

EXHIBIT "A"
LEGAL DESCRIPTION
COLLEGE PARK NORTH

Being a portion of that Parcel of Land, as described in that certain Corporation Grant Deed filed in Book 1703 of Official Records, at Page 521, Sacramento County Records, and a portion of that Parcel of Land, as described in that certain Grant Deed filed in Book 961 of Official Records, at Page 536, said County Records, also being a portion of the east half of the northwest quarter of Section 21, Township 11 North, Range 7 East, M.D.B &M., City of Rocklin, County of Placer, State of California, more particularly described as follows:

BEGINNING at a point being the northeast corner of said northwest quarter of Section 21; thence from said **POINT OF BEGINNING** and along the east line of said northwest quarter, South 00°30'52" West, a distance of 1,310.75 feet; thence leaving said east line, through said northwest quarter, the following eight (8) arcs, courses and distances:

- 1) South 88°50'09" West, a distance of 7.01 feet;
- 2) from a radial line which bears North 78°24'01" West, along a non-tangent curve concave to the east, having a radius of 200.00 feet, southerly 42.56 feet along said curve through a central angle of 12°11'30";
- 3) South 00°35'31" East, a distance of 318.99 feet;
- 4) South 00°07'57" West, a distance of 281.55 feet;
- 5) South 00°54'32" West, a distance of 321.85 feet;
- 6) South 01°21'45" West, a distance of 30.75 feet;
- 7) South 00°10'55" West, a distance of 285.89 feet;
- 8) South 19°02'00" West, a distance of 4.96 feet to the south line of said northwest quarter;

Thence along said south line, South 89°05'00" West, a distance of 1,197.49 feet to the intersection with the easterly right-of-way line of Sierra College Boulevard dedicated to the County of Placer, as described in that certain Highway Easement Deed filed in Book 979 of Official Records, at Page 81, said County Records; thence along said easterly right-of-way line, the following three (3) courses and distances:

- 1) North 00°01'36" West, a distance of 22.80 feet;
- 2) South 89°58'24" West, a distance of 50.98 feet;
- 3) North 00°01'36" West, a distance of 31.12 feet to the southeasterly corner of the right-of-way of Sierra College Boulevard dedicated to the City of Rocklin, as described in that certain Grant Deed filed in Document No. 2009-0070798-00, said County Records;

Thence along the easterly line of last said right-of-way, the following six (6) arcs, courses and distances:

- 1) North 00°01'36" West, a distance of 132.12 feet;

EXHIBIT A-1
 PROPERTY DESCRIPTION
 COLLEGE PARK
 DEVELOPMENT AGREEMENT




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 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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- 2) from a radial line which bears South 80°48'33" East, along a non-tangent curve concave to the west, having a radius of 1,859.32 feet, northerly 65.11 feet along said curve through a central angle of 02°00'23";
- 3) North 00°37'58" West, a distance of 67.79 feet;
- 4) from a radial line which bears South 84°53'40" East, along a non-tangent curve concave to the west, having a radius of 1,851.32 feet, northerly 165.83 feet along said curve through a central angle of 05°07'56";
- 5) North 00°01'36" West, a distance of 38.63 feet to the south line of said Parcel of Land, as described in said Grant Deed filed in Book 961 of Official Records, at Page 536;
- 6) along last said south line, North 89°56'08" West, a distance of 16.01 feet to the intersection with the easterly right-of-way line of Sierra College Boulevard dedicated to the County of Placer, as described in that certain Highway Easement Deed filed in Book 990 of Official Records, at Page 656, said County Records;

Thence along last said easterly right-of-way line, North 00°01'36" West, a distance of 190.00 feet to the north line of last said Parcel of Land; thence along said north line, South 89°56'08" East, a distance of 15.33 feet; thence leaving said north line, along said easterly right-of-way line of Sierra College Boulevard dedicated to the City of Rocklin, the following two arcs, courses and distances:

- 1) North 00°01'36" West, a distance of 1,418.79 feet;
- 2) along a tangent curve concave to the east, having a radius of 14,942.00 feet, northerly 83.16 feet along said curve through a central angle of 00°19'08" to the south line of that Parcel of Land, as described in that certain Quit Claim Deed filed in Book 977 of Official Records, at Page 88, said County Records;

Thence along the south line of last said Parcel of Land, North 87°40'41" East, a distance of 199.11 feet to the southeast corner of last said Parcel of Land; thence along the east line of last said Parcel of Land, North 00°03'52" East, a distance of 350.30 feet to the northeast corner of last said Parcel of Land, also being a point on the north line of said northwest quarter;

Thence along last said north line, North 87°40'41" East, a distance of 1063.89 feet to the **POINT OF BEGINNING**.

Containing 72.467 acres, more or less.

Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83, EPOCH 2010.00, as measured between NGS point "Rocklin" and NGS point "P1200". Said bearing is taken to bear North 14°54'34 East. All distances shown hereon are ground data

END OF DESCRIPTION

May 12, 2022

David J. Brent, PLS. 9602

PREPARED BY WOOD-RODGERS, INC.
SACRAMENTO, CALIFORNIA

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BEING A PORTION OF THE LANDS DESCRIBED IN THOSE CERTAIN GRANT DEEDS FILED IN VOLUME 1214, PAGE 324 AND VOLUME 1218, PAGE 518, OFFICIAL RECORDS OF PLACER COUNTY, ALSO BEING SITUATE WITHIN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.B &M., CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE SOUTHWEST CORNER OF PARCEL 4, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED $\frac{9}{16}$ ROCKLIN EXECUTIVE OFFICE PARK $\frac{5}{8}$ FILED IN BOOK 34 OF PARCEL MAPS, PAGE 17, SAID COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE SOUTHERLY LINE OF SAID PARCEL 4, NORTH 89°29'30" EAST, A DISTANCE OF 208.71 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, ALSO BEING A POINT ON THE EASTERLY LINE OF SAID SECTION 20; THENCE ALONG SAID SECTION LINE, SOUTH 00°08'06" WEST, A DISTANCE OF 417.58 FEET; THENCE LEAVING SAID SECTION LINE AND THROUGH SAID LANDS, THE FOLLOWING TWENTY-FOUR (24) COURSES AND DISTANCES:

