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**THE VILLAGE AT LOOMIS DEVELOPMENT AGREEMENT
BETWEEN THE
TOWN OF LOOMIS
AND
THE VILLAGE AT LOOMIS, LLC**

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THE VILLAGE AT LOOMIS DEVELOPMENT AGREEMENT

This The Village at Loomis Development Agreement (this "Agreement") is entered between the Town of Loomis, a municipal corporation ("Town") and The Village at Loomis, LLC, a California limited liability company ("Developer"). Town and Developer are hereinafter 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. (the "Development Agreement Statute"), which authorizes the Town 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. Public Hearing. The Planning Commission of the Town of Loomis, serving as the Town'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 Town Council by Resolution [REDACTED].

3. Environmental Review. The Town Council certified as adequate and complete, the Environmental Impact Report ("EIR") for the Project in Resolution [REDACTED]. Mitigation measures were identified in the EIR. The Town Council has adopted Mitigation Measures, as reflected in the CEQA findings of fact adopted by the Council, and in the Town's Mitigation Monitoring and Reporting Program. The Mitigation Measures adopted by the Town are incorporated into the Project and, in part, into the terms and conditions of this Agreement, as reflected by the CEQA findings of fact adopted by the Town Council concurrently with this Agreement.

4. 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 the Town to the Project, subject to the performance of Developer's obligations hereunder.

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

6. Public Benefits. Development of the Project will result in significant public benefits, as more fully described hereinafter, including, without limitation:

6.1. Implementation of many of the development goals set forth in the Town of Loomis General Plan;

6.2. The provision of additional residential opportunities within the Town of Loomis;

6.3. The provision of services within walking distance to development, as well as opportunities for employment;

6.4. The provision of a mixed-use development that is a logical extension of adjacent downtown uses;

6.5. The furtherance of the goals and objectives of the Town's Housing Element.

7. Developer Assurances. In exchange for the benefits to the Town in the preceding Recitals, together with the other public benefits that will result from the development of the Property, Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with the Project Approvals, and therefore, desires to enter into this Agreement.

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

NOW, THEREFORE, in consideration of the above Recitals and mutual promises, conditions and covenants of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

1 Definitions. In this Agreement, unless the context otherwise requires, terms have the following meaning. Capitalized terms within the Exhibits not defined below have the meaning set out in the Exhibits.

1.1 "Adopting Ordinance" means Ordinance Number ____ adopted by the Town Council on _____, 201_, which approves this Development Agreement as required by the Development Agreement Law.

1.2 "Agreement" means this Development Agreement, inclusive of all Exhibits attached hereto.

1.3 "CEQA" means the California Environmental Quality Act, as set forth at California Public Resources Code, Division 13, commencing at Section 21000 and the CEQA Guidelines as set forth in Title 14 of the California Code of Regulations commencing at

Section 15000.

- 1.4 "CFD" means a Community Facilities District formed pursuant to the Mello Roos Community Facilities Act of 1982 (Government Code § 53311 et seq.).
- 1.5 "Town" means the Town of Loomis, including its agents, officers, employees, representatives and elected and appointed officials.
- 1.6 "Town Manager" means the Town Manager of the Town of Loomis, or his or her designee.
- 1.7 "Collective Standards" means: (i) the provisions of this Development Agreement; (ii) the Project Approvals; (iii) land use entitlements and approvals to the Project and the Property that may be granted following the Effective Date; and (iv) Existing Land Use Regulations, except to the extent that they are collectively or individually subject to Reserved Powers.
- 1.8 "Development Agreement Law" means Government Code section 65864 et seq.
- 1.9 "Effective Date" means that day on which the Adopting Ordinance shall be effective. The Adopting Ordinance shall be effective thirty (30) days after its adoption by the Town Council. Litigation filed to challenge the Adopting Ordinance or this Agreement shall not affect the Effective Date, absent a court order or judgment overturning or setting aside the Adopting Ordinance, or staying the Effective Date, or remanding the Adopting Ordinance to the Town. Notwithstanding the foregoing, this Agreement shall not become effective until fully executed.
- 1.10 "EIR" means the Draft and Final Environmental Impact Report for the "The Village at Loomis," including the Mitigation Measures and Mitigation Monitoring and Reporting Plan (State Clearinghouse No. 2007112072).
- 1.11 "Existing Fee Schedule" means the fees shown on Exhibit F that are in effect as of the Effective Date.
- 1.12 "Existing Land Use Regulations" means the ordinances, resolutions and regulations applicable to the Project, to the extent they govern the permitted uses of land, and the density and intensity of land use, as set forth in the following plans and ordinances as they exist on the Effective Date:
- 1.12.1 The Loomis General Plan;
 - 1.12.2 The Loomis Zoning Code.
- 1.13 "Fee" means all charges, expenses, costs, monetary exactions and any other monetary obligations imposed on Developer by the Town, other than assessments or regular or special taxes, and shall not be limited to fees paid pursuant to this Agreement. (The term "fee" need not be capitalized in this Agreement.)
- 1.14 "General Plan" means the General Plan of the Town including the text and maps,

as approved by the Town in 2001, plus any other General Plan amendments approved by the Town on or before the Effective Date.

- 1.15 "Infrastructure" means the basic facilities, services, and installations needed for the functioning of the Public Improvements and parks. (The term "infrastructure" need not be capitalized in this Agreement.)
- 1.16 "Developer" means The Village at Loomis, LLC, a California limited liability company, together with any successors in interest approved by the Town pursuant to this Agreement.
- 1.17 "Law" means the case law, ordinances, statutes, rules, regulations, or any order, decree or directive of any court or any local, regional, state or federal government agency, unless the context suggests a different meaning.
- 1.18 "Mitigation Measures" means the mitigation measures recommended in the EIR as modified or adopted by the Town Council.
- 1.19 "Mitigation Monitoring and Reporting Program" or "MMRP" means the program for implementation of the Mitigation Measures, identified in the EIR, and adopted by the Town Council.
- 1.20 "Non-Project Specific" means rules, regulations, or laws adopted by the Town that, while not applicable Town-wide, apply uniformly to all properties that are similarly situated, whether by geographic location or other distinguishing circumstances.
- 1.21 "Planning Commission" means the Town of Loomis Planning Commission.
- 1.22 "Project" means the physical development of the Property as described in the project description in the EIR, and as supplemented by the provisions of this Agreement. The Project consists of the development of 418 dwelling units (including 294 single-family residential units, 117 high density multi-family units, and 7 multi-family units within the mixed-use area), approximately 25,000 square feet of professional office uses, approximately 5,000 square feet of commercial uses within the mixed-use area, parks, trails, open space and public infrastructure improvements. The EIR also analyzes the impacts of an additional 44,000 square feet of commercial uses within Land Use Phase A-3 (see Exhibit D), but this area is not within the Property and therefore neither receives the benefits nor is subject to the obligations set forth in this Agreement.
- 1.23 Project Approvals
- 1.23.1 Certification of The Village at Loomis (Village) Environmental Impact Report, adopting the Statement of Overriding Considerations, Findings of Facts, and adopting the Mitigation Monitoring and Reporting Plan approved by Resolution No._____.
- 1.23.2 Amendments to the General Plan Land Use Diagram and Text within the Village project site approved by Resolution No._____.

- 1.23.3 Amendment to the Town Zoning Map to Rezone the *Village* project site to the Planned Development (PD) Zone District (approved by Ordinance No. _____) which includes:
- a. The Preliminary Development Plan (PDP) for the 66.5± acre site described in the EIR; and
 - b. The Village Development Standards.
- 1.23.4 Approval of the Specific Development Plans (SDP) for Village Plan Areas 1, 2, and 3 by Resolution No. _____.
- 1.23.5 Approval of The *Village Design Guidelines* by Resolution No. _____.
- 1.23.6 Adoption of The *Village Tentative Subdivision Map* by Resolution No. _____.
- 1.23.7 Adoption of the *Development Agreement for The Village at Loomis* by Ordinance No. _____.
- 1.24 "Property" means that certain real property owned or controlled by Developer and consisting of approximately 61 acres, as described on Exhibit A and depicted on Exhibit B. The Property does not include Land Use Phase A-3, as described and depicted on Exhibit D.
- 1.25 "Public Improvement" means any on-site or off-site conveyance, grant or dedication of property or property rights, non-monetary exaction, construction and/or installation of a work of public improvement, street, facility, utility, park or recreational amenity which is to be transferred to the Town, or any other contribution of property (other than fees), imposed on Developer by the Town.
- 1.26 "Public Works and Planning Director" or "Director" means the Public Works and Planning Director of the Town of Loomis, or his or her designee.
- 1.27 "Reserved Powers" means those powers explicitly reserved to the Town by this Agreement pursuant to Section 5.2 of this Agreement.
- 1.28 "Successor" or "Successor in Interest" means any subsequent owner that acquires all or any portion of the Property. This term shall not include private parties that acquire recorded residential lots that have been developed with residential dwellings within the Property. This term shall also mean any assignee under the form of assignment attached hereto as Exhibit H (i.e., any recognized successor in interest under this Agreement), and any subsequent assignee.
- 1.29 "Statewide Community Infrastructure Program (SCIP): means a lien imposed on a parcel of land pursuant to the Municipal Improvement Act of 1913, and administered by the California Statewide Communities Development Authority (CSCDA), a joint powers authority.
- 1.30 "Vested Fee Period" means the term during which the Project shall be vested in the Existing Fee Schedule (Exhibit F), adjusted for inflation, as more specifically described

in Section 7.3.4 of this Agreement.

