoning:	Dimensions: _____	<input type="checkbox"/> Septic Sewer	<input type="checkbox"/> Septic Sewer
Existing: <u>PD-1</u>	No. of Units: <u>69-DU</u>	<input type="checkbox"/> Pub. Water	<input checked="" type="checkbox"/> Pub. Water
Proposed: _____	Building Size: _____	<input type="checkbox"/> Well Water	<input type="checkbox"/> Well Water
	Proposed Parking: _____	<input type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Electricity
	Required Parking: _____	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Gas
	Access: _____	<input type="checkbox"/> Cable	<input checked="" type="checkbox"/> Cable

PROJECT REQUEST: Applicant requests the following::

1. Vest entitlements for an additional 10 years

2. Ability to pull building permits prior to or simultaneously with the initiation of the bridge construction.

3.. Annexation into the Bold District for infrastructure financing and construction

4. Occupancy permits not to be issued until bridge is substantially completed.

(Example: Request for approval of design review to construct a 10,000 square foot office building on 1.5 acres)

NOTE: Annexations, Lot Line Adjustments, and Rocklin Ranch Industrial Park Specific Plan Use Permits require special application forms and additional submittal information available from the Planning Division.

UNIVERSAL APPLICATION FORM (CONT.)

PLEASE PRINT OR TYPE:

NAME OF PROPERTY OWNER: Capital Equity Management Corporation, Inc. & Real Property Investment

ADDRESS: PO Box 1747 Pro's Inc.

CITY: Modesto STATE: CA ZIP: 95353

PHONE NUMBER: 209-581-5801

EMAIL ADDRESS: discovery@gd-hld.com

FAX NUMBER: _____

SIGNATURE OF OWNER  VP & POA

(Signature Authorizing Application; provide owner's signature letter if signature is other than property owner.)

Andrew B. Katakis - VP and Andrew B. Katakis as VP & POA

NAME OF APPLICANT NG Alexander Real Estate Development, LLC
(If different than owner): _____

CONTACT: Nick Alexander

ADDRESS 1700 Eureka Road Ste 150-C

CITY: Roseville STATE: CA ZIP: 95661

PHONE NUMBER: 916-773-6108

EMAIL ADDRESS: Ngalexander@comcast.net

FAX NUMBER: _____

SIGNATURE OF APPLICANT _____

AGENT AUTHORIZATION FORM

Property owners desiring to authorize individuals to represent them in conjunction with any application or matter before the City shall provide written authorization using this form. A separate form shall be used for each individual or firm authorized, and shall specifically note any restrictions upon the authorized person.

Project Name:	Granite Lakes Estates Phases 2-4
Location:	Greenbrae Road, Monument Springs intersection
Assessors Parcel Number(s):	046-030-070
Entitlements for which authorization is applicable (use permit, variance, tentative map, etc.):	
Name of person and / or firm authorized to represent property owner (Please print): Nicholas G Alexander	
Chad Roberts. Hefner Law	
Address (Including City, State, and Zip Code):	1700 Eureka Road Ste 150-C
	Roseville, CA 95661
Phone Number:	916-773-6108; 9169256620
Fax Number:	
Email Address:	ngalexander@Comcast.net; croberts@hsmlaw.com
The above named person or firm is authorized as:	
Agent (<input checked="" type="checkbox"/>) Buyer (<input type="checkbox"/>) Lessee (<input type="checkbox"/>)	
The above named person or firm is authorized to (check all that are applicable):	
<input checked="" type="checkbox"/> File any and all papers in conjunction with the aforementioned request, including signing the application	
<input checked="" type="checkbox"/> Speak on behalf of and represent the owner at any Staff meeting and/or public hearing.	
<input checked="" type="checkbox"/> Sign any and all papers in my stead, with the exception of the application form.	
The duration and validity of this authorization shall be:	
<input checked="" type="checkbox"/> Unrestricted (<input type="checkbox"/>) Valid until:	
Owners Authorization Signature & Date:	
Owners Name (Please Print):	Capital Equity Management Group Inc. & Real Property Investment Pro's Inc.
Owners Address (Including City, State, and Zip Code):	PO Box 1747
	Modesto CA 95353
Phone Number:	209-581-5801
Email Address:	Discovery@gd-ltd.com

NOTIFICATION OF OWNERS OF MINERAL RIGHTS

Government Code section 6509a(a)(2) states that if the Subdivision Map Act requires notice to be given pursuant to Section 65091, in addition to noticing the surrounding property owners, notice must also be given to anyone who has filed with the County recorder's office a "notice of intent to preserve the mineral right pursuant to Section 883.230 of the Civil Code" on the subject property.

Therefore, mailing labels must be provided with this application for any owner of a mineral right pertaining to the subject real property who has recorded a notice of intent to preserve the mineral right pursuant to Section 883.230 of the Civil Code (Subdivision Map Act Section 65091(a)(2)).

See page 24 of this application for instructions on how to submit mailing labels.

Section 65091(a)(2)

"(2) When the Subdivision Map Act (Div. d 9commencing with Section 66410)) requires notice of a public hearing to be given pursuant to this section, notice shall also be given to any owner of a mineral right pertaining to the subject property who has recorded a notice of intent to preserve the mineral right pursuant to Section 883.230 of the Civil Code."

There **are / are not** (circle one) owner(s) of record of preserved mineral rights on the subject property and I, Nicholas G Alexander, the applicant or applicant's representative, **have / have not** (circle one) provided the name and mailing address of record for any and all owners of mineral rights pursuant to Section 883.230 of the Civil Code.


Signature

7/19/2024
Date

**STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME
FILING FEES**

In 1990, the State adopted a fee pursuant to AB 3158 for the review of environmental documentation by the State Department of Fish and Game. Subsequently, in 1991, the fees were challenged. Then, in June 1995, the Department of Fish and Game instructed the jurisdictions to stop collecting fees. Following a great deal of court action and in a memorandum dated February 26, 1996, the State Clearinghouse, Office of Planning and Research, stated that the fees must again be collected.

On September 29, 2006, Senate Bill 1535 was passed increasing the amounts of filing fees collected by the Department, and requires the Department to adjust the fees annually pursuant to Fish and Game Code Section 713.

As of January 1, 2020, State law requires all applicants who have a Notice of Determination filed for a Negative Declaration to pay a \$2,406.75 fee and those with a Notice of Determination for an Environmental Impact Report to pay a \$3,343.25 fee. Both types must pay an additional \$50.00 administrative fee making the total fees \$2,456.75 and \$3,393.25 respectively. Applicants whose projects require the filing of a Notice of Exemption will need to pay a \$50.00 administrative fee. The City will notify each applicant which of the fees must be paid.
Applicant requests the following: 1) Vest entitlements for an additional 10 years

PLEASE NOTE: Effective January 1, 2008, the fee exemption for projects determined to have a ***De Minimis Impact Finding*** has been eliminated. (Section 711.4 Fish and Game Code).

The Fish and Game filing fee must be paid prior to the filing of the Notice of Determination with the County Clerk. Since the CEQA law requires a Notice of Determination to be filed with the County within 5 days of an action by the City, all applicants must remit to the City the necessary fee amount no later than the day of the final scheduled public hearing for the proposed project.

PLEASE MAKE ALL CHECKS PAYABLE TO PLACER COUNTY.

If you have any questions regarding this matter, please do not hesitate to contact the Planning Department at (916) 625-5160. Upon review of the above, please sign and return this document with your application.

I, Nicholas G Alexander, the applicant or applicant's representative, have read the information above and understand its meaning.