1. SOUTH 88°14'12" WEST, A DISTANCE OF 446.65 FEET;
2. NORTH 89°25'20" WEST, A DISTANCE OF 17.60 FEET;
3. NORTH 80°43'37" WEST, A DISTANCE OF 25.86 FEET;
4. NORTH 63°33'20" WEST, A DISTANCE OF 33.77 FEET;
5. NORTH 41°07'11" WEST, A DISTANCE OF 11.84 FEET;
6. NORTH 43°01'30" WEST, A DISTANCE OF 21.37 FEET;
7. NORTH 24°35'24" WEST, A DISTANCE OF 33.79 FEET;
8. NORTH 20°49'48" WEST, A DISTANCE OF 34.24 FEET;
9. NORTH 72°07'22" WEST, A DISTANCE OF 16.21 FEET;
10. NORTH 43°33'51" WEST, A DISTANCE OF 27.67 FEET;
11. NORTH 12°39'11" EAST, A DISTANCE OF 22.42 FEET;
12. NORTH 38°06'54" EAST, A DISTANCE OF 26.92 FEET;
13. NORTH 59°29'19" EAST, A DISTANCE OF 26.03 FEET;
14. NORTH 47°29'53" EAST, A DISTANCE OF 42.11 FEET;
15. NORTH 16°32'33" EAST, A DISTANCE OF 36.10 FEET;
16. NORTH 25°32'48" EAST, A DISTANCE OF 36.83 FEET;
17. NORTH 03°34'03" EAST, A DISTANCE OF 25.96 FEET;
18. NORTH 06°11'45" WEST, A DISTANCE OF 18.77 FEET;
19. NORTH 13°24'00" WEST, A DISTANCE OF 27.22 FEET;
20. NORTH 04°45'49" WEST, A DISTANCE OF 16.72 FEET;
21. NORTH 32°54'19" EAST, A DISTANCE OF 28.12 FEET;
22. NORTH 53°50'52" EAST, A DISTANCE OF 31.35 FEET;
23. NORTH 41°32'12" EAST, A DISTANCE OF 40.75 FEET;
24. NORTH 00°47'57" EAST, A DISTANCE OF 53.81 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED FILED AS VOLUME 1206, PAGE 222, SAID COUNTY RECORDS;

THENCE ALONG THE EAST LINE OF LAST SAID LANDS, NORTH 00°27'02" EAST, A DISTANCE OF 316.50 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF ROCKLIN ROAD AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 10 OF SURVEYS, PAGE 20, SAID COUNTY RECORDS; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 88°55'43" EAST, A DISTANCE OF 232.28 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED PARCEL MAP; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE WEST LINE OF SAID PARCEL MAP THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 00°07'14" WEST, A DISTANCE OF 182.75 FEET;
2. SOUTH 00°09'25" WEST, A DISTANCE OF 207.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.253 ACRES, MORE OR LESS.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH 2010.00, AS MEASURED BETWEEN NGS POINT "ROCKLIN" AND NGS POINT "P1200". SAID BEARING IS TAKEN TO BEAR NORTH 14°54'34" EAST. ALL DISTANCES SHOWN HEREON ARE GROUND DATA

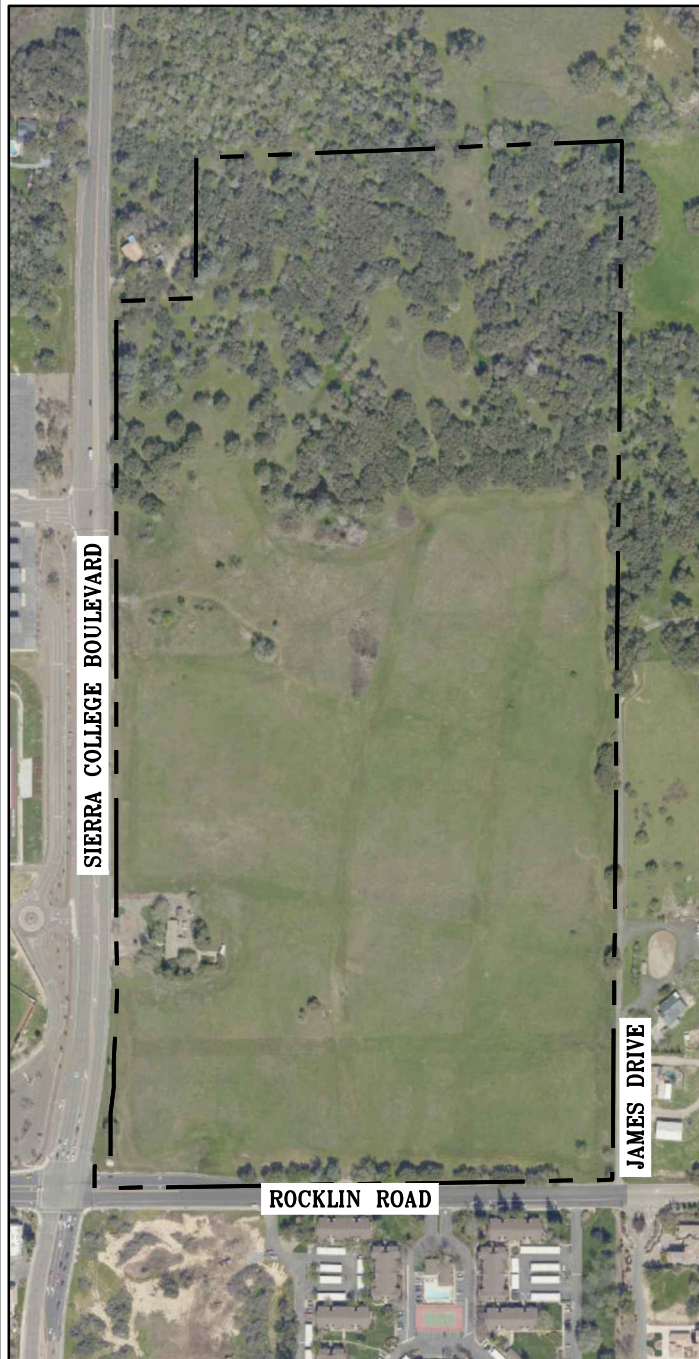
END OF DESCRIPTION
MAY 28, 2021
DENNIS L. BARBER, PLS. 8067

PREPARED BY WOOD-RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-1
PROPERTY DESCRIPTION
COLLEGE PARK
DEVELOPMENT AGREEMENT