- 1.31 "Vested Right" means the right to proceed with the development of the Project in accordance with the terms of the Collective Standards, which Collective Standards may not be amended, modified or changed by the Town except as provided by this Agreement. (The term "vested right" need not be capitalized in this Agreement.)

TERMS AND CONDITIONS

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

2. Relationship of Town and Developer. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by Town and Developer and that Developer is not an agent of Town. The Town and Developer 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 the Town and Developer joint venturers or partners.

3. Representations, Warranties and Acknowledgments.

3.1 Title to Property. Developer represents and warrants that as of the Effective Date, Developer holds a legal and/or equitable interest in and to the Property and that all persons holding legal or equitable interest in the Property shall be bound by the Agreement.

3.2 Authority. The Parties represent and warrant that the persons signing this Agreement are duly authorized to enter into and execute this Agreement on behalf of their respective principals.

3.3 Brokers. The Parties represent and warrant that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Agreement, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Agreement. In the event any real estate broker or agent shall come forward and claim the right to a commission or other form of compensation in connection with this Agreement, Developer shall indemnify, defend and hold harmless the Town in accordance with Section 16.

3.4 Procedures and Requirements. The Parties acknowledge that this Agreement is subject to the procedures for approval, amendment and administration set forth in the Development Agreement Law.

4. Effective Date and Term.

4.1 Effective Date. The effective date of this Agreement means the date defined at Section 1.9 of the Definitions.

4.2 Term. The term of this Agreement shall commence on the Effective Date and extend for an initial period of ten (10) years thereafter, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Developer shall have the right to an extension of the term for a period not to exceed five (5) years, upon written notice to the Town prior to the expiration of the term provided that the Developer is not then in default of the

Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect.

4.3 Automatic Termination upon Completion and Sale of Individual Lots. Except as provided herein, this Agreement shall automatically be terminated, without any further action by either party or need to execute or record any additional document, with respect to any improved commercial or residential lot within a parcel designated by the Project Approvals for such use, upon issuance by the Town of a final certificate of occupancy or its equivalent for a commercial structure or dwelling unit upon such lot and conveyance of such lot by Developer to a bona-fide, good-faith individual purchaser. In connection with its issuance of a final inspection for any residential lot, the Town shall confirm that all Improvements which are required to serve the lot have been dedicated to and accepted by the Town, and all applicable fees have been paid by Developer. Termination of this Agreement as to any such residential lot shall not in any way be construed to terminate or modify any applicable assessment district, special tax lien, fee credit, or right of reimbursement with respect to such lot. Termination of this Agreement as to any such lot shall extend solely to that lot and shall not extend to other parcels or property encompassed by this Agreement.

4.4 Termination by Mutual Consent. This Agreement may be terminated in whole or in part by the mutual written consent of all the Parties. Any fees paid or Improvements dedicated to the Town prior to the date of termination shall be retained by the Town.

4.5 Effect of Termination. This Agreement was entered into by the Parties for the limited purpose of setting forth certain terms and conditions concerning the proposed development of the Project in a manner that is consistent with the Collective Standards. Accordingly, nothing contained herein is intended or shall be construed to grant to Developer any rights in connection with the future development of the Property, except for those rights set forth in the Collective Standards and in this Agreement.

4.6 Litigation. In the event of any legal action instituted by a third party challenging the validity of any portion of this Agreement or the Project Approvals, including the proceedings taken for approval (including the requirements of the California Environmental Quality Act), or any other act undertaken by the parties hereto in furtherance of this Agreement or its terms, the Parties agree to cooperate in the defense of the action. Developer shall bear its own costs of defense as a real party in interest in any such action, and Developer shall reimburse Town for all court costs and attorneys' fees expended by Town in defense of any such action or other proceeding, provided that Town reasonably cooperates with Developer in the defense of such action. In the event Town determines to defend the action itself, Developer shall be entitled, subject to court approval, to join in or intervene in the action on its own behalf, or to advocate in favor of the validity of this Agreement or the Project Approvals. In the event Town determines to tender the defense of the action to Developer, Developer shall defend the action on their behalf and on behalf of the Town, and shall bear all attorneys' fees and costs associated with such defense from and after the date of the tender. Town, however, may at any time elect to assume representation of itself. The filing of such third party legal action shall not delay or stop the development of the Property pursuant to this Agreement, unless the third party obtains a court order preventing the activity or unless Developer elects not to develop. The Town shall not stipulate to the issuance of such order without first obtaining consent from Developer, which may be withheld in Developer's absolute discretion. If any such injunction or temporary restraining order is issued, the term of this Agreement and the Project Approvals shall automatically be extended for a period equal to the duration of such injunction and temporary restraining order, or a period of eighteen (18) months, whichever is less.

4.7 Continuing Obligations. The Parties recognize and agree that this Agreement imposes certain continuing obligations and responsibilities on the Town and Developer. Termination of this Agreement, whether by default as provided in Section 15 or by expiration of its own accord, shall not: (1) affect any pre-existing liability under this Agreement owed by one Party to the other, which remains unsatisfied as of the date of termination; (2) affect those provisions of this Agreement which provide that they shall survive the termination of this Agreement, including, but not limited to Developer's obligations to comply with the Village Design Guidelines or Mitigation Measures; (3) be construed to terminate or modify an applicable covenant, condition, servitude or restriction that runs with the land and binds Successors; (4) affect the validity of any structure on the Property or Improvement which is completed as of the date of termination and is in compliance with all necessary permits; or (5) prevent Developer from completing any structure on the Property or Improvement under construction at the time of termination, provided that any such structure or Improvement is completed in accordance with all necessary permits.

5. Project Approvals and Vested Rights.

5.1 Project Approvals. Upon the Effective Date, Developer shall acquire a vested right to develop the Property in accordance with the Project Approvals. If Developer applies to the Town Council to amend the Project Approvals, and the Town Council approves the requested amendments, then Developer shall acquire a vested right to such amendments to the Project Approvals as of the date of approval of the amendments by the Town Council; provided, however, that Developer shall not, by virtue of this Agreement, acquire a vested right to any amended Project Approval approved after the expiration of the term of this Agreement. Developer shall have the right to develop the Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of Developer's subjective business judgment, subject only to any timing or phasing requirements set forth in the Project Approvals.

5.2 Reserved Powers Relating to Project Entitlements and Approvals. Notwithstanding any other provision of this Development Agreement to the contrary, the Town retains the following reserved powers and retains the authority to take the following actions:

5.2.1. Grant or deny applications for land use entitlements and approvals for the Project and the Property, consistent with this Agreement;

5.2.2. Approve, Disapprove or revise subdivision maps, parcel maps or lot line adjustments for the Project and the Property, consistent with this Agreement;

5.2.3. Apply, or adopt and apply, design and construction requirements for specific public improvements to serve the Project on the Property, except to the extent that such requirements are a part of the Collective Standards or expressly set forth in this Development Agreement;

5.2.4. Adopt and apply Town-wide or Non-Project Specific property transfer and/or excise taxes;

5.2.5. Adopt and apply Town-wide or Non-Project Specific permit processing fees;

5.2.6. Adopt and apply regulations to protect the Town and its citizens from immediate risks to health and safety. The Developer hereby agrees that any regulation with

respect to flood protection adopted in response to Federal or State guidelines, regulations, or directives shall be deemed necessary to protect the public health and safety;

5.2.7. Adopt or increase fees, charges, assessments or special taxes otherwise authorized by and in compliance with State law (e.g. Gov. Code section 66000 et seq.), except to the extent prohibited by this Development Agreement;

5.2.8. Adopt and apply Town-wide or Non-Project Specific regulations relating to the temporary use of land, the control of traffic, the regulation of sewers, water, and similar subjects, and the abatement of public nuisances;

5.2.9. Adopt and apply engineering design standards and construction specifications, if required as a result of changes to federal or state law following the Effective Date or changes consistent with local industry standards;

5.2.10. Adopt and apply Town-wide or Non-Project Specific building and fire construction standards if required as a result of changes to federal or state law following the Effective Date or changes consistent with local industry standards;

5.2.11. Adopt or undertake enforcement of land use regulation ordinances, policies, programs, or resolutions in order to comply with Federal or State laws, provided that in the event that such Federal or State laws, plans, programs or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provision or provisions shall be modified or suspended solely as may be necessary to comply with such Federal or State laws or regulations;

5.2.12. Adopt land use regulations, ordinances, policies, programs or resolutions that are not in conflict with, or that are less restrictive than, the terms and conditions for development of the Project on the Property established by this Development Agreement or otherwise applicable Collective Standards and which do not impose additional burdens on such development other than those that are merely procedural in nature;

5.2.13. Adopt land use regulations, ordinances, policies, programs, resolutions or fees that are in conflict with the Collective Standards, but which are either expressly made not applicable to the Property or are consented to in writing by the Developer either through amendment of this Development Agreement or by separate document.

The foregoing Reserved Powers may be exercised by the Town acting through its elected or appointed officials or its employees (subject to any appeal rights set forth in the Municipal Code), or directly by the electors through the initiative process.

5.3 Meet and Confer. If Developer believes that the Town is taking action to impair a vested right conferred by this Agreement, other than as allowed in this Agreement, Developer shall provide to Town written notice, describing the basis for Developer's position. The Parties shall meet and confer within thirty (30) days thereafter in an attempt to arrive at a mutually acceptable solution.

5.4 Further Reviews. Developer acknowledges that the Collective Standards contemplate further reviews of elements of portions of the Project by the Town. These reviews include, but are not limited to, monitoring and implementation of environmental mitigation measures. Nothing in this Agreement shall be deemed to limit or expand the legal authority of

Town with respect to such reviews, as provided for by, and which are otherwise consistent with, this Agreement.