Signature

7/19/2020
Date

HAZARDOUS WASTE AND SUBSTANCES STATEMENT

Pursuant to California Government Code Section 56962.5, I have consulted the Hazardous Waste and Substances Sites List (Cortese List), consolidated by the State of California, Environmental Protection Agency and find that;

The project, including any alternatives, _____ is, is not (check which applies) located on a site which is included on the Hazardous Waste and Substances Sites List (Cortese List). If on the list, provide the following information:

Regulatory identification number: _____ Date of list: _____

Type of problem: _____

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Dated: _____

Applicant requests the following: 1) Vest entitlements for an additional 10 years; 2) Assumin

Applicant:  _____
Nicholas G Alexander

Applicants can verify this information by reviewing the Hazardous Waste and Substances Sites List (Cortese List), available for review at the City of Rocklin Planning Department counter, or at the California Department of Toxic Substance Control web site:
<http://www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm>

MITIGATION FOR AIR QUALITY IMPACTS

The US Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) have established air quality standards, referred to as the National Ambient Air Quality Standards (NAAQS) and the State Ambient Air Quality Standards (SAAQS) respectively. The federal Clean Air Act and State Clean Air Act both require that areas in violation of the ambient air quality standards adopt strategies to attain these standards. The Placer County Air Pollution Control District (APCD) has primary responsibility for planning and maintenance and/or attainment of air quality standards within Placer County. California is divided into 15 air basins for the purpose of monitoring air quality. Placer County is included in the Sacramento Valley Air Basin. Areas may be classified as attainment, non-attainment, or unclassified with regard to the adopted standards. The unclassified designation is assigned in cases where monitoring data is insufficient to make a definitive determination. Under the federal standards, all of Placer County, including Rocklin, is designated as non-attainment for ozone. All other pollutants are designated unclassified in Rocklin. Under the state standards, South Placer, including Rocklin, is designated as non attainment for ozone and PM10 and unclassified for hydrogen sulfide and visibility reducing particulate.

The project would have the following short-term construction impacts, if not mitigated:

- a. Construction activities, including grading, would generate a variety of pollutants, the most significant of which would be dust (PM10). This would exacerbate the existing PM10 non attainment condition if not mitigated.
- b. Construction equipment would produce short-term combustion emissions, and asphalt materials used for streets and driveways would produce pollutants during curing.

The mitigation measures listed below will reduce the short term impacts to less-than-significant. In the long-term, vehicle trips to and from the project site would generate Carbon Monoxide and ozone precursor emissions, thereby contributing to the non-attainment status of the local air basin. These incremental and cumulative adverse air quality impacts cannot be completely mitigated. However, these impacts were anticipated by the City of Rocklin General Plan, and were addressed through the 1991 Rocklin General Plan EIR and the North Rocklin Circulation and Traffic Study. Findings of overriding significance were adopted for the unmitigatable and unavoidable significant air quality impacts.

Therefore, I, as the applicant for the proposed project, agree that the mitigation measures listed below are incorporated as a part of my project description in order to mitigate for the short term impacts.

MITIGATION FOR AIR QUALITY IMPACTS (CONT.)

MITIGATIONS

1. The project shall conform with the requirements of the Placer County APCD.
2. Prior to commencement of grading, the applicant shall submit a dust control plan for approval by the City Engineer and the Placer County Air Pollution Control District. The plans shall specify measures to reduce dust pollution during all phases of construction.
3. Traffic speeds on all unpaved road surfaces shall be posted at 25 m.p.h. or less.
4. All grading operations shall be suspended when wind speeds exceed 25 m.p.h.
5. All trucks leaving the site shall be washed off to eliminate dust and debris.
6. All construction equipment shall be maintained in clean condition.
7. All exposed surfaces shall be revegetated as quickly as feasible.
8. If fill dirt is brought to the construction site, tarps or soil stabilizers shall be placed on the dirt piles to minimize dust problems.
9. Apply water or dust palliatives on all exposed earth surfaces as necessary to control dust. Construction contracts shall include dust control treatment as frequently as necessary to minimize dust.
10. Construction equipment shall be properly maintained and tuned.
11. Utilize low emission mobile construction equipment where possible.
12. Open burning of vegetative material is prohibited.

Nicholas G Alexander

Applicant's Name (printed)



Applicant's Signature

7/19/2024

Date



City of Rocklin

Planning Division
3970 Rocklin Road
Rocklin, California 95677
Phone (916) 625-5160 FAX (916) 625-5195

**ENVIRONMENTAL
INFORMATION SHEET**
(To be completed by
applicant)

LOCATION OF PROJECT (ADDRESS) Greenbrae Monument Springs intersection

ASSESSORS PARCEL # 046-030-070

NAME OF PROJECT Granite Lakes Estates

CONTACT/APPLICANT Nicholas G. Alexander

ADDRESS 1700 Eureka Road Ste 150-C Roseville Ca 95661

PHONE 916-773-6108 **EMAIL** ngalexander@comcast.net

Project Description - Describe in detail. Add separate sheet if necessary.
Applicant requests the following: 1) Vest entitlements for an additional 10 years; 2) Assuming substantial completion of the Monument Springs Bridge prior to the issuance of occupancy permits; and 3) Annexation into the Bold District for infrastructure financing and construction. 4) Ability to pull building permits prior to or simultaneously with the initiation of the bridge construction.

Property size: _____
Square Feet _____ Acres _____
Land Use: Vacant _____
Existing _____ Proposed _____

RELATED PROJECTS: If this project is a part or portion of a larger project, describe the previous project by name, general development plan number, or other project identification. _____

PREVIOUS ENVIRONMENTAL DOCUMENTS: If this project is part of a larger project for which a negative declaration or an environmental impact report has been prepared and certified, reference the document below. Include the date and SCH#, if possible: _____
Previously certified EIR Resolution 2002-165

OTHER REQUIRED PERMITS OR APPROVALS:

Permit or Approval	Agency	Address	Contact Person/Phone

PREVIOUS LAND USES: Describe existing and previous land uses of the site for the last 10 years or more: _____

SITE CHARACTERISTICS

1. What natural features (trees, rock outcroppings etc.) presently exist on the site?
This was addressed in Final EIR Resolution 2002-165.

2. What are the surrounding land uses?
East SF Residential West SF Res/OS North SF Residential South SF Residential

3. Is the project proposed on land which contains fill or a slope of 10% or more? Yes

4. Are there any existing erosion problems? No

5. Is the site on expansive soils (as defined in Table 18 of the UBC) or immediately adjoining an area subject to slides, liquefaction, slope instability or other related hazards? _____
If so, describe in detail, or refer to attached soils report.
This was addressed in the Final EIR Resolution 2002-165 and subsequent soils reports.

6. Grading, excavating or filling activities - Quantity of cubic yards to be:
a. Moved within the site Addressed in Final EIR
b. Deposited on the site Addressed in Final EIR.
c. Removed from the site Addressed in Final EIR.
Disposal site N/A

7. Are there any streams or permanent water courses on the site? _____
Describe Addressed in Final EIR.

8. Will the proposed project change drainage patterns or the quality of groundwater?
If so explain. If not, why not. No

9. Will the project affect any drainage channel, creek, pond or any other water body?
Describe below: Addressed in Final EIR.

10. Is any portion of the property located in a flood plain? _____
 If so describe Addressed in Final EIR.
-
11. Are there any jurisdictional wetlands or vernal pools on the site? If so how will they be impacted by the project? Addressed in Final EIR.
-
12. Are there any trees or shrubs on the project site? Yes
 What types? Mostly Oaks/See EIR
 Are any to be removed or transplanted? Plant mitigation measures
 State the location of transplant site: _____
 State the number & species to be removed: _____
13. Will the project affect the habitat of any endangered, threatened, or other special status species?
Addressed in Final EIR.
-
14. Will the project result in any new noise source, or will it place new residents in an area of high traffic noise or noise from any other source? Minor loud noise
15. What type of equipment will be associated with the project during construction?
Typical earthmoving equipment used in Region.
-
- During permanent operation? No
16. Describe any air pollutants, other than vehicle exhaust, which would be generated by this project, both during and after construction. Dust particulates are considered pollutants.
Addressed in Final EIR.
17. Will the project produce new sources of dust, ash, smoke, fumes or objectionable odor? If yes, describe the source of the emission, methods to control emissions and means of mitigating those effects on adjacent properties: No
18. Will the project create any new light source, other than street lighting? If yes, describe below:
No
19. Is this property covered by a Williamson Act contract? No
20. Has this property ever been used for agricultural purposes? No If so, for what purpose and when? _____
21. Does the project involve the use of routine transport or disposal of hazardous materials?
No
22. Are there any known mineral resources of value to the region and the residents of the state located on the site? If so, what types? No
23. How close is the nearest school? Sierra College