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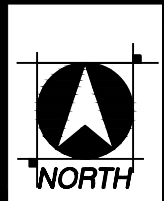
COLLEGE PARK NORTH



COLLEGE PARK SOUTH

NOT TO SCALE

EXHIBIT A-2
 DIAGRAM OF PROPERTY
 COLLEGE PARK DEVELOPMENT AGREEMENT



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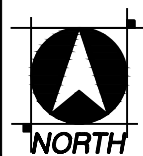
COLLEGE PARK NORTH

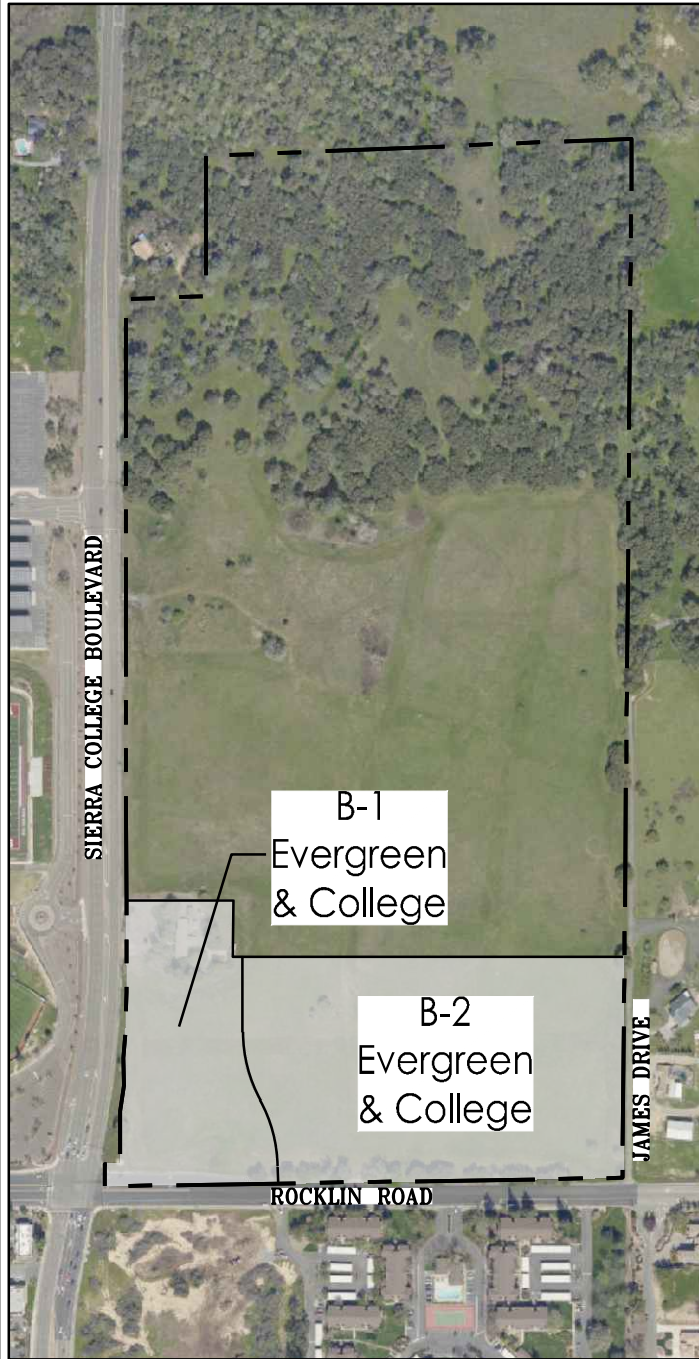


COLLEGE PARK SOUTH

NOT TO SCALE

EXHIBIT A-3
 PROJECT PORTIONS TO BE CONVEYED
 BY COLLEGE
 COLLEGE PARK DEVELOPMENT AGREEMENT





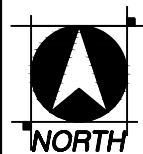
COLLEGE PARK NORTH

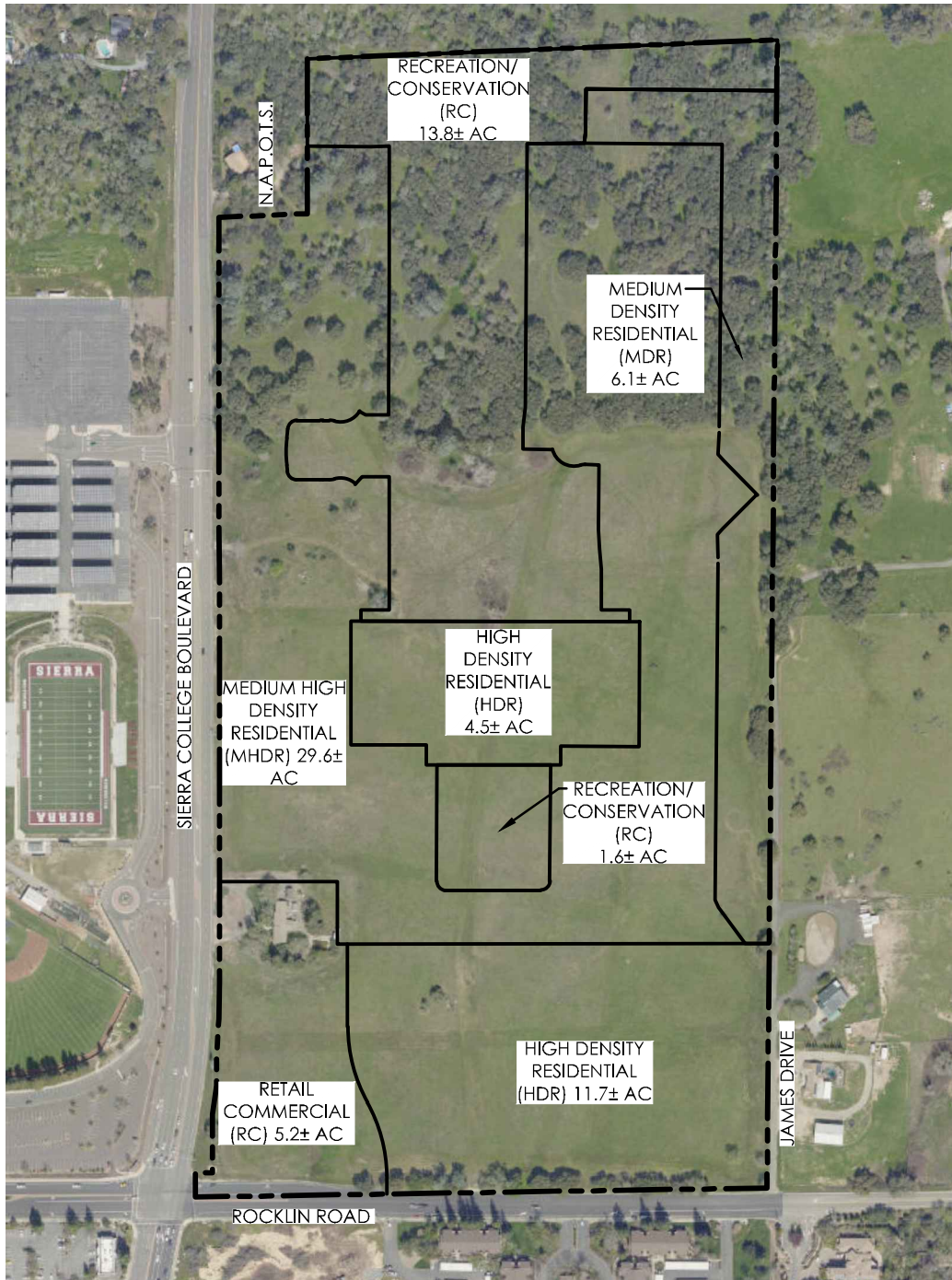


COLLEGE PARK SOUTH

NOT TO SCALE

EXHIBIT A-4
 PROJECT PORTIONS TO BE DEVELOPED
 OR CO-DEVELOPED BY COLLEGE
 COLLEGE PARK DEVELOPMENT AGREEMENT