5.5 Referendum. Developer acknowledges that the Adopting Ordinance, the General Plan Amendment, and the Zoning Amendments, as legislative land use approvals, are potentially subject to referendum. Notwithstanding anything in this Agreement to the contrary, Developer shall not acquire a vested right to any legislative land use approval (or to any amendment thereto): (1) while such approval or amendment is still potentially subject to referendum or (2) in the event that such approval or amendment is reversed by referendum.

6. Subdivision Maps.

6.1 Term of Tentative Subdivision Maps. As permitted under Government Code section 66452.6(a), the term or "life" of any tentative map for the Project shall be extended to be concurrent with the Term of this Agreement. Early Termination of this Agreement, for any reason, shall also terminate tentative maps for the Project, unless such tentative maps, or any of them, have been vested through actions or expenditures of the Developer under the provisions of California law, including the Subdivision Map Act, as of the date of termination of this Agreement.

6.2 Vesting Tentative Maps. Developer reserves the right to file a "vesting tentative map" as that term is defined in Government Code section 66498.1. Developer agrees, however, that any such vesting tentative map filed in connection with the Project will not vest the Developer in any rights with respect to any matter that is identified in any Exhibit to this Agreement and that this Agreement (including its Exhibits) shall govern the financing and construction of infrastructure for the Project.

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

7.1 Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all other 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 Developer shall be those in force and effect at the time the applicable permit approval is granted or otherwise approved by the Town Planning Commission and Town Council and, as applicable, the Design Standards for the Project.

7.2 Building Codes Applicable. Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the California Building Standards Codes, Title 24 of the California Code of Regulations, as amended by the Town, as the same shall be in effect as of the time of approval of the permit in question. The Project shall also be constructed in accordance with the provisions of the California Mechanical, Plumbing, Electrical and Fire Codes (as may be amended by the Town) and Town standard construction specifications in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permit is required for a given infrastructure improvement or other improvement, such improvement will be constructed in accordance with said Codes in effect in the Town as of the commencement of construction of such improvement.

7.3 Fees, Dedications, Assessments and Taxes.

7.3.1. Waiver of Fee Establishment Procedures. Notwithstanding anything in this Agreement to the contrary, Developer hereby waives the procedures and requirements imposed on cities by the Mitigation Fee Act (Government Code sections 66000 et seq.) for establishing, expending, returning, and reporting on all "fees" as that term is defined in the Mitigation Fee Act, as to the fees established as of the Effective Date of this Agreement and identified on Exhibit F. This waiver shall not apply to any fees adopted after the Effective Date; thus, as to fees adopted or revised after the Effective Date, Developer shall retain whatever rights it has under Federal and State law.

7.3.2. Processing Fees and Charges. Developer shall pay those processing, inspection, and plan check fees and charges required by Town 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 Developer hereunder. The Town will consider expedited processing at the sole expense of the Developer.

7.3.3. Inspection Fees. Developer shall pay for all costs related to onsite inspection of the project site including all grading and building inspections.

7.3.4. Development Impact Fees, Exactions and Dedications; Vesting in Existing Fee Schedule.

7.3.4.1 General. Developer shall make all dedications of land and pay all development impact fees, connection or mitigation fees, and exactions required by the Town to support in the construction of any public improvements or the provision of public services in relation to development of the Property.

7.3.4.2 Vesting, Term. The Project shall be vested in the Existing Fee Schedule, adjusted for inflation, as listed in Exhibit F (the "Applicable Fees") through the Term of this Agreement.

7.3.4.3 Adjustment of the Applicable Fees. The Applicable Fees shall be adjusted from the last adoption or amendment date of each specific fee prior to the Effective Date to the date of the issuance of building permits for the building in question. Fees shall be adjusted by the cumulative changes in the Engineering News Record Construction Cost Index (ENR CCI) between the Effective Date and the date Developer submits a completed application for the building permit in question. In the event that the ENR CCI is no longer available following the Effective Date, the Parties shall meet and confer in good faith to agree on a comparable replacement index to be used to determine the appropriate fee adjustments pursuant to this Section.

7.3.5. Fees, Exactions and Dedications Required by Other Public Agencies. Nothing in this Agreement is intended to limit the authority of other public agencies to impose fees or exactions, or to require Developer to dedicate land for public use.

8. Public Improvements

8.1 Construction of Public Improvements

8.1.1. General. Developer shall be responsible for construction of all Public Improvements necessary to serve the Project, including without limitations road and traffic, sewer, water, stormwater, and park improvements described in Exhibit G of this Agreement and/or the Collective Standards.

8.1.2. Phasing of Public Improvements

8.1.2.1 The timing for construction of certain infrastructure required to serve The Project is set forth in the Infrastructure Phasing Plan (Exhibit E). The timing of other infrastructure improvements may be specified in the Collective Standards. Except as provided by written waiver by the Town, no building permit shall be issued within a particular phase of the Project, unless and until all public infrastructure improvements necessary to serve that phase of the Project, as identified by Exhibit E and/or the Collective Standards, have been substantially completed and accepted by the Town, or a secured deferred improvement agreement has been entered into by Town and Developer.

8.1.2.2 The Parties acknowledge that further analysis may result in a more efficient and/or cost-effective infrastructure phasing strategy. Modifications to the timing for construction of infrastructure may be approved by the Town in the reasonable exercise of its discretion, depending on the phasing of development pursued by the Developer, except as provided in Section 8.1.2.3 below.

8.1.2.3 Doc Barnes Drive. Construction of 2 lanes of Doc Barnes Drive from Horseshoe Bar Road to King Road, the signal at Doc Barnes Drive and King Road, and the traffic signal at Doc Barnes Drive and Horseshoe Bar Road shall be substantially completed as described in Exhibit E. Full build-out of Doc Barnes Drive including curb, gutter, sidewalk, two-way left turn lane, bike trail, landscaping etc. will be substantially completed (as determined by the Town Engineer) prior to occupancy of the adjacent phase of the Project.

8.1.3. Acquisition of Land for Public Improvements. Developer acknowledges that some of the public improvements required for the Project will be constructed on land that is not under the control of the Developer or the Town. Developer agrees that nothing in Government Code section 66452.5 or any other provision of State law will require the Town to waive any conditions set forth in the Project Approvals related to construction of the Project, including limitations set forth herein on the timing of construction of residential or commercial structures, nor shall Town be obligated to acquire the land for the purpose of constructing the Public Improvements. Furthermore, Developer's inability to acquire all land needed for construction of the required improvements shall not be deemed a Force Majeure event, nor shall Developer assert its inability to acquire all required land as a basis for modification of any term contained in the Collective Standards or for the termination of any of its obligations under the Collective Standards. If Town, in its sole discretion, acquires such land, Developer shall be responsible for all of Town's costs associated with such acquisition (including legal counsel and appraisal fees).

8.1.4. Dedications Free of Liens. All dedications of property from Developers to the Town shall be free and clear of all liens and encumbrances except as allowed in writing by Town in its sole discretion.

8.2 Cost and Financing of Public Improvements.

8.2.1. Except as otherwise provided in Exhibit G concerning the availability of reimbursement from the Town for a portion of the cost of construction of the Doc Barnes Drive extension, Developer shall be solely responsible for the cost of constructing all infrastructure improvements needed to provide service to the Project. Developer acknowledges that this provision is a material inducement to the Town's approval of this Agreement, and to the Town's willingness to grant to Developer a vested right in the Existing Fee Schedule as set forth in Section 7.3.4.

8.2.2. Wherever this Agreement obligates Developer to design, construct or install any improvements, the cost thereof may be provided by a financing mechanism acceptable to the Town, subject to and in accordance with the provisions thereof.

8.2.3. Developer may request that the Town initiate the formation of a Community Facilities District ("CFD") formed pursuant to the Mello Roos Community Facilities Act of 1982 (Government Code section 53311 et seq.), or that the Town participate in the Statewide Community Infrastructure Program ("SCIP"), for the purpose of financing the acquisition or construction of the Improvements and/or the issuing of bonds. The decision of whether to initiate CFD formation procedures or participate in the SCIP program shall be within the absolute discretion of the Town. Developer shall be responsible for all costs incurred by the Town in the creation of or participation in such a financing mechanism. Town agrees that the reimbursements set forth in Exhibit G shall not be affected or reduced because improvements for which reimbursements are available were financed with any special taxes or bond proceeds.

8.3 Securing Completion of Project Improvements.

8.3.1. Payment and Performance Bonds. Developer has an affirmative obligation to secure its obligations to construct Project improvements, as required in this Agreement. Developer shall secure all infrastructure Improvements by delivering payment and performance bonds to Town, in a manner consistent with Town ordinances and in accordance with this Section.

8.3.1.1 Prior to the commencement of construction of any infrastructure improvement, Developer or Developer's general contractor shall furnish Town with payment and performance bonds ("Bonds"), issued by a corporate surety company that is an admitted insurer in the State of California and licensed to do business in California, in an amount approved by Town, but not less than the full amount of the construction contract, and shall name Town as obligee. The Bonds shall remain in effect until the later of (1) the date that the entire cost of developing the improvement shall have been paid in full, (2) the date that the improvement shall have been completed in accordance with this Agreement, and/or (3) the date on which the Town accepted the improvement.

8.3.1.2 The Bonds shall be in the form prescribed by Government Code sections 66499.1 and 66499.2 for performance and payment bonds and be reasonably satisfactory to Town.