24. PROPOSED BUILDING CHARACTERISTICS (BOTH RESIDENTIAL AND NON-RESIDENTIAL)

Size of new structure(s) or addition in gross square feet: _____
 Building height measured from ground to highest point in feet: _____
 Number of floors/stories: _____
 Height of other appurtenances (antennas, steeples, mechanical equipment, etc.) measured from ground: _____
 Project site coverage: Building _____ sq.ft. _____ %
 Landscaping _____ sq.ft. _____ %
 Paving _____ sq.ft. _____ %
 Exterior building materials: _____
 Exterior building colors: _____
 Wall and/or fencing material: _____
 Total number of off-street parking spaces required: _____ Provided: _____
 Total number of bicycle parking spaces: _____

25. Is there any exposed mechanical equipment associated with the project? _____
 Location and screening method _____

26. RESIDENTIAL PROJECTS

Total lots ⁶⁹ _____ Total dwelling units ^{Up to 69} _____
 Density/acre _____ Total acreage _____

	Single Family	Two Family	Multi-Family (More than 2 units)
Number of Units			
Size of lot/unit			
Studio			
1 Bedroom			
2 Bedroom			
3 Bedroom			
4+ Bedroom			

27. RETAIL, COMMERCIAL, INDUSTRIAL, INSTITUTIONAL OR OTHER PROJECT

Type of use(s): _____
 Oriented to: Regional _____ City _____ Neighborhood _____
 Hours of operation: _____
 Total occupancy/Building capacity: _____
 Gross floor area: _____ Number of fixed seats: _____
 Number of employees (total): _____ Employees per shift: _____ Number of Shifts _____
 Number of visitors/customers on site at busiest time (best estimate): _____
 Other occupants (specify): _____

ALL PROJECTS

28. Approximately how many tons of solid waste will the project produce each year? _____

29. Will the proposed use involve any toxic or hazardous material? No
 Is the project site within 2,000 feet of an identified hazardous/toxic site? No
 Is the project site within 2,000 feet of a school or hospital? No
 If the project involves any hazardous material, explain: _____

30. How many new residents is the project estimated to generate? 125
31. Will the project generate a demand for additional housing? No
32. What is the current and estimated number of motor vehicles to arrive at the site as a result of the project? Previously addressed in Traffic Study
33. Could the project increase traffic hazards to motor vehicles, bicyclists or pedestrians? No
 If yes, explain _____
34. How close is the project to the nearest public park or recreation area? South in Vista Oaks Project
35. What school districts will be affected by this project? Rocklin
36. Describe energy-efficient features included in the project. As required by Code

37. Describe how the following services or utilities will be provided:
 Power and Natural Gas PG&E
 Telephone AT&T
 Water PCWA
 Sewer SPMUD
 Storm Drainage Private and City
 Solid Waste Recology
38. Will the project block any vista or view currently enjoyed by the public? No
39. Are there any known historic or significant building features on or near the site? If so, will the project result in any impact to the building? No
40. Are there any archaeological features on the site? Yes If so, will the project result in any impact to these features? See Archeologist Report in EIR



Rocklin Cash Register Receipt

City of Rocklin, Rocklin, CA

Receipt Number
R59204

DESCRIPTIONS	ACCOUNT	QUANTITY	PAID
ProjectTRAK			\$20,395.00
DA2024-0001 Address:			\$20,395.00
Apn:			
DEV AGREEMENT			\$20,395.00
DEVELOPMENT AGREEMENT MAJOR	1006014 4152		\$20,395.00
TOTAL FEES PAID BY RECEIPT: R59204			\$20,395.00

Date Paid: Thursday, July 18, 2024

Paid By: CAPITAL EQUITY MANAGEMENT GROUP

Cashier: DGAL

Pay Method: CHECK 16063

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
Attn: City Clerk
Ph: (916) 625-5588

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

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROCKLIN
AND
CAPITAL EQUITY MANAGEMENT GROUP, INC.
AND
REAL PROPERTY INVESTMENT PROS INC.
RELATIVE TO
GRANITE LAKES ESTATES

**DEVELOPMENT AGREEMENT
RELATIVE TO GRANITE LAKES ESTATES**

This Development Agreement (“Agreement”) is entered into as of this [REDACTED] day of [REDACTED], 2024, by and between the CITY OF ROCKLIN, a municipal corporation (“City”), and CAPITAL EQUITY MANAGEMENT GROUP, INC., a California corporation and REAL PROPERTY INVESTMENT PROS INC., a Nevada corporation (collectively, “Landowner”). City and Landowner are hereinafter sometimes collectively referred to as the “Parties” and singularly as “Party.”

RECITALS

1. 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 Government Code Section 65864, *et seq.*, which authorizes City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

2. Property. Landowner holds a legal or equitable interest in certain real property located in the City of Rocklin, County of Placer, more particularly described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto (the “Property”). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. Project. Landowner has obtained various approvals from City (described in more detail in Recital 6 below), including approval for a tentative subdivision map for a project known as Granite Lake Estates (the “Project”) to be located on the Property. All conditions of approval of the Project are incorporated into this Agreement as though fully set forth herein. Phase 1 of the Project with 48 single family homes has been built and this Agreement addresses the remaining 65 single-family lots.

4. Public Hearing. On [REDACTED], the Planning Commission of City, serving as City’s planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.

5. Environmental Review. On May 10, 2022 in Resolution No. 2022-98, the City Council approved the First Addendum to the Granite Lake Estates Environmental Impact Report, which was certified on May 28, 2002 by Resolution No. 2002-165 (State Clearinghouse No. 1998122053). The Environmental Impact Report and First Addendum thereto are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

6. Project Approvals. The following land use approvals which are collectively referred to hereinafter as the “Project Approvals” have been granted for the Property, which entitlements are the subject of this Agreement.

6.1. Tentative Subdivision Map (SD-2000-02) originally approved on May 28, 2002 via Resolution No. 2002-166 and as modified on June 14, 2022 via Resolution 2022-127 (SD-2000-02A), including all conditions of approval as modified in Resolution 2022-127 on June 14, 2022 attached hereto as Exhibit B (“Tentative Subdivision Map”);

6.2. Oak Tree Preservation Plan Permit (TRE-2000-33) originally approved via Resolution No. 2002-166 approved on May 28, 2002 and as modified in Resolution 2022-127 (TRE-2000-33A) on June 14, 2022;

6.3. The Second Amendment to the General Development Plan (PDG-2000-08B) adopted in Ordinance 1148 on June 14, 2022, which amended the original and First Amendment to the General Development Plan (PDG-2000-33 and PDG-2000-33A) adopted in Ordinance Nos. 855 and 958, respectively;

6.4. The EIR Mitigation Monitoring Program (EIR-2000-01) originally adopted in Resolution No. 2002-165 and as revised in the First Addendum;

6.5. This Development Agreement, as adopted on _____ by City Ordinance No. _____.

7. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, some of which services and facilities will be provided by City to the Project subject to the performance of Landowner’s obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code 66473.7, if applicable.

8. Intent of the Parties; Public Benefit. The Parties desire to enter into this Agreement relating to the Property in conformance with the applicable provisions of state and local law in order to achieve the development of the Project in accordance with the Project Approvals, City ordinances and resolutions, and the Zoning Code, which together assure the health, safety, and general welfare of City and its existing and future residents. As a condition of approval, the Property, along with the Vista Oaks Subdivision and Highlands Parcel A projects, were conditioned to obtain rights of way and construct Monument Springs Drive, including the bridge, from China Garden Road to the Property (“Monument Springs Connection”). For numerous reasons, including the economic downturn in 2010, the Property has not yet fully developed, and construction of the Monument Springs Connection has been delayed. On June 22, 2021, City committed to ensure that the Monument Springs bridge is completed and allocated significant sums for this improvement that would be reimbursed, in part, through special tax assessments on the lots in the Property and properties in the Vista Oaks Subdivision and Highlands Parcel A. Extension of the Project Approvals through this Agreement will facilitate completion of the Monument Springs Connection and thereby provide a public benefit and enable City to be reimbursed for the share of costs for the Monument Springs bridge attributable to the Property. City has determined that development of the Property in accordance with the Project Approvals, including this Agreement and ultimate construction of the Monument Springs Connection, provides clear public benefits that will accrue to the public and that may not otherwise be obtained to the same extent through applicable development approval processes.

9. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as may be required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services as may be required herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the extension of the Project Approvals as provided by this Agreement and that, but for City's covenant to provide certain facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

10. Development Agreement Ordinance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth Chapter 17.92 of the City Zoning Code, establishing procedures for consideration of Development Agreements.

11. Consistency with General and Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in City Ordinance No. [REDACTED], City found that this Agreement satisfies the Government Code Section 65867.5 requirement of general plan and specific plan consistency.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

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

2. Relationship of City and Landowner. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that Landowner is not an agent of City. City and Landowner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Landowner joint venturers or partners.

3. Effective Date and Term.

3.1. Effective Date. The effective date of this Agreement ("Effective Date") is [REDACTED], which is the effective date of City Ordinance No. [REDACTED], adopting this Agreement.

3.2. Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of ten (10) years, unless said term is terminated, modified, or extended by circumstances set forth in this Agreement. Following the expiration of the term,

this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

3.3. Term of Project Approvals. Pursuant to California Government Code Section 66452.6(a), the Project Approvals, including but not limited to the term of the Tentative Subdivision Map, shall automatically be extended for the term of this Agreement.

3.4. Automatic Termination Upon Completion and Sale of Residential Lot. 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 Project Approvals for residential use, upon completion of construction and issuance by City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

4. Use of Property.

4.1. Right to Develop. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of the Project Approvals, including this Agreement and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as stated in Section 4.3, that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

4.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, the location, design, and maintenance of on-site and off-site improvements, location of public utilities, and other terms and conditions of development applicable to the Property, shall be those set forth in the Project Approvals, including this Agreement and any amendments to this Agreement or the Project Approvals as shall, from time to time, be approved. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit C-1 and Exhibit C-2.

4.3. Moratorium, Quotas, Restrictions, or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances, and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the

permitted uses, density, and intensity of uses as set forth in the Project Approvals; provided however, Landowner shall be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, City-wide or area-wide basis, and directly concerns a public health or safety issue, in which case City shall treat Landowner in a uniform, equitable, and proportionate manner with all properties, public and private, which are impacted by that public health or safety issue.

5. Applicable Rules, Regulations, Fees, and Official Policies.

5.1. Rules Regarding Permitted Uses. Except as provided in this Agreement, City's ordinances, resolutions, rules, regulations, and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of the Project Approvals. Except as provided in Section 6.2, this Agreement does not vest Landowner's rights regarding the payment of any development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges, or any other fee or charge imposed by City. All fees and charges applied on a City-wide basis to all substantially similar types of development projects and properties shall be paid at the rate in effect at the time such fees are customarily due, unless otherwise provided for in this Agreement.

5.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all ordinances, resolutions, rules, regulations, and official policies governing design, improvement, and construction standards and specifications applicable to the Project and to public improvements to be constructed by the Landowner shall be those in force and effect at the time the applicable plan or permit approval was granted, if granted prior to the Effective Date of this Agreement, those in force and effect at the time of permit application.

5.3. Changes in State or Federal Law. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans, or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations.

5.4. Reservation of Authority. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Property, which are collectively referred to in this Agreement as "City Law":

(A) Existing or new fees and charges of every kind and nature lawfully imposed by City to cover the actual costs to City of processing applications for Project Approvals or for monitoring compliance with any Project Approvals or subsequent approvals granted or issued, as such fees and charges are adjusted from time to time.

(B) Existing or new regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure, provided such procedures are adopted by the City Council and applied on a City-wide basis to all substantially similar types of development projects and properties.

(C) Existing or new regulations governing construction standards and specifications including City’s building code, plumbing code, mechanical code, electrical code, fire code, and grading code, and all other uniform construction codes then applicable in the City and adopted by the City Council at the time of permit application.

(D) New City ordinances, rules, regulations, or policies which may be in conflict with this Agreement or the Project Approvals but which are reasonably necessary to protect the public health or safety, provided such new City ordinances, rules, regulations, or policies are adopted by the City Council and applied on a City-wide basis to all substantially similar types of development projects and properties.

(E) Any other existing or new City ordinances, rules, regulations, or policies applicable to the Property that are adopted by the City Council and do not conflict with this Agreement or the Project Approvals.

6. Subsequently Enacted Fees, Dedications, Assessments, and Taxes.

6.1. Processing Fees and Charges. Landowner shall pay those processing, inspection, and plan check fees and charges required by City under then current regulations for processing applications and requests for 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 Landowner hereunder, provided such fees and charges are applied on a City-wide basis to all substantially similar types of development projects and properties.

6.2. Development Impact Fees, Exactions, and Dedications. Landowner shall pay all development impact fees, connection fees, mitigation fees, and other exactions, and provide all dedications of land, required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together “Exactions”) authorized by City after the Effective Date so long as said Exactions otherwise comply with applicable law, including but not withstanding, Government Code Section 66000 *et seq.*, and are (1) required on a City-wide basis or (2) apply uniformly to all properties within the City that are zoned consistent with the Project Approvals. Except as otherwise provided in this Agreement, Exactions required by City to be paid by the Landowner that do not meet either of the preceding criteria, shall be the only Exactions authorized as of the Effective Date.

7. Community Facilities District.

7.1. Formation. Landowner shall take all steps necessary to include the Property within CMFA Community Facilities District No. 22-4 (City of Rocklin – Monument Springs) prior to recordation of the first small lot final map for the Property. The special tax rate established shall be no less than the rate applicable to the existing improvement area for the Vista Oaks Subdivision at the time of annexation. Notwithstanding the foregoing, in the event Landowner desires for the Monument Springs Bridge to be the only authorized facility within the improvement area to which the Property is annexed, the special tax rate shall be a lesser amount than provided in the preceding sentence. Unless otherwise agreed to by the Parties in writing,

each in their sole discretion, the City shall not authorize or permit the levy of any special tax with respect to a parcel within the Project prior to the issuance of a building permit for such parcel.

7.2. Community Facilities District Bond Proceeds. Proceeds of bonds issued for, and/or special taxes collected from, the improvement area established in Section 7.1 shall first be used to reimburse the City for bridge costs, including soft cost, as contemplated by Recital 8 herein.

8. Timing of Extension of Monument Spring Drive and Construction of Monument Springs Bridge. The extension of Monument Spring Drive and construction of Monument Springs Bridge shall be substantially completed prior to issuance the 49th certificate of occupancy. Notwithstanding Project Approvals requiring the extension of Monument Spring Drive and construction of Monument Springs Bridge before the 49th building permit, the Parties agree that extension of Monument Spring Drive and construction of Monument Springs Bridge shall not be required prior to issuance of any remaining building permits.

9. Amendment or Cancellation.

9.1. Modification Because of Conflict with State or Federal Laws. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps, or permits approved by City, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such Federal or State law or regulation. Any such amendment or suspension of the Agreement shall be approved by the City Council in accordance with City Codes and this Agreement.

9.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures of State law and City Codes and regulations.

9.3. Amendment of Project Approvals. Any amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

9.4. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the written mutual consent of the Parties or their successors in interest, in accordance with the provisions of City Codes. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

10. Periodic Review.

10.1. Review Date. The annual review date for this Agreement shall be approximately the anniversary date of the Effective Date and follow the procedures set forth in Sections 17.92.180 to 17.92.190 of the City Zoning Code.

10.2. Initiation of Review. The City Manager shall initiate the annual review by giving to Landowner written notice that City intends to undertake such review. Within thirty

(30) days of City's notice, Landowner shall provide evidence to the City Manager to demonstrate good faith compliance with the Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner.

10.3. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports, and related exhibits, concerning contract performance at least three (3) days prior to any annual review. Such materials shall also be emailed to Landowner at the email address provided in Section 25 at least three (3) days prior to any annual review.

10.4. Costs. Costs reasonably incurred by City in connection with the annual review shall be paid by Landowner in accordance with City's schedule of fees and billing rates in effect at the time of review.