GENERAL PLAN DESIGNATIONS	PROPOSED ACREAGE
RECREATION/CONSERVATION (R/C)	15.4±
RETAIL COMMERCIAL (RC)	5.2±
HIGH DENSITY RESIDENTIAL (HDR)	16.2±
MEDIUM HIGH DENSITY RESIDENTIAL (MHDR)	29.6±
MEDIUM DENSITY RESIDENTIAL (MDR)	6.1±
TOTAL	72.5±

NOT TO SCALE

EXHIBIT B-1
 APPROVED LAND USES - NORTH VILLAGE
 COLLEGE PARK DEVELOPMENT AGREEMENT



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GENERAL PLAN DESIGNATIONS	PROPOSED ACREAGE
RECREATION/CONSERVATION (R/C)	14.7±
BUSINESS PROFESSIONAL/COMMERCIAL (BP/C)	9.0±
HIGH DENSITY RESIDENTIAL (HDR)	7.3±
MEDIUM DENSITY RESIDENTIAL (MDR)	4.8±
TOTAL	35.8±

NOT TO SCALE

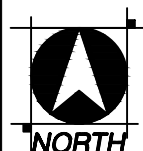
EXHIBIT B-2
APPROVED LAND USES - SOUTH VILLAGE
COLLEGE PARK DEVELOPMENT AGREEMENT