8.4 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure for "Oversizing". To the extent the Developer dedicates land, funds or constructs Town facilities (as distinct from facilities to be owned and/or managed by other public agencies such as SPMUD or PCWA) that exceed the size or capacity required to serve the Property for the benefit of other property ("Benefited Property"), the Town shall enter into an agreement to reimburse the Developer to the extent of such benefit as determined by the Town. The Developer, at the Town's election, may be reimbursed for oversizing: (1) under a separate agreement between the Town and the Developer which shall provide that if and when a Benefited Property is developed, the Town shall require the Benefited Property to reimburse the Developer its pro rata share of the costs of the oversizing, as set forth in the agreement. A written agreement under this provision shall have a term of no longer than fifteen (15) years. The Town shall implement this requirement through the imposition of a condition of approval of a planned development permit, use permit or first tentative subdivision map of any nature approved for each Benefited Property and/or as a requirement of any development agreement entered into for a Benefited Property.

If the mitigation fees paid by other persons or entities are insufficient to repay the Developer in full for the cost of oversizing, the Developer shall have no recourse against the Town. Similarly, if the Benefited Property fails to reimburse the Developer for oversizing, the Developer shall have no recourse against the Town; however, the Developer shall retain all its rights against the Benefited Property and its owners, if any. In no case shall the Town reimburse the Developers from general funds of the Town.

8.5 Maintenance of Public Improvements. Developer shall be responsible for the cost of maintenance of all Public Improvements (other than Doc Barnes Drive and the Webb Street extension), and privately-owned improvements constructed to serve the Project. Developer may propose one or more mechanisms to ensure that these maintenance obligations are satisfied in perpetuity. Developer shall be responsible for all costs incurred by the Town in the creation of any financing mechanism.

8.5.1. Financing mechanisms may include the establishment of a Home Owners Association or other non-Town entity, to the satisfaction of the Town, to own and maintain privately owned Improvements within the Project. The Town shall have the right to approve and enforce all bylaws for all Home Owners Association and all Covenants, Conditions and Restrictions for the Property as they pertain to maintenance and repair of Improvements or parks and open space.

8.5.2. For the maintenance of Public Improvements, Developer may request that the Town initiate the formation of an appropriate financing mechanism such as the establishment of a benefit assessment district pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code section 22500 et seq.), or the creation of some other financing mechanism allowed by law, for the purpose of maintaining Public Improvements in perpetuity. The decision of whether to initiate formation procedures shall be within the absolute discretion of the Town.

8.6 Mitigation of EIR Impacts. Developer shall timely satisfy and comply with all Mitigation Measures in accordance with the schedule in the MMRP. The Mitigation Measures are conditions of Project approval but are not the exclusive conditions of Project approval. A failure to timely satisfy any Mitigation Measure or other conditions of Project Approval without prior written Town approval shall be a default of this Agreement, subject to the default and cure provisions set forth in Section 15 of this Agreement.

8.7 Public Works and Town Manager. All Improvements and work performed by Developer in connection with the Project shall be to the satisfaction of the Town Public Works Director and Town Manager.

9. Use of Property.

9.1 Right to Develop. Developer shall have the vested right to proceed with development of the Project in accordance with the terms and conditions of this Agreement, the Collective Standards, and any amendments to the Project Approvals as shall, from time to time, be approved pursuant to this Agreement. Developer's development of the Property shall be subject to the terms set forth in any subsequent approvals needed for development; provided however, that any conditions, terms, restrictions and requirements contained in any subsequent approvals shall not be inconsistent with or otherwise 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, as long as Developer is not in default under this Agreement.

9.2 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, location 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 this Agreement, the Collective Standards and any amendments to this Agreement or the Project Approvals.

9.3 Additional Design Guidelines and Development Standards. The Project Approvals include Design Guidelines and Development Standards applicable to the Project. The Developer may propose additional Design Guidelines and Development Standards, which will be subject to review and approval by the Town's Planning Commission and Town Council. Amendment of this Agreement will not be required if the Town Council determines that the amendments are consistent with this Agreement and the other Project Approvals. Upon approval, the additional Design Guidelines and Development Standards shall be deemed incorporated into the Project Approvals.

9.4 Land Use Phasing. The Project is designed to be developed in seven phases as further described in the Land Use Phasing Plan (Exhibit D). Exhibit D also identifies a seventh phase of development (Phase A-3) which is not part of the Property. Developer may construct the phases in any sequence provided Developer complies with required infrastructure phasing as set forth in the Collective Standards.

10. FEMA Designation. Developer, with the cooperation of the Town, will use best efforts to complete the Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) process to remove a portion of the Property from the FEMA Flood Insurance Rate Map, such that grading and placement of fill will be permitted. Developer shall assume all costs associated with completion of the CLOMR/LOMR process.

11. Additional Obligations.

11.1 Public Safety and Open Space/Parks Maintenance Financing. The Project will generate a demand for services, the cost of which will exceed the foreseeable property tax revenue that will be derived by the Town from the Project. Developer shall provide one or more funding mechanisms, which could include a special tax pursuant to the Mello Roos Community Facilities Act of 1982, for the purpose of providing a permanent source of funding to cover the

additional costs incurred by the Town for public safety services, as well as for maintenance of parks or open space dedicated to the Town. The funding mechanism(s) will include an annual escalator acceptable to the Town. These funding mechanisms shall have received final approval (including voter approval, if required) prior to the first to occur of transfer of the Property in whole or in part or the issuance of the first building permit for the Project.

11.2 Developer Contribution – Horseshoe Bar Road and Laird Road. Developer shall contribute the amount of Seven Hundred Dollars (\$700) to the Town at the time of issuance of each of the first 100 residential building permits for a total of Seventy Thousand Dollars (\$70,000) toward the improvement of the intersection of Horseshoe Bar Road and Laird Road. To the extent that the first 100 units to be constructed include duplex or multi-family products, the required payment at issuance of building permit shall be \$700 for each residential unit covered by the building permit. Nothing in this Section 11.2 shall preclude Developer's prepayment to the Town of all or a portion of the total amount of this contribution at Developer's discretion.

11.3 Additional Developer Contribution. Developer shall contribute the amount of Five Hundred Dollars (\$500.00) to Town at the time of issuance of each of the first 100 building permits for residential units for a total of Fifty Thousand Dollars (\$50,000), which may be used by the Town for one or more of the following public improvements or studies: (a) construction of a roof over the Peter Oaks Stage, (b) Traffic Mitigation Impact Fee Study, (c) an Evacuation and Emergency Management Plan, (d) a Traffic Reduction Plan and Parking Study, or (e) other improvements or studies subsequently identified by the Town Manager. The allocation of the proceeds of the payment received from Developer pursuant to this section toward the items listed in (a) through (e) above shall be in the Town's sole discretion. To the extent the first 100 units to be constructed includes duplex or multi-family products, the required payment at issuance of building permit shall be \$500 for each residential unit covered by the building permit. Nothing in this Section 11.3 shall preclude Developer's prepayment to the Town of all or a portion of the total amount of this contribution at Developer's discretion.

12. Amendment or Cancellation.

12.1 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 the Municipal Code.

12.2 Amendments and Minor Modifications.

12.2.1 Amendments. Any amendment to this Agreement which affects or relates to (a) the term of this Agreement; (b) permitted uses of the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Property or the maximum height or gross square footage of proposed non-residential buildings; (f) the location and maintenance of on-site and off-site improvements; or (g) monetary contributions by Developer, shall be deemed an "Amendment" and shall be subject to the notice and hearing requirements set forth in the Development Agreement Law. Any amendment which is not an Amendment shall be deemed a Minor Modification subject to Section 12.2.2 below. The Town Manager or his or her delegate shall have the authority to determine if an amendment is an Amendment subject to this Section 12.2.1 or a Minor Modification subject to Section 12.2.2 below.

12.2.2 Minor Modifications. The Parties acknowledge that refinement and further implementation of the Project may demonstrate that certain minor changes may be

appropriate with respect to the details and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Agreement. If and when the Parties find that clarifications, minor changes, or minor adjustments are necessary or appropriate and do not constitute an Amendment under Section 12.2.1, they shall effectuate such clarifications, minor changes or minor adjustments through a written Minor Modification approved in writing by the Developer and Town Manager. Unless otherwise required by law, no such Minor Modification shall require prior notice or hearing.

12.3 Amendment of Project Approvals. Any amendment of Project Approvals relating to: (1) the permitted use of the Property; (2) provision for reservation or dedication of land; (3) the density or intensity of use of the Project; (4) the maximum height or size of proposed buildings; (5) monetary contributions by the Developer; (6) the location and maintenance of on-site and off-site improvements; or (7) any other issue or subject not identified as an "insubstantial amendment" in Section 12.2 of this Agreement, shall require an amendment of this Agreement. Other amendments 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.

13. Rights and Duties of Mortgage Lenders in Possession of Property. Any Mortgage Lender who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a Mortgage, or deed in lieu of such foreclosure ("Mortgage Lender"), shall not be eligible to apply for, receive, or exercise any rights under this Agreement or any of the Project Approvals which were vested in its predecessor in title prior to the time that the Mortgage Lender comes into possession, until the Mortgage Lender contractually assumes all of the obligations of its predecessor in title under this Agreement with respect to such property, including those obligations which accrued prior to the time that the Mortgage Lender came into possession of such property. The Mortgage Lender shall be entitled to the rights of this Agreement upon presentation to the Town of a written agreement between the Developer (or Subsequent Developer) and the Mortgage Lender clearly indicating the transfer and/or assignment and assumption of the Developer's obligations under the Agreement.