10.5. Non-compliance with Agreement; Hearings. If the City Manager, or his/her designee, finds that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City Manager, or his/her designee, may refer the Agreement to the Planning Commission for review. Such referral shall be made by the City Manager or his/her designee, together with a staff report of the City Manager or his/her designee's findings. Upon such referral, the Planning Commission shall conduct a noticed public hearing to determine the good faith compliance by the Landowner with the terms of the Agreement and shall direct the issuance of a certificate of compliance upon a finding of good faith compliance, or make a determination of non-compliance on the basis of substantial evidence. A decision by the Planning Commission to issue a certificate of compliance shall be subject to appeal to the City Council in the manner set forth in **Section 4(f)** of City Resolution **_____**. A determination of non-compliance by the Planning Commission, however, shall automatically be deemed appealed and reviewed de novo by the City Council. If the City Council finds, based on substantial evidence, that the applicant is not in compliance with the terms of the Agreement, it may either cancel the Agreement upon giving sixty (60) days notice to the applicant, or allow the Development Agreement to be continued by imposition of new terms and conditions intended to remedy such non-compliance. The City Council may impose such conditions as it deems necessary to protect the interests of City. The decision of the City Council shall be final.

11. Default. Subject to any applicable extension of time, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 11.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

11.1. Procedure Regarding Defaults.

11.1.1. Notice of Default.

If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default.

11.1.2. Cure. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (1) the cure is commenced at the earliest practicable date following receipt of the notice; (2) the cure is diligently prosecuted to completion at all times thereafter; (3) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other Party that the cure cannot practicably be completed within such thirty (30) day period; and (4) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

11.1.3. Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

11.1.4. Legal Proceedings. Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

11.1.5. Effect of Termination. If this Agreement is terminated following any Event of Default of Landowner 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 City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by City 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.

12. Estoppel Certificate. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that (1) this Agreement is in full force and effect and a binding obligation of the Parties; (2) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (3) to the knowledge of the certifying Party 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 and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties in writing. City Manager of City

shall be authorized to execute any certificate requested by Landowner. Should the Party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

13. Mortgagee Protection; Certain Rights of Cure.

13.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage (“Mortgage”). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee (“Mortgagee”) who acquires title to the Property, or any portion thereof, by foreclosure, trustee’s sale, deed in lieu of foreclosure, or otherwise.

13.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 13.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

13.3. Notice of Default to Mortgagee and Extension of Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in the City’s notice. City, through its City Manager, may extend the cure period provided in Section 11.1.2 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

14. 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.

15. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement. 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.

17. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the Parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding.

18. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner 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 Landowner and assumption by the assignee of such assignment in substantially the form attached hereto as Exhibit E and the conveyance of Landowner's interest in the Property related thereto, Landowner shall 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 "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of City Manager on behalf of City and the final form of such assignment shall be subject to the approval of City Attorney, neither of which shall be unreasonably withheld.

19. Agreement Runs with the Land. Except as otherwise provided for in this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each Party and its property hereunder and each other person succeeding to an interest in such properties.

20. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

21. Indemnification. Landowner agrees to indemnify, defend, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs), and liability for any personal injury or property damage which may arise directly or indirectly as a result of

any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond).

22. Insurance.

22.1. Public Liability and Property Damage Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than one million (\$1,000,000) dollars and a deductible of not more than ten thousand (\$10,000.00) dollars per claim. The policy so maintained by Landowner shall name City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

22.2. Workers' Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify City for any damage resulting from Landowner's failure to maintain any such insurance.

22.3. Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 22.1 and 22.2 and evidence that the carrier is required to give City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to City, its elective and appointive boards, commissions, officers, agents, employees, and representatives and to Landowner performing work on the Project.

23. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded, or hindered by an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military, or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of, and which could not have been reasonably anticipated by, the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

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

25. 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, with a courtesy copy via email.

Notice required to be given to City shall be addressed as follows:

CITY OF ROCKLIN
Manager
3970 Rocklin Road
Rocklin, CA 95677
Email:

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

CAPITAL EQUITY MANAGEMENT GROUP, INC.
Attn: _____

Email:_____

REAL PROPERTY INVESTMENT PROS INC.
Attn: _____

Email:_____

Either Party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address.

26. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 3.4 (Automatic Termination Upon Completion and Sale of Residential Lot), City shall cause this Agreement, any amendment hereto, and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of _____ pages and **six (6)** exhibits, which constitute the entire understanding and agreement of the Parties.

27. Further Assurances. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

28. City Cooperation. City agrees to cooperate with Landowner in securing all permits which may be required by City. City additionally agrees to cooperate with Landowner with respect to formation and implementation of community facilities districts if requested by Landowner. In the event State or Federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps, or permits approved by City, the Parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each Party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

IN WITNESS WHEREOF, the City of Rocklin, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No. [REDACTED], adopted by the City Council of the City on the [REDACTED], and Landowner has caused this Agreement to be executed.

“CITY”

“LANDOWNER”

CITY OF ROCKLIN,
a municipal corporation

CAPITAL EQUITY MANAGEMENT
GROUP, INC., a California corporation

By: _____

By: _____

Name: _____

Its: _____

Its: Mayor

Date: _____

Date: _____

REAL PROPERTY INVESTMENT PROS
INC., a Nevada corporation

ATTEST:

By: _____

Its: _____

Date: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Diagram of the Property
Exhibit B:	Tentative Subdivision Map
Exhibit C-1:	Land Use Map for the Property
Exhibit C-2:	Land Use Table
Exhibit D:	Intentionally Deleted
Exhibit E:	Form of Assignment

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of Placer, City of Rocklin, and is described as follows:

EXHIBIT A-2

DIAGRAM OF THE PROPERTY

EXHIBIT B
TENTATIVE SUBDIVISION MAP

EXHIBIT C-1

LAND USE MAP FOR THE PROPERTY

EXHIBIT C-2
LAND USE TABLE

EXHIBIT D

[INTENTIONALLY DELETED]

EXHIBIT E

FORM OF ASSIGNMENT

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rocklin

Attn: City Clerk

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO HIGHLANDS PARCEL A

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 20____, by and between _____, a _____ (hereinafter "Developer"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 2024, the City of Rocklin and Developer entered into that certain agreement entitled "Development Agreement By and Between the City of Rocklin and Capital Equity Management Group, Inc. and Real Property Investment Pros Inc. Relative to Granite Lakes Estates" (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Rocklin County on _____, 2024, as Instrument No. 2024-_____.

Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

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.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

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

Assignee hereby assumes all of the rights, title, interest, burdens, and obligations of Developer under the Development Agreement with respect to the Assigned Parcel 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. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

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.

The Notice Address described in Section 25 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

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.

DEVELOPERS:

ASSIGNEE:

CAPITAL EQUITY MANAGEMENT
GROUP, INC., a California corporation

_____,
a _____

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

REAL PROPERTY INVESTMENT PROS
INC., a Nevada corporation

By: _____
Print Name: _____
Title: _____
Date: _____

From: Chad E. Roberts <croberts@hsmlaw.com>
Sent: Friday, July 19, 2024 11:09 AM
To: David Mohlenbrok <David.Mohlenbrok@rocklin.ca.us>; 'ngalexander@comcast.net' <ngalexander@comcast.net>
Cc: 'Andrew' <discovery@gd-ltd.com>
Subject: RE: Receipt of Draft DA

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi David,

Sure thing – I used Highlands Parcel A as the starting point. In case it's useful, here's a blackline comparing the draft for Granite Lake Estates compared to the Highlands Parcel A version dated October 13, 2023.

Thanks,

Chad E. Roberts
2150 River Plaza Drive, Suite 450
Sacramento, CA 95833
T 916.925.6620 C 916.943.5989
hefner-law.com



THE INFORMATION CONTAINED IN THIS ELECTRONIC MESSAGE IS CONFIDENTIAL AND MAY ALSO CONTAIN PRIVILEGED ATTORNEY CLIENT INFORMATION OR WORK PRODUCT. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, ANY USE, DISSEMINATION, OR DISTRIBUTION OF THIS COMMUNICATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS ELECTRONIC MESSAGE IN ERROR, PLEASE NOTIFY US IMMEDIATELY AND DELETE THE MESSAGE. ANY USE, MODIFICATION, OR REPUBLICATION OF THIS COMMUNICATION, INCLUDING ANY ATTACHED FILES, DOCUMENTS, DATA OR OTHER INFORMATION WHICH HAS NOT BEEN EXPRESSLY AUTHORIZED BY US IS PROHIBITED. WE SPECIFICALLY DISCLAIM RESPONSIBILITY FOR ANY UNAUTHORIZED USE OF THIS COMMUNICATION OR ANY ATTACHMENTS TO IT.