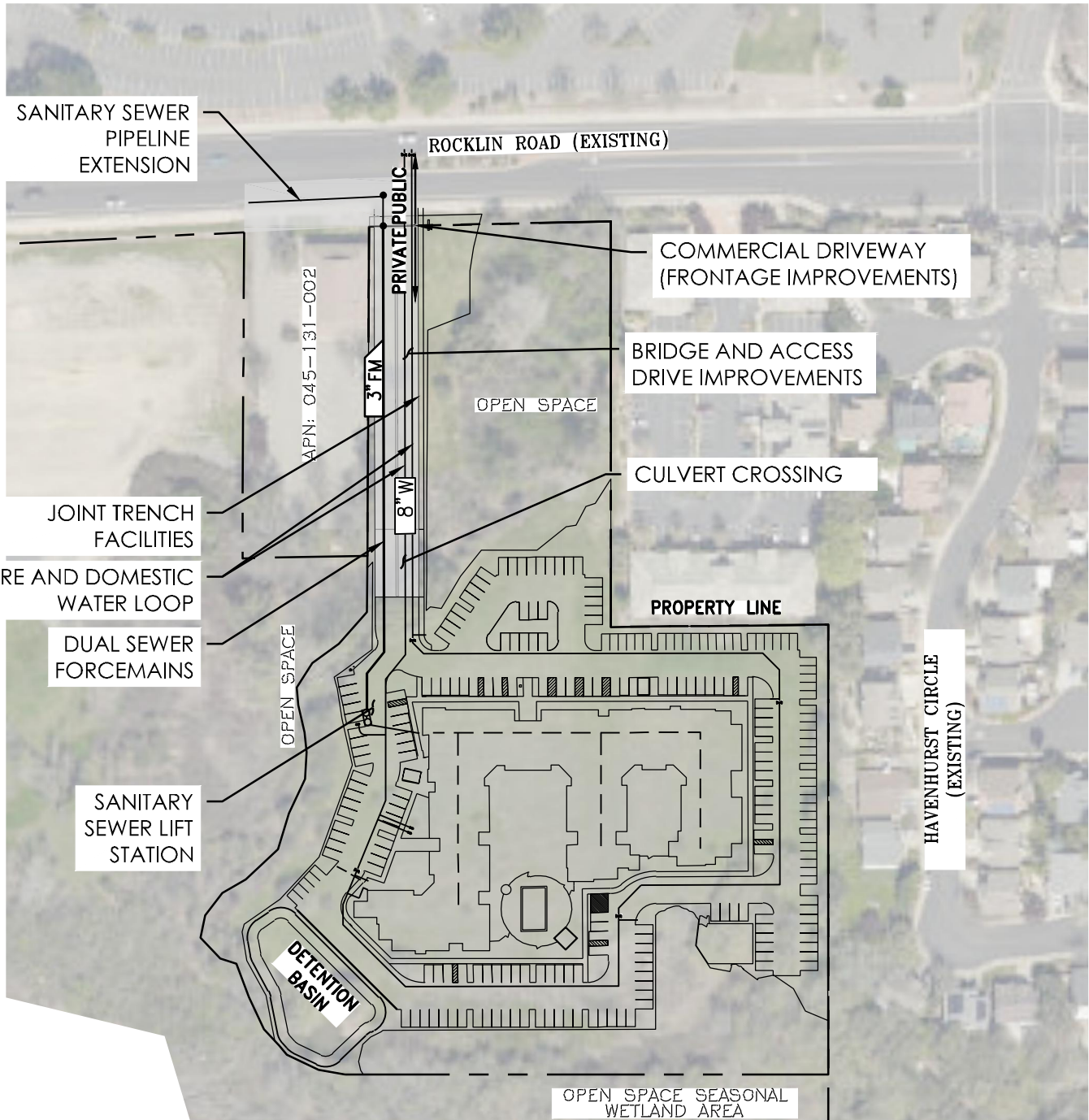


NOT TO SCALE

EXHIBIT C-1
AFFORDABLE PARCEL
(PARCEL C-2 EAST)
COLLEGE PARK DEVELOPMENT AGREEMENT

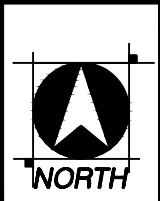



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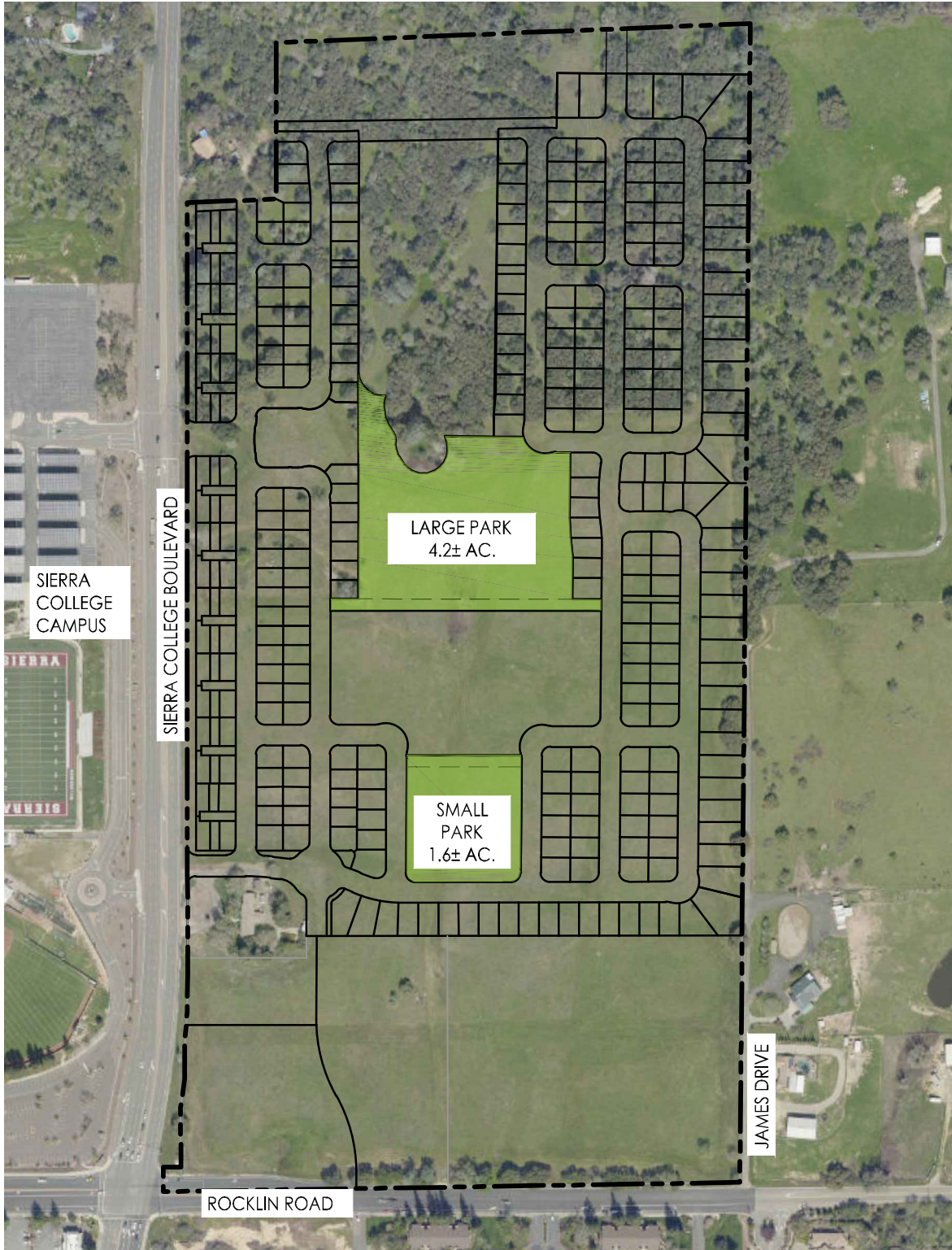


NOT TO SCALE

EXHIBIT C-2
 ACCESS IMPROVEMENTS FOR
 AFFORDABLE PARCEL
 COLLEGE PARK DEVELOPMENT AGREEMENT

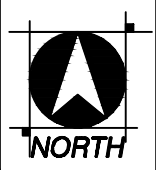


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NOT TO SCALE

EXHIBIT D-1
LARGE PARK AND SMALL PARK
COLLEGE PARK DEVELOPMENT AGREEMENT

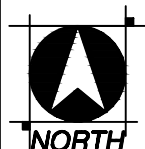


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SEE FOLLOWING 4 PAGES
(SHEETS 1-4)