Any such assignment and assumption by the Mortgage Lender in possession and title shall be to the satisfaction of and in a form acceptable to the Town Attorney, and shall be effective when the Mortgage Lender executes and delivers to the Town Clerk an express agreement to contractually assume all of the obligations of its immediate predecessor in title under this Agreement with respect to all of the Property, or portion thereof, to which it has come into possession.

14. Annual Review of Agreement.

14.1 Not less than thirty (30) days, nor more than sixty (60) days prior to the first anniversary date of this Agreement, and each anniversary date thereafter, Developer shall submit to the Town Manager a letter setting forth the details of Developer's good faith compliance with the terms and conditions of this Agreement. The letter shall be accompanied by such documents and other information as may be reasonably necessary and available to Developer to enable the Town Manager to undertake the annual review of Developer's compliance with the terms of this Agreement.

14.2 The Town Manager shall review Developer's submission to determine whether Developer has complied in good faith with the terms of this Agreement. If the Town

Manager finds good faith compliance, he or she shall notify the Developer and Town Council in writing.

14.3 If the Town Manager finds that Developer has not complied in good faith with the terms of this Agreement, he or she shall specify in writing to Developer the respects in which Developer has failed to comply. The Town Manager shall also specify a reasonable time under the circumstances or the nature of the default for Developer to meet the terms of compliance, which time shall not be less than thirty (30) days. If the areas of noncompliance so specified are not corrected within the time specified by the Town Manager, then the Town Council may modify or terminate this agreement in accordance with the Development Agreement Law.

14.4 The cost for the Town's annual review of this Agreement shall be paid by Developer.

15. Default.

15.1 Default. The failure of either party to perform any obligation or duty under this Agreement within the time required by this Agreement shall constitute an "Event of Default". (For purposes of this Agreement, a party asserting that the other party is in default shall be referred to as the "Complaining Party" and the other party shall be referred to as the "Defaulting Party.")

15.2 Notice. The Complaining Party may not place the Defaulting Party in default unless it has first given written notice to the Defaulting Party, specifying the nature of the default and the manner in which the default may be cured, if known to the Complaining Party. Any failure or delay by the Complaining Party in giving such notice shall not waive such default or waive any of the Complaining Party's remedies. Developer shall have the right to appeal any Town staff level determination that there has been an Event of Default by the Developer to the Town Council. Any such appeal to the Town Council must be filed within ten (10) days of Developer's receipt of the notice of the Event of Default given by Town staff.

15.3 Cure. The Defaulting Party shall have thirty (30) days from the receipt of notice to cure the default. If the default cannot be reasonably cured within such time, the default cure shall be deemed cured if: (1) the cure is commenced at the earliest practicable date following receipt of notice; (2) the cure is diligently prosecuted to completion at all times thereafter; (3) at the earliest practicable date (but in no event later than thirty (30) days after receiving the notice of default), the Defaulting Party provides written notice to the Complaining Party that the cure cannot be reasonably completed within such thirty (30) day period; and (4) the default is cured at the earliest practicable date, but in no event later than ninety (90) days after receipt of the first notice of default, unless a longer date is agreed upon by the Parties.

15.4 Remedies. If the Defaulting Party fails to cure a default in accordance with the foregoing, the Complaining Party shall have the right to terminate this Agreement upon notice to the Defaulting Party and, except as provided in Section 15.6 may pursue all remedies available at law or equity, including specific performance and injunctive relief.

15.5 Building Permits. In addition to and not in lieu of its other remedies, in the event that the Town gives Developer a notice of default and opportunity to cure as provided in Sections 15.2 and 15.3, the Town shall have the right, but not the obligation, to withhold issuance of any building permits for the Project, provided there is a nexus between the default and the structure for which the permit is being withheld, except where otherwise provided in this

Agreement. Such withholding shall cease when the default is cured in accordance with this Agreement. For purposes of this Section, a nexus shall be deemed to exist if the default involves the failure of Developer to timely pay fees or undertake or complete construction of any park or public improvement identified in the Project Approvals or any subsequent approval by the Town related to the Project.

15.6 Waiver of Damages. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge that the Town would not have entered into this Agreement had it been exposed to liability for damages from Developer, and that therefore, Developer hereby waives all claims for damages against the Town for breach of this Agreement. Developer further acknowledges that under the Development Agreement Law, land use approvals (including development agreements) must be approved by the Town Council and that under law, the Town Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waives all claims for damages against the Town in the event that this Agreement or any Project Approval is: (1) not approved by the Town Council or (2) is approved by the Town Council, but with new changes, amendments, conditions or deletions to which Developer is opposed. Developer further acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that under law, the Town Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against the Town in this regard.

15.7 Rescission. In the event that Developer believes that the purposes of this Agreement have been frustrated by the Town Council's approval of this Agreement or any Project Approval with new changes, amendments, conditions or deletions to which Developer is opposed, Developer shall have ten (10) days after such approval in which to provide notice to the Town that this Agreement shall be rescinded, without any further liability of the parties.

16. Indemnification, Defense and Hold Harmless. Developer shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the Town (as defined in this Agreement) from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Project, the Project Approvals or the Property (including any challenge to the validity of any provision of this Agreement or the Project Approvals, and including any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project), or Developer's failure to comply with any of its obligations in this Agreement, or Developer's failure to comply with any current or prospective Law; provided, however, that Developer shall have no obligations under this Section for such loss or damage which was caused by the sole negligence or willful misconduct of the Town, or with respect to the maintenance, repair or condition of any Improvement after dedication to and acceptance by the Town or another public entity (except as provided in an improvement agreement or warranty bond). This indemnification obligation shall survive this Agreement and shall not be limited by any insurance policy, whether required by this Agreement or otherwise.

17. Insurance.

17.1 Public Liability and Property Damage Insurance. At all times that Developer is constructing any Improvements, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of one million dollars (\$1,000,000) and a deductible of not more than fifty thousand dollars (\$ 50,000)

per claim. The policy so maintained by Developer shall name the Town as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

17.2 Workers' Compensation Insurance. At all times that Developer is constructing any Improvements, Developer shall maintain workers' compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide workers' compensation insurance for its respective employees. Developer agrees to indemnify the Town for any damage resulting from Developer's failure to maintain any such insurance.

17.3 Evidence of Insurance. Prior to commencement of construction of any Improvements, Developer shall furnish Town satisfactory evidence of the insurance required in Sections 17.1 and 17.2 and evidence that the carrier is required to give the Town at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the Town, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project.

18. Binding Effect on Successors.

18.1 Assignment. Developer may not assign its interests under this Agreement without the: (1) written consent of the Town Manager, which consent shall not be unreasonably withheld; and (2) execution by Developer and the assignee of the form of assignment attached hereto as Exhibit H. Upon such assignment and assumption, Developer shall be released from any further liability or obligation hereunder related to that portion of the Property so conveyed, and the Successor shall be deemed to step into the shoes of Developer for purposes of this Agreement with respect to such conveyed property. For purposes of this Section, it shall not be unreasonable for the Town Manager to withhold consent if the Town Manager determines, based on substantial evidence, that the proposed assignee does not have the financial capability and experience needed to complete development of the Project (or respective portions thereof, in the case of a partial assignment) in accordance with the terms of this Agreement.

18.1.1. Any attempt to assign any rights under this Agreement other than by executing the form of assignment (Exhibit H) shall be void and constitute a default under this Agreement. Notwithstanding the foregoing, private parties who purchase an individual parcel defined by an approved and recorded final subdivision map that has been improved with a dwelling structure shall not be required to execute the form of assignment (Exhibit H), shall not be considered Successors, and this Agreement shall not be binding upon them.

18.1.2 Any request for Town approval of an assignment shall be in writing and accompanied by certified financial statements of the proposed assignee and any additional information concerning the identify, financial condition and experience of the assignee as the Town may reasonably request; provided that, any such request for additional information shall be made, if at all, not more than thirty (30) calendar days after the Town's receipt of the request for approval of the proposed assignment. All detailed financial information submitted to the Town shall constitute confidential trade secret information if the information is maintained as a trade secret by the assignee and if such information is not available through other sources. The assignee shall mark any material claimed as trade secret at the time it is submitted to the Town. If Town receives a public records request for any information designated a "trade secret" Town shall notify the assignee of such request prior to releasing the material in question to the requesting party. If the assignee desires to prevent disclosure of "trade secret" information, the burden shall be on assignee to obtain a court order barring the Town from releasing the

information. Such an order must be obtained within a timeframe consistent with the Town's obligation to release records under the Public Records Act, and the assignee shall indemnify the Town for any costs incurred by Town, including but not limited to staff time and attorney's fees, as a result of any action brought by the requesting party to obtain release of the information and/or to defend any lawsuit brought to obtain such information. If the Town wishes to disapprove any proposed assignment, the Town shall set forth in writing and in reasonable detail the grounds for such disapproval. If the Town fails to disapprove any proposed assignment within sixty (60) calendar days after receipt of written request for such approval, such assignment shall be deemed to be approved.

18.1.3 Reorganization Not an Assignment. Notwithstanding anything to the contrary set forth above, the following shall not be deemed an assignment under this Development Agreement: (i) any sale, pledge, assignment or other transfer of all or a portion of the Property to an entity directly controlled by Developer or its affiliates and (ii) any change in Developer entity form, such as a transfer from a corporation to a limited liability company or partnership, that does not affect or change beneficial ownership of the Property or control over decisions of the entity; provided, however, in such event, Developer shall provide to Town written notice, together with such backup materials or information reasonably requested by Town, within thirty (30) days following the date of such reorganization or Town's request for backup information, as applicable. As used in this Section 18.1.3, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract, or otherwise

18.2 Subsequent Assignments. Any Successor may assign its rights under this Agreement by complying with the procedures set forth in this Agreement.