From: David Mohlenbrok <David.Mohlenbrok@rocklin.ca.us>
Sent: Friday, July 19, 2024 10:41 AM
To: 'ngalexander@comcast.net' <ngalexander@comcast.net>
Cc: Chad E. Roberts <croberts@hsmlaw.com>; 'Andrew' <discovery@gd-ltd.com>
Subject: RE: Receipt of Draft DA

Hi Nick – I received your e-mail yesterday, although Bennett did not receive because you had his e-mail address incorrect, so I have since forwarded to him.

Chad – can you tell me what DA template you used to start the draft? Was it from a prior City DA?

Thank you, David

THE PROJECT APPLICANT UTILIZED THE HIGHLANDS PARCEL A DEVELOPMENT AGREEMENT (APPROVED JANUARY 2024) AS A TEMPLATE FOR THIS DA. THE STRIKE/ADD VERSION OF THE HIGHLANDS PARCEL A DA IS INCLUDED BELOW, WHICH SHOWS ALL CHANGES TO THAT DOCUMENT FOR THE PROPOSED DA.

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
Attn: City Clerk
Ph: -(916) 625-5588

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF ROCKLIN

AND

~~**ELLIOTT HOMES, INC., AN ARIZONA CORPORATION**~~

CAPITAL EQUITY MANAGEMENT GROUP, INC.

AND

REAL PROPERTY INVESTMENT PROS INC.

RELATIVE TO ~~HIGHLANDS PARCEL A~~

GRANITE LAKES ESTATES

DEVELOPMENT AGREEMENT
RELATIVE TO ~~HIGHLANDS PARCEL A~~ GRANITE LAKES ESTATES

_____This Development Agreement (“Agreement”) is entered into as of this _____ day of _____, 2023~~2024~~, by and between the CITY OF ROCKLIN, a municipal corporation (“City”), and ~~ELLIOTT HOMES, CAPITAL EQUITY MANAGEMENT GROUP, INC., a California INC., an Arizona~~ corporation (~~“and REAL PROPERTY INVESTMENT PROS INC., a Nevada corporation (collectively,~~ “Landowner”). City and Landowner are hereinafter sometimes collectively referred to as the “Parties” and singularly as “Party.”

RECITALS

1. 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 Government Code Section 65864, *et seq.*, which authorizes City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

2. Property. Landowner holds a legal or equitable interest in certain real property located in the City of Rocklin, County of Placer, more particularly described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto (the “Property”). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. Project. Landowner has obtained various approvals from City (described in more detail in Recital 6 below), including approval for a tentative subdivision map for a project known as Highlands Parcel A Granite Lake Estates (the “Project”) to be located on the Property. All conditions of approval of the Project are incorporated into this Agreement as though fully set forth herein. Phase 1 of the Project with 48 single family homes has been built and this Agreement addresses the remaining 65 single-family lots.

4. Public Hearing. On _____, the Planning Commission of City, serving as City’s planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.

5. Environmental Review. On May 10, 2022 in Resolution No. 2022-~~9998~~, the City Council approved the First Addendum to the Vista Oaks and Highlands Parcel A Granite Lake Estates Environmental Impact Report, which was certified on November 14, 2006~~May 28, 2002~~ by Resolution No. 2006-349~~2002-165~~ (State Clearinghouse No. 2003042169~~1998122053~~). The

Environmental Impact Report and First Addendum thereto are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

6. Project Approvals. The following land use approvals which are collectively referred to hereinafter as the “Project Approvals” have been granted for the Property, which entitlements are the subject of this Agreement.

~~6.1. General Plan Amendment (GPA-2006-03) approved by City on November 14, 2006;~~

~~6.2. General Development Plan (PDG-2001-07) and Rezone (Z-2002-02) approved by City on November 14, 2006;~~

~~6.3-6.1. Tentative Subdivision Map (SD-2003-05) and Oak Tree Preservation Plan Permit (TRE-2003-33) for the Project, 2000-02) originally approved on May 28, 2002 via Resolution No. 2002-166 and as modified on June 14, 2022 via Resolution 2022-127 (SD-2000-02A), including all conditions of approval as modified in Resolution 2022-127 on June 14, 2022 attached hereto as Exhibit B approved by the City on November 14, 2006 by City Resolution No. 2006-354 (“Tentative Subdivision Map”);~~

6.2. Oak Tree Preservation Plan Permit (TRE-2000-33) originally approved via Resolution No. 2002-166 approved on May 28, 2002 and as modified in Resolution 2022-127 (TRE-2000-33A) on June 14, 2022;

6.3. The Second Amendment to the General Development Plan (PDG-2000-08B) adopted in Ordinance 1148 on June 14, 2022, which amended the original and First Amendment to the General Development Plan (PDG-2000-33 and PDG-2000-33A) adopted in Ordinance Nos. 855 and 958, respectively;

6.4. The EIR Mitigation Monitoring Program (EIR-2000-01) originally adopted in Resolution No. 2002-165 and as revised in the First Addendum;

6.5. This Development Agreement, as adopted on _____ by City Ordinance No. _____.

7. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, some of which services and facilities will be provided by City to the Project subject to the performance of Landowner’s obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code 66473.7, if applicable.

8. Intent of the Parties; Public Benefit. The Parties desire to enter into this Agreement relating to the Property in conformance with the applicable provisions of state and

local law in order to achieve the development of the Project in accordance with the Project Approvals, City ordinances and resolutions, and the Zoning Code, which together assure the health, safety, and general welfare of City and its existing and future residents. As a condition of approval, the Property, along with the Vista Oaks Subdivision and ~~Granite Lake Estates~~Highlands Parcel A projects, were conditioned to obtain rights of way and construct Monument Springs Drive, including the bridge, from China Garden Road to the Property (“Monument Springs Connection”). For numerous reasons, including the economic downturn in 2010, the Property has not yet fully developed, and construction of the Monument Springs Connection has been delayed. On June 22, 2021, City committed to ensure that the Monument Springs bridge is completed and allocated significant sums for this improvement that would be reimbursed, in part, through special tax assessments on the lots in the Property and properties in the Vista Oaks Subdivision and ~~Granite Lake Estates~~Highlands Parcel A. Extension of the Project Approvals through this Agreement will facilitate completion of the Monument Springs Connection and thereby provide a public benefit and enable City to be reimbursed for the share of costs for the Monument Springs bridge attributable to the Property. City has determined that development of the Property in accordance with the Project Approvals, including this Agreement and ultimate construction of the Monument Springs Connection, provides clear public benefits that will accrue to the public and that may not otherwise be obtained to the same extent through applicable development approval processes.

9. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as may be required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services as may be required herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner’s contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the extension of the Project Approvals as provided by this Agreement and that, but for City’s covenant to provide certain facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City’s vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner’s agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

10. Development Agreement Ordinance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth Chapter 17.92 of the City Zoning Code, establishing procedures for consideration of Development Agreements.

11. Consistency with General and Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in City Ordinance No. , City found that this Agreement satisfies the Government Code Section 65867.5 requirement of general plan and specific plan consistency.

—NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

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

2. Relationship of City and Landowner. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that Landowner is not an agent of City. City and Landowner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Landowner joint venturers or partners.

3. Effective Date and Term.

3.1. Effective Date. The effective date of this Agreement (“Effective Date”) is [REDACTED], which is the effective date of City Ordinance No. [REDACTED], adopting this Agreement.

3.2. Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of ten (10) years, unless said term is terminated, modified, or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

3.3. Term of Project Approvals. Pursuant to California Government Code Section 66452.6(a), the Project Approvals, including but not limited to the term of the Tentative Subdivision Map, shall automatically be extended for the term of this Agreement.

3.4. Automatic Termination Upon Completion and Sale of Residential Lot. 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 Project Approvals for residential use, upon completion of construction and issuance by City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall

confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

4. Use of Property.

4.1. Right to Develop. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of the Project Approvals, including this Agreement and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as stated in Section 4.3, that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

4.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, the location, design, and maintenance of on-site and off-site improvements, location of public utilities, and other terms and conditions of development applicable to the Property, shall be those set forth in the Project Approvals, including this Agreement and any amendments to this Agreement or the Project Approvals as shall, from time to time, be approved. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit C-1 and Exhibit C-2.