NOT TO SCALE

EXHIBIT D-2
LARGE PARK PLAN
COLLEGE PARK DEVELOPMENT AGREEMENT




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BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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NEIGHBORHOOD "NATURAL" PARK PLAN

CURRENT BUDGET

LEGEND

- Natural/Native Meadow Planting Area
- Open Turf Area
- Asphalt EVA
- Concrete Trail
- DG or Gravel Trail
- Fallow Area
Erosion control planting
and salvaged boulders
- Natural Area w/ Existing
Oak Groves
Trails as shown, existing
vegetation to remain



SCALE: 1"=50'
0 50' 100'



PRELIMINARY DESIGN REVIEW
JULY 2, 2021

LARGE 'NATURAL'
NEIGHBORHOOD PARK

L1.0

NEIGHBORHOOD PARK CONCEPT IMAGES



OAK / NATURAL AREA PARK PRECEDENT IMAGE



ROCKLIN BOULDER OUTCROPS



OPEN LAWN GLADES



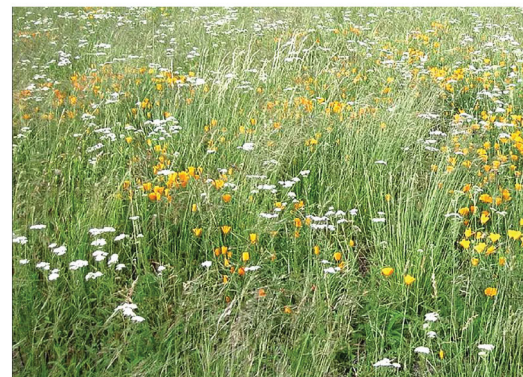
ROCKLIN BOULDER OUTCROPS / PLANTING



WALKING TRAILS



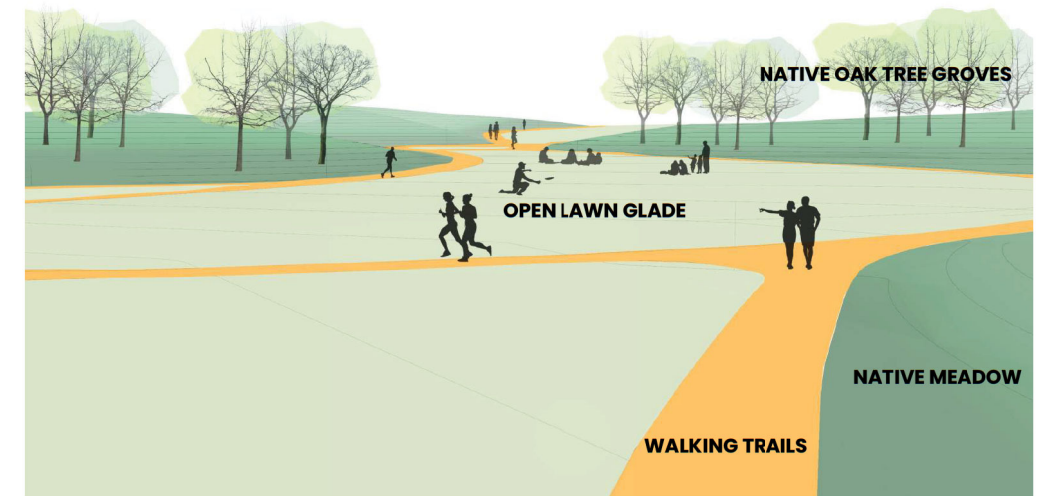
PLAYGROUND



NATIVE MEADOW PLANTING AREA



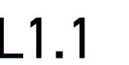
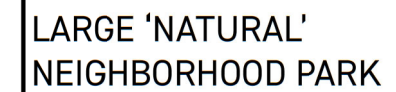
PARK 3D MODEL DIAGRAM VIEW OF OPEN LAWN GLADE, TRAILS AND TOPOGRAPHY



PARK 3D MODEL DIAGRAM VIEW OF OPEN LAWN GLADE, TRAILS AND TOPOGRAPHY



PARK 3D MODEL DIAGRAM VIEW OF OPEN LAWN GLADE, TRAILS AND TOPOGRAPHY



NEIGHBORHOOD PARK PLAYGROUND



NEIGHBORHOOD PARK PLAYGROUND CONTEXT VIEW
VIEW "A" LOOKING FROM THE RECREATION CENTER ENTRANCE LOOKING EAST



NEIGHBORHOOD PARK PLAYGROUND CONTEXT VIEW
VIEW "B" LOOKING FROM SAND PLAY AREA LOOKING WEST



NEIGHBORHOOD PARK – PLAYGROUND STRUCTURES



College Park
Rocklin, CA
Prepared for: Atlas Lab

Prepared By
Karl Maniglia
Sales Account Manager
Miracle PlaySystems Inc.
karl@miracleplaygroup.com
(916)317-0545