18.3 Runs with the Land. Except as otherwise provided 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 servitudes and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1466 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: (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) 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.

19. Further Assurances, Consent, Cooperation and Implementation.

19.1 Further Executions. The Parties agree to execute such reasonable additional instruments as are necessary to effectuate the intent of this Agreement; provided, however, that the Town Council's discretion to vote in a particular manner cannot be constrained and that the Town shall not be required to incur any costs thereby. Whenever the consent or approval of the other party is required under this Agreement, such consent shall not be unreasonably withheld, conditioned or delayed. The Parties shall cooperate in good faith in obtaining any permits, entitlements or approvals required by other government entities for the Project.

19.2 Subsequent Approvals. The Parties recognize and acknowledge that certain other land use approvals, entitlements, and permits other than the Project Approvals are necessary or desirable for the Project (collectively, the "Subsequent Approvals"). In particular, the Parties contemplate that Developer will seek approvals for subdivision maps, use permits, and building and grading permits. The Subsequent Approvals may also include, without limitation, the following: amendments of the Project Approvals, design review approvals, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, subdivision maps, re-zonings, development agreements, permits, re-subdivisions, and any amendments to, or repealing of, any of the foregoing.

19.2.1. Developer acknowledges that Town cannot process Subsequent Approvals unless and until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (1) provide to Town in a timely manner any and all documents, applications, plans, and other information necessary for Town to carry out its obligations hereunder; and (2) cause Developer's planners, engineers, and all other consultants to provide to Town in a timely manner all such documents, applications, plans and other necessary required materials as set forth in the applicable Town Law.

19.2.2. Town may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as necessary to make this Subsequent Approval consistent with the Project Approvals.

20. Miscellaneous.

20.1 Prevailing Wages. Developer shall pay prevailing wages, and shall direct its contractors and other parties with which it has a contractual relationship with respect to the Project, to pay prevailing wages only if the same is required by the Prevailing Wage Law (Labor Code Section 1720 et seq.). Developer's indemnification, defense and hold harmless obligations under Section 16 shall extend to any failure to pay prevailing wages in connection with the Project, only as required by State law.

20.2 Estoppel Certificate. Either Party may at any time request the other Party to certify in writing that: (1) this Agreement is in full force and effect; (2) this Agreement has not been amended except as identified by the other Party; and (3) to the best knowledge of the other Party, the requesting Party is not in default, or if in default, the other Party shall describe the nature and any amount of any such default. The other Party shall use its best efforts to execute and return the estoppel certificate to the requesting Party within thirty (30) days of the request. The Town Manager shall have authority to execute such certificates on behalf of the Town.

20.3 Recordation. This Agreement shall not be operative until recorded with the Placer County Recorder's office. Developer shall record this Agreement at its expense with the County Recorder's office within ten (10) days of the Effective Date, and shall cause any amendment to this Agreement or any instrument affecting the term of this Agreement to be recorded within ten (10) days from date on which the same became effective. Any amendment to this Agreement or any instrument affecting the term of this Agreement which affects less than all of the Property shall contain a legal description of the portion thereof that is the subject of such amendment or instrument. Alternatively, Developer and Town may execute the instrument entitled "Memorandum of Development Agreement" attached hereto as Exhibit I, which shall be recorded against the Property, in lieu of recording the entire Agreement.

20.4 Notices. All notices required by this Agreement or the Development Agreement Law shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested.

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

TOWN OF LOOMIS
Town Manager and Public Works Director
3665 Taylor Road
Loomis, CA 95650

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

The Village at Loomis, LLC
P.O. Box 1200
Loomis, CA 95650

With copy to:

George Phillips
Phillips Land Law, Inc.
5301 Montserrat Lane
Loomis, CA 95650

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. All notices shall be deemed received on the earlier of the date that personal delivery is effected or the date shown on the return receipt.

20.5 References to Municipal Code. This Agreement contains references to articles and sections of the Town's Municipal Code. If, after the Effective Date, the Town amends or renumbers its Municipal Code, then the references in this Agreement shall be understood to apply to the amended or renumbered Municipal Code.

20.6 Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the Parties and any Successors. No other party shall have any cause of action or the standing to assert any rights under this Agreement.

20.7 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Development Agreement, all deadlines under this Agreement, shall be extended; and the performance by any Party of its obligations under this Agreement shall not be deemed to be in Default, and the time for performance of such obligation shall be extended where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, acts of terrorism, governmental restrictions or permitting delays imposed or mandated by governmental entities other than the Town, litigation brought by a third party, or referenda challenging any of the Project Approvals (each a "Force Majeure Event"). If written notice of such delay is given to Town within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted by the Town Manager in writing for the period of the enforced delay, or longer as may be mutually agreed upon, provided that in no event shall such period of delay extend for more than one-hundred and eighty (180) days unless agreed upon in writing by the parties. In any event, the party relying on

any such Force Majeure Event to excuse performance hereunder shall act in good faith, and with due diligence, to recommence performance at the earliest possible date.

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

20.9 Attorney's 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 attorney's fees, court costs, and such other costs as may be fixed by the Court.

20.10 Right to Encumber. Town agrees and acknowledges that this Agreement shall not prevent or limit the owner of any interest in the Property, or any portion thereof, at any time or from time to time in any manner, at such owner's sole discretion, from encumbering the Property, the improvements thereon, or any portion thereof with any mortgage, deed of trust, sale and leaseback arrangement or other security device.

20.11 Liability of Town Officials. No Town official or employee shall be personally liable under this Agreement.

20.12 Delegation. Any reference to any Town body, official or employee in this Agreement shall include the designee of that body, official or employee, except where delegation is prohibited by law.

20.13 Severability. Should any provision of this Agreement be found invalid or unenforceable by a court of law, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

20.14 Integration. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by a subsequent written instrument executed by all of the Parties.

20.15 Counterparts. This Agreement may be signed in one (1) or more counterparts, and will be effective when all of the Parties have affixed their signatures to the counterparts, at which time the counterparts together shall be deemed one (1) original document; provided, however, that all executed counterparts are provided to the Town Clerk.

20.16 Interpretation. The Parties acknowledge that this Agreement has been negotiated by both Parties and their legal counsel and agree that this Agreement shall be interpreted as if drafted by both Parties.

20.17 Inconsistency. In the event of any conflict or inconsistency between the provisions of this Agreement and the Project Approvals or Exhibits, this Agreement shall prevail; provided, however, that this provision shall not be interpreted to prevent an exhibit from being updated when required by this Agreement or when agreed to by the parties.

20.18 Incorporation. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference.

- Exhibit A: Legal Description of the Property
- Exhibit B: Depiction of Property
- Exhibit C: Intentionally Omitted
- Exhibit D: Land Use Phasing Plan
- Exhibit E: Infrastructure Phasing Plan
- Exhibit F: Existing Fee Schedule
- Exhibit G: Traffic Improvements and Funding Commitments
- Exhibit H: Form of Assignment
- Exhibit I: Memorandum of Development Agreement

20.19 Compliance with Laws. In connection with its performance under this Agreement, Developer shall comply with all applicable present and prospective laws.

20.20 Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of Placer.

20.21 Time of the Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto are executing this Agreement on the dates set forth below, to be effective as of the Effective Date.

"TOWN"

"DEVELOPER"

TOWN OF LOOMIS

THE VILLAGE AT LOOMIS, LLC

By: _____

By: _____

Name: _____

Name: _____

Its: Mayor

Its: _____

Dated: _____, 2017

Dated: _____, 2017

ATTEST:

 Crickett Strock,
 Town Clerk

APPROVED AS TO FORM:

 Jeff Mitchell
 Town Attorney

Exhibit A

Legal Description of the Property

The land described herein is situated in the State of California, County of Placer, Town of Loomis, described as follows:

PARCEL ONE:

THAT PORTION OF NORTHEAST 1/4 SECTION 9 AND NORTHWEST 1/4 SECTION 10, TOWNSHIP 10 NORTH, RANGE 7 EAST, M.D.B.&M, INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL "D" ON PARCEL MAP NO. 72972 FILED OF RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON NOVEMBER 16, 1978, IN BOOK 13 OF PARCEL MAPS, AT PAGE 87, PLACER COUNTY RECORDS.

APN: 043-080-044

PARCEL TWO:

BEGINNING AT A POINT ON THE EASTERLY LINE OF LAIRD STREET IN THE TOWN OF LOOMIS, CALIFORNIA, FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF LAIRD STREET WITH THE NORTHERLY LINE OF PINE STREET BEARS SOUTH 35 ° 59 ' WEST 135.00 FEET, AND THE QUARTER CORNER ON THE EAST LINE OF SECTION 9, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.B.&M, BEARS SOUTH 7° 48 ' 20 " EAST 1330.56 FEET; AND RUNNING THENCE PARALLEL TO NORTH LINE OF PINE STREET SOUTH 53° 28 ' EAST 118.00 FEET; THENCE ALONG OLD FENCE NORTH 37° 49 ' EAST 137.33 FEET TO EAST LINE OF SECTION 9; THENCE ALONG SECTION LINE NORTH 0° 04 ' WEST 208.23 FEET; THENCE ALONG THE EASTERLY LINE OF LAIRD STREET SOUTH 35° 59 ' WEST 304.60 FEET TO POINT OF BEGINNING.