4.3. Moratorium, Quotas, Restrictions, or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances, and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density, and intensity of uses as set forth in the Project Approvals; provided however, Landowner shall be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, City-wide or area-wide basis, and directly concerns a public health or safety issue, in which case City shall treat Landowner in a uniform, equitable, and proportionate manner with all properties, public and private, which are impacted by that public health or safety issue.

5. Applicable Rules, Regulations, Fees, and Official Policies.

5.1. Rules Regarding Permitted Uses. Except as provided in this Agreement, City’s ordinances, resolutions, rules, regulations, and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of the Project Approvals. Except as provided in Section 6.2, this Agreement does not vest Landowner’s rights regarding the payment of any development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges, or any other fee or charge imposed by City. All fees and charges applied on a City-wide basis to all substantially similar types of development projects and properties shall be paid at the rate in effect at the time such fees are customarily due, unless otherwise provided for in this Agreement.

5.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all ordinances, resolutions, rules, regulations, and official policies governing design, improvement, and construction standards and specifications applicable to the Project and to public improvements to be constructed by the Landowner shall be those in force and effect at the time the applicable plan or permit approval was granted, if granted prior to the Effective Date of this Agreement, those in force and effect at the time of permit application.

5.3. Changes in State or Federal Law. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans, or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations.

5.4. Reservation of Authority. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Property, which are collectively referred to in this Agreement as “City Law”:

(A) ~~(A)~~—Existing or new fees and charges of every kind and nature lawfully imposed by City to cover the actual costs to City of processing applications for Project Approvals or for monitoring compliance with any Project Approvals or subsequent approvals granted or issued, as such fees and charges are adjusted from time to time.

(B) ~~(B)~~—Existing or new regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure, provided such procedures are adopted by the City Council and applied on a City-wide basis to all substantially similar types of development projects and properties.

(C) ~~(C)~~—Existing or new regulations governing construction standards and specifications including City’s building code, plumbing code,

mechanical code, electrical code, fire code, and grading code, and all other uniform construction codes then applicable in the City and adopted by the City Council at the time of permit application.

~~(D)~~ ~~_____~~ ~~(D)~~—New City ordinances, rules, regulations, or policies which may be in conflict with this Agreement or the Project Approvals but which are reasonably necessary to protect the public health or safety, provided such new City ordinances, rules, regulations, or policies are adopted by the City Council and applied on a City-wide basis to all substantially similar types of development projects and properties.

~~(E)~~ ~~_____~~ ~~(E)~~—Any other existing or new City ordinances, rules, regulations, or policies applicable to the Property, ~~which that are adopted by the City Council and~~ do not conflict with this Agreement or the Project Approvals.

6. Subsequently Enacted Fees, Dedications, Assessments, and Taxes.

6.1. Processing Fees and Charges. Landowner shall pay those processing, inspection, and plan check fees and charges required by City under then current regulations for processing applications and requests for 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 Landowner hereunder, provided such fees and charges are applied on a City-wide basis to all substantially similar types of development projects and properties.

6.2. Development Impact Fees, Exactions, and Dedications. Landowner shall pay all development impact fees, connection fees, mitigation fees, and other exactions, and provide all dedications of land, required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together “Exactions”) authorized by City after the Effective Date so long as said Exactions otherwise comply with applicable law, including but not withstanding, Government Code Section 66000 *et seq.*, and are (1) required on a City-wide basis or (2) apply uniformly to all properties within the City that are zoned consistent with the Project Approvals. Except as otherwise provided in this Agreement, Exactions required by City to be paid by the Landowner that do not meet either of the preceding criteria, shall be the only Exactions authorized as of the Effective Date.

7. Community Facilities District.

7.7.1. Formation. Landowner shall take all steps necessary to ~~annex~~include the Property into an improvement area of within CMFA Community Facilities District No. 2022-122-4 (City of Rocklin – Monument Springs) ~~no later than eighteen (18) months from prior to~~

recording of the Effective Date first small lot final map for the Property. The special tax rate established shall be no less than the rate applicable to the existing improvement area for the Vista Oaks Subdivision at the time of annexation. Notwithstanding the foregoing, in the event Landowner desires for the Monument Springs Bridge to be the only authorized facility within the improvement area to which the Property is annexed, the special tax rate shall be a lesser amount than provided in the preceding sentence. Unless otherwise agreed to by the Parties in writing, each in their sole discretion, the City shall not ~~be authorized to authorize or permit the~~ levy of any special tax with respect to a parcel within the Project prior to the issuance of a building permit for such parcel.

8.7.2. Community Facilities District Bond Proceeds. Proceeds of bonds issued for, and/or special taxes collected from, the improvement area established in Section 7.1 shall first be used to reimburse the City for bridge costs, including soft cost, as contemplated by Recital 8 herein.

~~9. Bike/Pedestrian Trail Construction. Concurrently with completion of the first phase of development in either the Vista Oaks property or the Project (the "Projects"), Landowner shall coordinate with the Vista Oaks property landowner ("Vista Oaks Landowner") to construct the bicycle / pedestrian trail on the east side of Secret Ravine Creek through both of the Projects (from the Roseville City limit to the existing trail ending in the Granite Lake Estates subdivision) as indicated in the attached Exhibit D ("Trail"). Landowner shall provide an easement, the length and width of the Trail that lies within the Property, to City ("City Easement") to allow for public access and maintenance until such time as the Project is developed. In the event Vista Oaks Landowner is prepared to complete the first phase of development in the Vista Oaks property before Landowner completes the first phase of development in the Project, Landowner shall: (i) upon request by Vista Oaks Landowner, enter into a commercially reasonable right of entry, license, temporary construction easement, and/or other form of agreement granting Vista Oaks Landowner the right to enter upon the Property in commercially reasonable locations to construct the Trail; (ii) upon request by Vista Oaks Landowner, enter into a commercially reasonable cost sharing / reimbursement agreement to fairly allocate the costs of construction of the Trail based upon the lineal feet within the Property and the Vista Oaks property, including hard and soft costs; and (iii) grant the City Easement concurrently with completion of the first phase of development in the Vista Oaks property.~~

8. Timing of Extension of Monument Spring Drive and Construction of Monument Springs Bridge. The extension of Monument Spring Drive and construction of Monument Springs Bridge shall be substantially completed prior to issuance the 49th certificate of occupancy. Notwithstanding Project Approvals requiring the extension of Monument Spring Drive and construction of Monument Springs Bridge before the 49th building permit, the Parties agree that extension of Monument Spring Drive and construction of Monument Springs Bridge shall not be required prior to issuance of any remaining building permits.

10.9. Amendment or Cancellation.

9.1. Modification Because of Conflict with State or Federal Laws. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps, or permits approved by City, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such Federal or State law or regulation. Any such amendment or suspension of the Agreement shall be approved by the City Council in accordance with City Codes and this Agreement.

9.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures of State law and City Codes and regulations.

9.3. Amendment of Project Approvals. Any amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

9.4. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the written mutual consent of the Parties or their successors in interest, in accordance with the provisions of City Codes. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

9.10. Periodic Review.

10.1. Review Date. The annual review date for this Agreement shall be approximately the anniversary date of the Effective Date and follow the procedures set forth in Sections 17.92.180 to 17.92.190 of the City Zoning Code.

10.2. Initiation of Review. The City Manager shall initiate the annual review by giving to Landowner written notice that City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the City Manager to demonstrate good faith compliance with the Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner.

10.3. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports, and related exhibits, concerning contract performance at least three (3) days prior to any annual review. Such materials shall also be emailed to Landowner at the email address provided in Section 25 at least three (3) days prior to any annual review.

10.4. Costs. Costs reasonably incurred by City in connection with the annual review shall be paid by Landowner in accordance with City’s schedule of fees and billing rates in effect at the time of review.