Creating Fun Play Environments to Enrich Communities

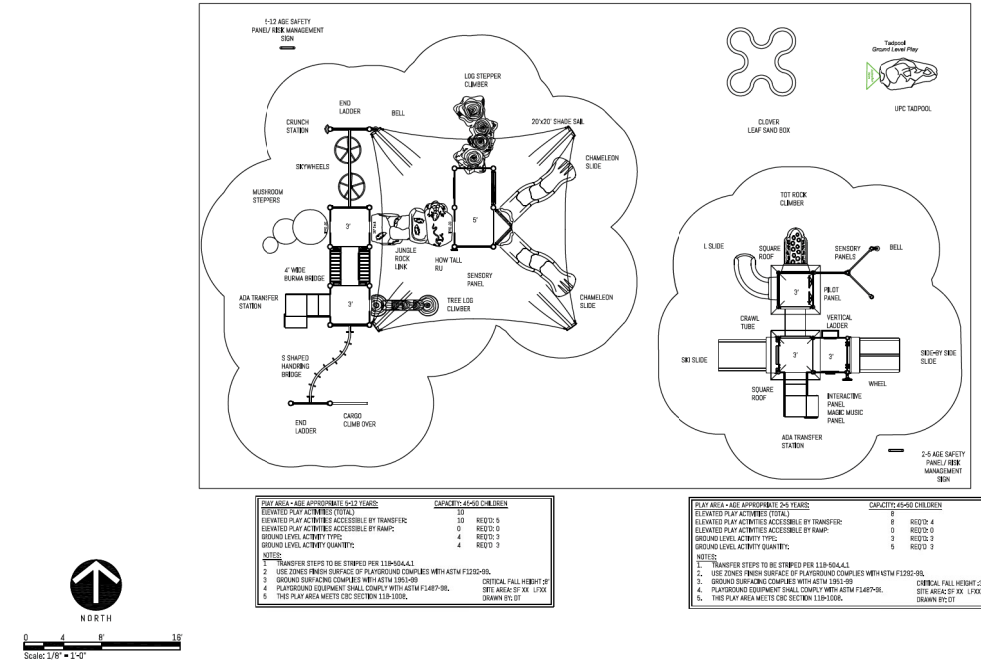
NEIGHBORHOOD PARK PLAYGROUND MIRACLE PLAYSYSTEMS CONCEPT DESIGN PACKAGE



*Colors shown in rendering is for illustrative purposes only. Actual color and pattern may vary slightly.

04/21/2021
21_0566_College_001

Creating Fun Play Environments to Enrich Communities



04/21/2021
21_0566_College_001

Creating Fun Play Environments to Enrich Communities

NEIGHBORHOOD PARK PLAYGROUND SAND/WATER PLAY

Ruby Falls

ADA Accessible Water Feature

Plan View - Use Zone
Scale: 1/8" = 1'-0"

Surfacing - shown partially transparent for clarity. Rubber surfacing suggested for ADA Accessibility. 12" of Part designed to be below finish grade. Footing not required.

Wheelchair Access shown in Green

Notes:

- Material = Polyfluorocore
- Finish/Texture = light sandblast
- Concrete Color = Beige
- Sealer = Acrylic Concrete Sealer

Water exits onto part facing down into small cave. Sand not able to travel to Valve system.

Mechanical Activator - no elect. needed. Same activator as used on outdoor showers. 8-10 seconds of water upon release of valve.

1/2" galvanized pipe

Water line attached to cast-in 1/2" gelv. pipe. Pipe exits part horizontally, at back of small cave. Plumbing may be attached after part is installed.

Mud Puddle is intended for drain away use. Recirculating system not included with part. Knowledge of local conditions necessary to design adequate drainage of water.

Part Name:	Ruby Falls	Height:	8'-11"	Age Group:	2-12
Part Number:	13002	Length:	6'-10"	Lifting:	2 x Straps
Weight:	10,500 lbs	Width:	5'-6"	Revision:	2-2010

UPC Parks
www.upcparks.com
530.605.2664

Mud Puddle

Plan View - Use Zone
Scale: 1/8" = 1'-0"

Install with Straps (2) though sling slots at base. Install with Crane or other suitable equipment.
1 1/2" Sand - shown partially transparent for clarity. If Rubber surfacing used - recess footing to depth shown. Footing not required.

Notes:

- Material = Polyfluorocore
- Finish/Texture = light sandblast
- Concrete Color = Beige
- Sealer = Acrylic Concrete Sealer

Water exits part facing down into small cave. Sand not able to travel to Valve system.

Mechanical Activator - no elect. needed. Same activator as used on outdoor showers. 8-10 seconds of water upon release of valve.

1/2" galvanized pipe

Water line attached to cast-in 1/2" gelv. pipe. Pipe exits part horizontally, at back of small cave. Plumbing may be attached after part is installed.

Mud Puddle is intended for drain away use. Recirculating system not included with part.

Part Name:	Mud Puddle	Height:	3'-9"	Age Group:	2-12
Part Number:	13001	Length:	9'-11"	Lifting:	2 x Straps
Weight:	5,500 lbs.	Width:	4'-11"	Revision:	2-2010

UPC Parks
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530.605.2664



PRELIMINARY DESIGN REVIEW
JULY 2, 2021

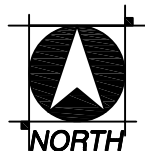
LARGE 'NATURAL'
NEIGHBORHOOD PARK

L1.3

SEE FOLLOWING PAGE
(SHEET 1)

NOT TO SCALE

EXHIBIT D-3
SMALL PARK PLAN
COLLEGE PARK DEVELOPMENT AGREEMENT



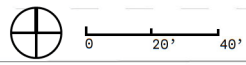

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NEIGHBORHOOD PARK PLAN - "URBAN" PARK



KEYNOTES

1. FUTURE PARK SIGN LOCATION
2. POLLINATOR PLANTS
3. DECOMPOSED GRANITE PAVING
4. ROCK OUTCROP SEAT WALLS
5. LARGE OAK TREES
6. TURF AREA
7. PREFERRED BOUNDARY FOR UNDERGROUND VAULT
8. PARK BENCH
9. PICNIC & BBQ AREA
10. BASKETBALL HALF COURT
11. GARDEN AND SEATING AREA
12. SHADED SEATING AREA
13. SMALL DOG PARK (0.12 AC)
14. LARGE DOG PARK (0.17 AC)
15. DRINKING FOUNTAIN
16. DRINKING FOUNTAIN WITH DOG BOWL



PARK PLAN



KEYNOTES

1. POLLINATOR PLANTS
2. TURF AREA
3. PICNIC & BBQ AREA
4. SHADED SEATING AREA
5. BASKETBALL HALF COURT
6. ROCK OUTCROP SEAT WALLS
7. GARDEN AND SEATING AREA
8. DOG PARK