APN: 044-094-001

PARCEL THREE:

LOTS 6, 7, 8, 9 AND 31, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE LAIRD ADDITION TO THE TOWN OF LOOMIS", FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, ON JANUARY 13, 1900, IN BOOK A OF MAPS, AT PAGE 26.

APN: 044-094-005, 044-094-006 AND 044-094-010

PARCEL FOUR:

LOTS 10 AND 11, ACCORDING TO THE MAP ENTITLED, "MAP OF LAIRD ADDITION TO THE TOWN OF LOOMIS, PLACER COUNTY, CALIFORNIA", FILED JANUARY 13, 1900 IN BOOK A, PAGE 26 OF MAPS.

APN: 044-094-004

PARCEL FIVE:

THAT PORTION OF THE SOUTH 55 ACRES OF THE EAST HALF OF NORTHWEST

QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.B.&M., THAT LIES WEST OF THE NORTHWEST LINE OF THE STATE HIGHWAY AS ESTABLISHED BY DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 25, 1958 IN BOOK 759 OF OFFICIAL RECORDS, AT PAGE 335.

APN: 043-080-015

PARCEL SIX:

THE NORTH ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M.

EXCEPTING THEREFROM ALL THOSE PORTIONS DESCRIBED IN THE FOLLOWING DEEDS:

RECORDED FEBRUARY 25, 1880 IN BOOK FF OF DEEDS AT PAGE 628

RECORDED NOVEMBER 24, 1944 IN BOOK 450 AT PAGE 263, OFFICIAL RECORDS

RECORDED FEBRUARY 26, 1958 IN BOOK 755 AT PAGE 200, OFFICIAL RECORDS

RECORDED OCTOBER 21, 1960 IN BOOK 853 AT PAGE 536, OFFICIAL RECORDS

ALSO EXCEPTING THEREFROM ALL THAT PORTION WHICH LIES SOUTHERLY AND EASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 80, SAID PARCEL ALSO BEING BOUNDED ON THE EAST BY THE WESTERLY BOUNDARY OF THE PARCEL DESCRIBED IN BOOK 450 AT PAGE 263, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE BOUNDARIES OF KING ROAD.

APN: 043-080-008

PARCEL SEVEN:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M., ACQUIRED BY THE STATE OF CALIFORNIA FROM FELIX M. SMITH, ET AL, BY DEED RECORDED AUGUST 25, 1958 IN BOOK 769 AT PAGE 399, OFFICIAL RECORDS, SAID PORTION BEING ALL THAT PART OF THE WESTERLY 12 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT WHICH BEARS SOUTH 61° 35' 45" WEST 3771.47 FEET FROM THE NORTHEAST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING 95.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE BASE LINE AT ENGINEER'S STATION "A 386+ 00.00" OF THE DEPARTMENT OF PUBLIC WORKS' 1955 SURVEY FROM A HALF MILE EAST OF ROSEVILLE TO 1 MILE EAST OF NEWCASTLE ROAD III-PLA-17-A, ROC.B (THE CALIFORNIA STATE ZONE II COORDINATES FOR SAID POINT ARE X= 2,232-492.93 AND Y= 421,281.95); THENCE FROM SAID POINT OF BEGINNING NORTH 41° 26' 46" EAST 2234.34 FEET TO A POINT THAT IS 134.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID BASE LINE AT ENGINEER'S STATION "A 408+ 34.00".

EXCEPTING THEREFROM ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS, BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER SAID LAND, WITHOUT THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF, AS RESERVED BY THE STATE OF CALIFORNIA IN THE DIRECTOR'S DEED RECORDED OCTOBER 21, 1960 IN BOOK 853 AT PAGE 536, OFFICIAL RECORDS.

APN: 043-080-007-510

DRAFT

Exhibit B
Depiction of Property

DRAFT

Exhibit C

Intentionally Omitted

DRAFT

Exhibit D

Land Use Phasing Plan

Phase	PD Area	Uses
A-1	Portion of Area 1 (Village Residential)	73 single-family units
A-2	Portion of Area 1 (Village Residential) Portion of Area 8 (Village Park and Open Space)	70 single-family units Portion of park and open space
A-3*	Portion of Area 7 (Village Commercial)	44,000 sf of commercial uses
B	Portion of Area 3 (Village Single Family Traditional) Portion of Area 8 (Village Park and Open Space)	58 single-family units Portion of park and open space
C	Area 2 (Village Single Family Green Court)	64 single-family units
D	Portion of Area 3 (Village Single Family Traditional)	29 single-family units
E	Area 4 (Village High Density Residential)	117 multi-family units
F	Area 6 (Village Office)	25,000 sf of office uses
G	Area 5 (Village Mixed Use)	5,000 sf of commercial uses 7 mixed use units

* Phase A-3 is not a part of the Property or the Project.

Exhibit E

Infrastructure Phasing Plan

**THE VILLAGE AT LOOMIS
INFRASTRUCTURE PHASING PLAN**

Infrastructure Phase	Description	Timing/Implementation*
1	Doc Barnes Dr. from Horseshoe Bar Rd to King Rd, incl. traffic signals at each intersection	Substantially complete** prior to earlier of: i) 20 th building permit issuance in Phase A-1, A-2, B or C, or the 10 th building permit in Phase D, and ii) first certificate of occupancy approval in Phase E, F, and G
2	Gates Dr north from Doc Barnes Dr to Webb St including the roundabout at Gates Dr/Webb St intersection. Library Dr from existing terminus through the intersection at Gates Dr.	Substantially complete** prior to earlier of: i) 20 th building permit issuance in either Land Use Phase A-1 and A-2, ii) first certificate of occupancy approval in either E, F or G, and iii) Infrastructure Phase 4
3	Webb St extension from Gates Dr to future roundabout at Horseshoe Bar Rd/Library Dr	Substantially complete** prior to earlier of: i) 20 th building permit issuance in A-1, and ii) Infrastructure Phase 4
4	Traffic signal at Taylor Rd and Webb St	Substantially complete** prior to earlier of: i) 20 th building permit issuance in Land Use Phase A-2, and ii) first certificate of occupancy approval in either E, F and G
5	Roundabout at Horseshoe Bar Rd/Library Dr/Webb St extension intersection	Substantially complete** by the earlier of: i) first certificate of occupancy approval of Land Use Phase E, F and G, or ii) 30 th building permit issuance in Land Use Phase A-2
6	Completion of Library Drive from Gates Dr to easterly terminus cul-de-sac	Substantially complete** prior to earlier of i) First building permit issuance in Phase A-2, and ii) first certificate of occupancy approval in Phase E

* The Collective Standards include other timing requirements related to occupancy of individual units and commercial space and the completion of infrastructure improvements needed for the unit/space.

** "Substantially Complete" means substantially completed and as determined by the Town Engineer.

THE VILLAGE AT LOOMIS
 INFRASTRUCTURE
 PHASING PLAN
 TOWN OF LOOMIS, CALIFORNIA

JUNE 2017
 SHEET 1 OF 1

LEGEND

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4
- PHASE 5
- PHASE 6
- PHASE 7
- PHASE 8
- PHASE 9
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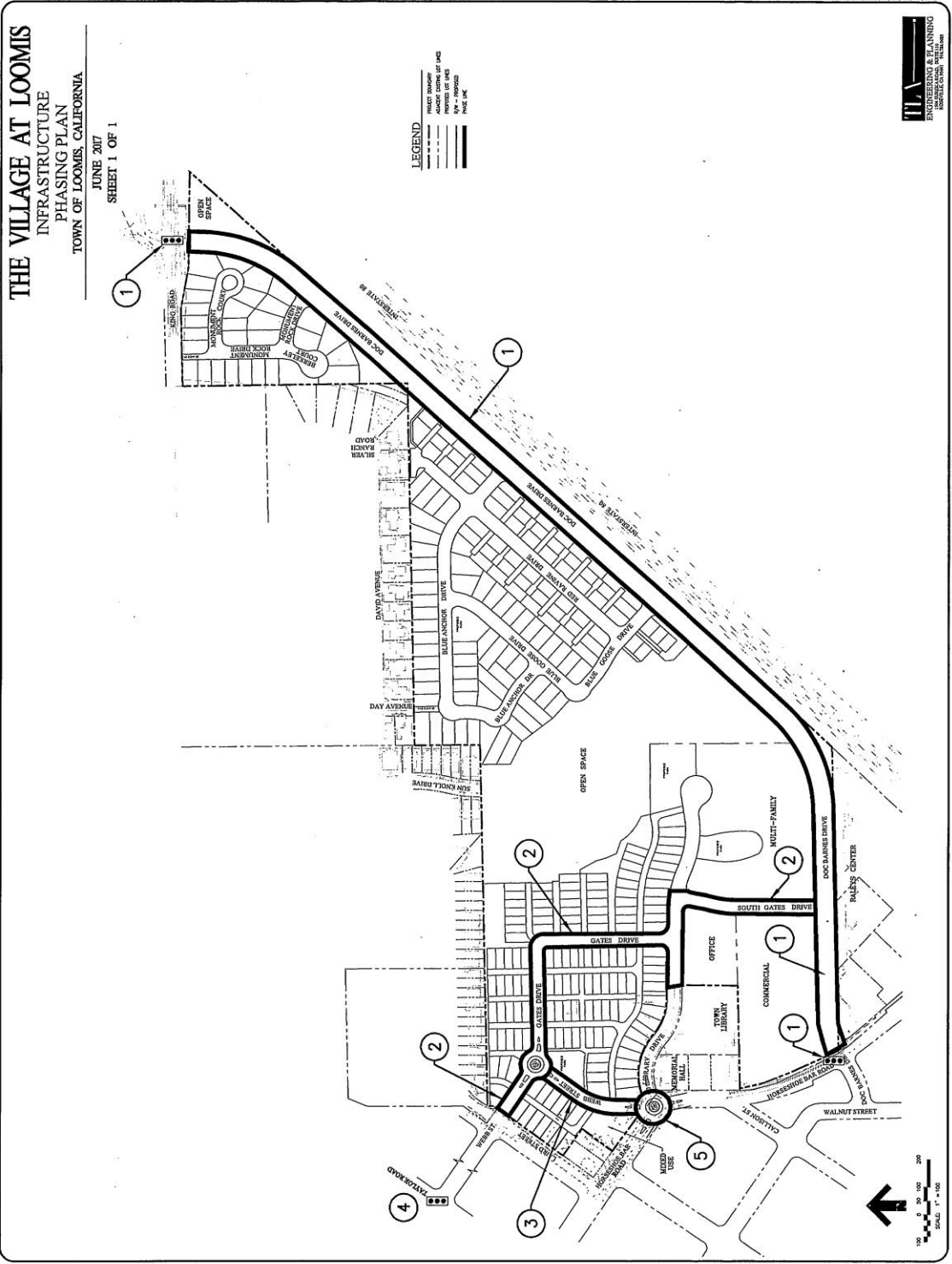