10.5. Non-compliance with Agreement; Hearings. If the City Manager, or his/her designee, finds that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City Manager, or his/her designee, may refer the Agreement to the Planning Commission for review. Such referral shall be made by the City Manager or his/her designee, together with a staff report of the City Manager or his/her designee’s findings. Upon such referral, the Planning Commission shall conduct a noticed public hearing to determine the good faith compliance by the applicantLandowner with the terms of the Agreement and shall direct the issuance of a certificate of compliance upon a finding of good faith compliance, or make a determination of non-compliance on the basis of substantial evidence. A decision by the Planning Commission to issue a certificate of compliance shall be subject to appeal to the City Council in the manner set forth in Section 4(f) of City Resolution [REDACTED]. A determination of non-compliance by the Planning Commission, however, shall automatically be deemed appealed and reviewed de novo by the City Council. If the City Council finds, based on substantial evidence, that the applicant is not in compliance with the terms of the Agreement, it may either cancel the Agreement upon giving sixty (60) days notice to the applicant, or allow the Development Agreement to be continued by imposition of new terms and conditions intended to remedy such non-compliance. The City Council may impose such conditions as it deems necessary to protect the interests of City. The decision of the City Council shall be final.

11. Default. Subject to any applicable extension of time, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party shall constitute an event of default (“Event of Default”). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the “Complaining Party,” and the Party alleged to be in default shall be referred to as the “Party in Default.” A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 11.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

~~10.1.11.1.~~ Procedure Regarding Defaults.

11.1.1. —Notice of Default.

~~11.1.1.~~ If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default.

11.1.2. Cure. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot

practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (1) the cure is commenced at the earliest practicable date following receipt of the notice; (2) the cure is diligently prosecuted to completion at all times thereafter; (3) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other Party that the cure cannot practicably be completed within such thirty (30) day period; and (4) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

11.1.3. Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

11.1.4. —Legal Proceedings. Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

11.1.5. —Effect of Termination. If this Agreement is terminated following any Event of Default of Landowner 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 City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by City 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.

12. Estoppel Certificate. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that: (1) this Agreement is in full force and effect and a binding obligation of the Parties; (2) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (3) to the knowledge of the certifying Party 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 and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt

thereof, or such longer period as may reasonably be agreed to by the Parties in writing. City Manager of City shall be authorized to execute any certificate requested by Landowner. Should the Party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

12.13. Mortgagee Protection; Certain Rights of Cure.

13.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage (“Mortgage”). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee (“Mortgagee”) who acquires title to the Property, or any portion thereof, by foreclosure, trustee’s sale, deed in lieu of foreclosure, or otherwise.

13.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 13.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

13.3. Notice of Default to Mortgagee and Extension of Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in the City’s notice. City, through its City Manager, may extend the cure period provided in Section 11.1.2 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

14. 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.

15. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement. 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.

17. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the Parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding.

18. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner 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 Landowner and assumption by the assignee of such assignment in substantially the form attached hereto as Exhibit E and the conveyance of Landowner's interest in the Property related thereto, Landowner shall 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 "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of City Manager on behalf of City and the final form of such assignment shall be subject to the approval of City Attorney, neither of which shall be unreasonably withheld.

19. Agreement Runs with the Land. Except as otherwise provided for in this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (1) is for the

benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each Party and its property hereunder and each other person succeeding to an interest in such properties.

20. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

21. Indemnification. Landowner agrees to indemnify, defend, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs), and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond).

21-22. Insurance.

22.1. Public Liability and Property Damage Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than one million (\$1,000,000) dollars and a deductible of not more than ten thousand (\$10,000.00) dollars per claim. The policy so maintained by Landowner shall name City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

22.2. Workers' Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify City for any damage resulting from Landowner's failure to maintain any such insurance.

22.3. Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 22.1 and 22.2 and evidence that the carrier is required to give City at least fifteen (15) days prior written notice of the cancellation or

reduction in coverage of a policy. The insurance shall extend to City, its elective and appointive boards, commissions, officers, agents, employees, and representatives and to Landowner performing work on the Project.

23. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded, or hindered by an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military, or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of, and which could not have been reasonably anticipated by, the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

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

25. 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, with a courtesy copy via email.

_____ Notice required to be given to City shall be addressed as follows:

_____ CITY OF ROCKLIN
_____ City Manager
_____ 3970 Rocklin Road
Rocklin, CA 95677

_____ Email:

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

ELLIOTT HOMES, INC.
CAPITAL EQUITY MANAGEMENT GROUP, INC.
Attn: Price Walker _____
340 Palladio Parkway, Suite 521
Folsom CA 95630-8775

Email: [REDACTED]

REAL PROPERTY INVESTMENT PROS INC.

Attn: [REDACTED]

Email: [REDACTED]

Email: p.walker@elliotthomes.com

Either Party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address.

26. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 3.4 (Automatic Termination Upon Completion and Sale of Residential Lot), City shall cause this Agreement, any amendment hereto, and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of [REDACTED] pages and ~~7 Exhibits~~ six (6) exhibits, which constitute the entire understanding and agreement of the Parties.

27. Further Assurances. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

28. City Cooperation. City agrees to cooperate with Landowner in securing all permits which may be required by City. City additionally agrees to cooperate with Landowner with respect to formation and implementation of community facilities districts if requested by Landowner. In the event State or Federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps, or permits approved by City, the Parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each Party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

_____ IN WITNESS WHEREOF, the City of Rocklin, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the City Council of the City on the _____, and Landowner has caused this Agreement to be executed.

“CITY”

“LANDOWNER”

CITY OF ROCKLIN,
a municipal corporation

ELLIOTT HOMESCAPITAL EQUITY
MANAGEMENT GROUP, INC.,
an Arizona California corporation

By: _____

By: _____

Name: _____

Its: _____

Its: Mayor

Date: _____

Date: _____

REAL PROPERTY INVESTMENT PROS
INC., a Nevada corporation

ATTEST:

By: _____

Its: _____

Date: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

Date: _____

EXHIBIT LIST

- Exhibit A-1: — Legal Description of the Property
- Exhibit A-2: — Diagram of the Property
- Exhibit B: Tentative Subdivision Map
- Exhibit C-1: — Land Use Map for the Property
- Exhibit C-2: — Land Use Table
- Exhibit D: ~~Bike/Pedestrian Trail Map~~ Intentionally Deleted
- Exhibit E: Form of Assignment

|

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of Placer, City of Rocklin, and is described as follows:

EXHIBIT A-2

DIAGRAM OF THE PROPERTY

EXHIBIT B

TENTATIVE SUBDIVISION MAP

EXHIBIT C-1

LAND USE MAP FOR THE PROPERTY

EXHIBIT C-2
LAND USE TABLE

EXHIBIT D

~~BIKE/PEDESTRIAN TRAIL MAP~~

[INTENTIONALLY DELETED]

EXHIBIT E

FORM OF ASSIGNMENT

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rocklin

Attn: City Clerk

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO HIGHLANDS PARCEL A

_____ THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter,
the
"Agreement") is entered into this _____ day of _____, 20____, by and between
_____, a _____ (hereinafter "Developer"), and
_____, a _____ (hereinafter "Assignee").

RECITALS

On _____, ~~2023~~2024, the City of Rocklin and Developer entered into that certain agreement entitled "Development Agreement By and Between the City of Rocklin and ~~Elliott Homes~~Capital Equity Management Group, Inc., ~~an Arizona corporation,~~ and Real Property Investment Pros Inc. Relative to ~~Highlands Parcel A~~Granite Lakes Estates" (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Rocklin County on _____, ~~2023~~2024, as Instrument No. ~~2023~~2024-_____.

Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein by this reference (hereinafter the “Assigned Parcel”).

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.

ASSIGNMENT AND ASSUMPTION

_____NOW, THEREFORE, Developer and Assignee hereby agree as follows:

Developer hereby assigns, effective as of Developer’s conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens, and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens, and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer.

Assignee hereby assumes all of the rights, title, interest, burdens, and obligations of Developer under the Development Agreement with respect to the Assigned Parcel 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. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the “Developer” under the Development Agreement with respect to the Assigned Parcel.

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.

The Notice Address described in Section 1825 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

|

|

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

~~DEVELOPER:~~

ASSIGNEE:

~~ELLIOTT HOMES DEVELOPERS:~~

_____,
a _____

CAPITAL EQUITY MANAGEMENT
GROUP, INC.,
an ~~Arizona~~ California corporation

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

REAL PROPERTY INVESTMENT PROS
INC., a Nevada corporation

By: _____
Print Name: _____
Title: _____
Date: _____