Exhibit F

Existing Fee Schedule

Town of Loomis
Development Impact Fees
The Village at Loomis

Fee Program - Adopted March 11, 2008	SFR Per Unit	MFR Per Unit	Commercial Per 1,000 sq. ft.	Industrial Per 1,000 sq. ft.	Commercial Per acre	Industrial Per acre
Road Circulation/Major Roads	\$ 2,460	\$ 1,500	\$ 3,247	\$ 2,238		
Horseshoe Bar/I-80	\$ 1,415	\$ 864	\$ 1,868	\$ 1,288		
Sierra College Boulevard	\$ 762	\$ 465	\$ 1,006	\$ 694		
Drainage	\$ 572	\$ 356	n/a	n/a	\$ 3,007	\$ 3,007
Community Facility	\$ 2,488	\$ 1,650	\$ 488	\$ 360		
Quimby In-Lieu/Park Acquisition	\$ 2,408	\$ 1,596	\$ 471	\$ 349		
Passive Park/Open Space Acquisition	\$1,400	\$ 929	\$ 273	\$ 203		
Park Facility Improvement	\$ 2,888	\$ 1,929	\$ 569	\$ 421		

Note: these fees shall be adjusted per section 7.3.4.3 of this agreement

DRAFT

Exhibit G

Traffic Improvements and Funding Commitments

Unless otherwise indicated, the following improvements and funding commitments shall be at the sole expense of the Developer and not eligible for credits or reimbursements by the Town.

IMPROVEMENT	TIMING	NOTES
<p>Developer will construct Doc Barnes Drive as proposed in the application.</p>	<p><u>See</u> Section 8.1.2 and Infrastructure Phasing Plan (Exhibit E)</p>	<p>Developer will pay the cost for construction of Doc Barnes Drive. Costs include all costs, i.e., engineering design; surveying; plan check and inspection fees; construction management; and actual construction costs. As provided in Section 8.2.1, Town will reimburse Developer an amount not to exceed the lesser of \$194,140 or the total amount of money available in the Town's Traffic Impact Fee fund specifically retained for the construction of Doc Barnes Drive. Reimbursement shall be following the completion of construction of Doc Barnes Drive and acceptance of the completed improvements by the Town.</p>
<p>Developer will install signal at the intersection of Horseshoe Bar Road and Doc Barnes Drive</p>	<p><u>See</u> Section 8.1.2 and Infrastructure Phasing Plan (Exhibit E)</p>	<p>Developer will pay the cost for construction of the signal at Horseshoe Bar Road and Doc Barnes Drive. Costs include all costs, i.e., engineering design; surveying; plan check and inspection fees; construction management; and actual construction costs.</p>

IMPROVEMENT	TIMING	NOTES
Developer will install traffic signal at the intersection of King Road and Doc Barnes Drive	<u>See</u> Section 8.1.2 and Infrastructure Phasing Plan (Exhibit E)	Developer will pay the cost for construction of the traffic signal at the intersection of King Road and Doc Barnes Drive. Costs include all costs, i.e., engineering design; surveying; plan check and inspection fees; construction management; and actual construction costs.
Developer will install roundabout at the intersection of Horseshoe Bar Road and Library Drive	<u>See</u> Section 8.1.2 and Infrastructure Phasing Plan (Exhibit E)	Developer will pay the cost for construction of the roundabout at Horseshoe Bar Road and Library Drive. Costs include all costs, i.e., engineering design; surveying; plan check and inspection fees; construction management; and actual construction costs.
Developer will install Webb Street Extension per Alternative 2 of the EIR.	<u>See</u> Section 8.1.2 and Infrastructure Phasing Plan (Exhibit E)	Developer will pay the cost for construction of the Webb Street extension as well as roundabout at Horseshoe Bar Road and Library Drive. Costs include all costs, i.e., engineering design; surveying; plan check and inspection fees; construction management; and actual construction costs.
Developer will install traffic signal at the intersection of Webb Street and Taylor Road	<u>See</u> Section 8.1.2 and Infrastructure Phasing Plan (Exhibit E)	Developer will pay the cost for construction of the traffic signal at the intersection of Webb Street and Taylor Road. Costs include all costs, i.e., engineering design; surveying; plan check and inspection fees; construction management; and actual construction costs.
Developer will provide Maintenance District and funding for internal roads	The Internal Road Maintenance District shall be created prior to issuance of the first building permit of the phase that contains the improvements and the structures.. See Phasing Plan	Developer will pay the cost for the development and implementation of the Internal Road Maintenance District. Costs include all costs, i.e., creation, outreach, elections, fees.

IMPROVEMENT	TIMING	NOTES
Developer will provide Maintenance Program and funding for the landscaping and bike trail adjacent to Doc Barnes Drive within the Property	The Doc Barnes Landscaping Maintenance Program shall occur prior to the issuance of the first building permit of the adjacent residential phase. See Phasing Plan	Developer will pay the cost for the development and implementation of the Doc Barnes Landscaping Maintenance Program. Costs include all costs, i.e., creation, outreach, elections, fees.
Developer will provide additional funds to the construction of additional turn lane at the intersection of Horseshoe Bar Road and Laird Road Intersection.	The Developer shall provide \$70,000 at the time of issuance of the first building permit in a residential phase (A, B, C or D) .	The Developer will pay \$70,000 in addition to the Town's Traffic Impact fees to be applied by the Town to the Improvements at the Intersection of Horseshoe Bar Road and Laird Road per Section 11.2 of this Agreement.

NOTE: With respect to any improvement to which Developer is entitled to reimbursement from a benefitted third party (as provided in Section 8.4), such reimbursement may be accomplished either from direct reimbursement from that benefitted third party, or from proceeds of a Community Facilities District (CFD), or a combination of both.

NOTE: With respect to all improvements required of Developer where Developer does not own the land over which such improvements are planned, Developer has the obligation pursuant to Section 8.1.3 of this Agreement to acquire such land necessary for the construction of the improvements in question.

EXHIBIT H

Form of Assignment

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Town of Loomis
3665 Taylor Road
Loomis, CA 95650
Attn: Town Clerk

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

THE VILLAGE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made by and between The Village at Loomis, LLC, a California limited liability company ("Developer"), and _____, a _____ ("Assignee").

RECITALS

1. On _____, 2017, the Town of Loomis and Developer entered into that certain "The Village Development Agreement" (the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop the Property (as that term is defined in the Development Agreement) as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Placer County on _____, 2017, as Instrument No. _____
2. Developer intends to convey a portion of the Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit 1 attached hereto and incorporated herein by this reference (the "Assigned Parcel").
3. 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:

1. Developer hereby assigns, effective as of its 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 the Property other than the Assigned Parcel.

2. 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.

3. For purposes of the timing for construction of infrastructure pursuant to Exhibit E of the Development Agreement, Assignor and Assignee agree that all construction activity within the Project shall be aggregated, regardless of ownership.

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

5. The Notice Address described in the Village Development Agreement for Developer with respect to the Assigned Parcel shall be:

6. This Agreement may be signed in identical counterparts.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of this ____ day of _____, 20__.

THE VILLAGE AT LOOMIS, LLC:

ASSIGNEE:

a _____

a _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Exhibit I

Memorandum of Development Agreement

Recording Requested by and
When Recorded Return to:

Town of Loomis
3665 Taylor Road
Loomis, CA 95650
Attn: Town Clerk

No recording fee required pursuant to Government Code Section 27383
SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT is made this ____ day
of ____, 2017, by and between the TOWN OF LOOMIS ("Town") and _____
("Developer"), collectively referred to as the "Parties."

Town and Developer are Parties to that certain "Development Agreement" dated _____
(the "Development Agreement"), the terms and conditions of which are hereby incorporated by
this reference as if set forth in full herein. The Development Agreement controls the
development of that certain real property, including improvements thereto, situated in the
County of Placer, State of California, and described as follows (the "Property"):

[See Exhibit 1]

"TOWN"

"DEVELOPER"

TOWN OF LOOMIS

THE VILLAGE AT LOOMIS, LLC

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Dated: _____

Dated: _____

ATTEST:

Crickett Strock
Town Clerk

APPROVED AS TO FORM:

Jeff Mitchell
Town Attorney