CONCEPT AERIAL SKETCH

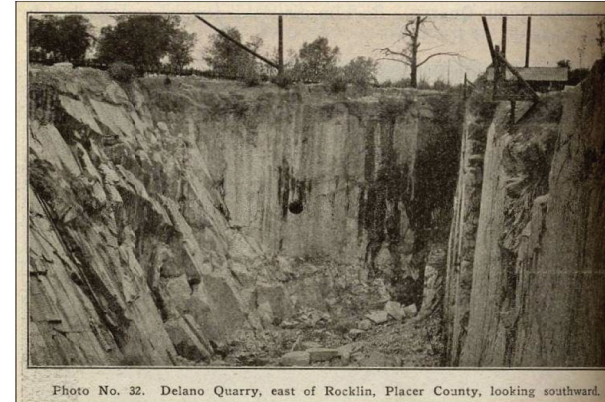
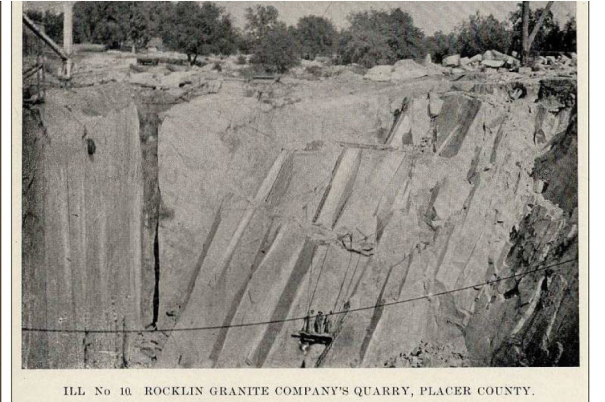


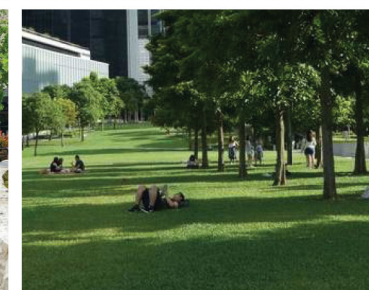
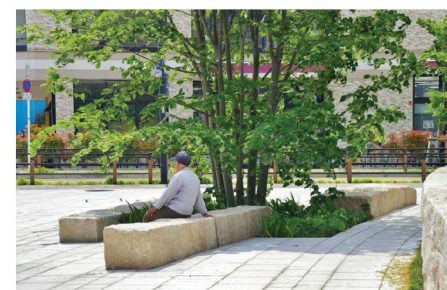
Photo No. 32. Delano Quarry, east of Rocklin, Placer County, looking southward.



ILL. No. 10. ROCKLIN GRANITE COMPANY'S QUARRY, PLACER COUNTY.



LOCAL HISTORIC QUARRY AND ORCHARD PRECEDENT IMAGES



PARK PRECEDENT IMAGES



PRELIMINARY DESIGN REVIEW
JULY 2, 2021

SMALL 'URBAN'
NEIGHBORHOOD PARK

L2.0

EXHIBIT "D-4 TURN KEY AGREEMENT FORM"

Recording Requested by
and Return to:

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Subdivision Name: _____
Subdivision No.: _____
Recorded at: Book _____ of Maps, at Page
_____, Placer County Recorder
Principal: _____
Effective Date: _____

SUBDIVISION IMPROVEMENT AGREEMENT - TURN-KEY PARK
[PROJECT NAME] Neighborhood Park Site
[PARCEL]

This Subdivision Improvement Agreement – Turn-Key Park ("Agreement") for the design, improvement, and dedication of the [INSERT PARK NAME] neighborhood park is entered into by and between the City of Rocklin, hereinafter called "City," and [INSERT DEVELOPER NAME], hereinafter called "Principal," on this ____ day of _____, 2022.

RECITALS

1. Principal has received approval from City of land use entitlements consisting of a General Plan Amendment, Rezoning, Large Lot Tentative Subdivision Map and Small Lot Tentative Subdivision Map (collectively, the "Entitlements") for the project commonly known as [PROJECT NAME] (GPA-2022-, Z-2022-, SD-2022-, SD-2022-) (the "Project"). Principal has agreed to enter into an agreement for the design, improvement and dedication of the neighborhood park located in [insert location] as more particularly shown as the "Park Site" on Exhibit A attached hereto (the "Park Site").
2. Principal is willing to execute this Agreement in order to fulfill its agreement with the City.
3. The authority for this Agreement is the Subdivision Map Act (the "Map Act") (Government Code section 66410 et seq.) and Title 16 of the Rocklin Municipal Code ("Title 16").

EXHIBIT "D-4 TURN KEY AGREEMENT FORM"

AGREEMENT

4. Irrevocable Offer of Dedication.

Concurrent with the execution of this Agreement, Principal shall make an Irrevocable Offer of Dedication to City of [LOT(S) WHERE PARK IS LOCATED].

5. Approval of Plans.

Principal shall prepare and submit to the Rocklin Community Services & Facilities Director for approval improvement plans for the Park Site in substantial compliance with the approved design attached hereto as Exhibit A, [PROJECT NAME] Neighborhood Park Master Plan, and in accordance with the requirements of the Map Act, Title 16, and the Standard Specifications of the City, where applicable. Cost of preparation of the improvement plans shall be borne by Principal. Park improvement plans shall be completed no later than 6 months after the date of this Agreement.

6. Improvements.

A. Prior to commencing construction of park improvements, Principal shall complete and submit to the City a Phase 1 preliminary site assessment for the Park Site. If the site assessment identifies any physical conditions or defects in the property which would interfere with its use as a park, as determined by City in its sole discretion, Principal shall complete a supplemental assessment and remedy any such physical condition or defect, to the satisfaction of the City.

B. Principal agrees to complete all the works of park improvements shown on the attached Exhibit A ([PROJECT NAME] Neighborhood Park Master Plan) (the "Improvements"). All work will be completed in accordance with the improvement plans approved by the City. Principal shall comply with all applicable prevailing wage statutes, rates, and regulations in completing the Improvements.

C. Principal shall commence construction of the Improvements no later than [INSERT DATE] and shall complete the Improvements within nine (9) months thereof.

7. Acceptance of Improvements upon Completion. Upon satisfactory completion of the Improvements in accordance with the approved improvement plans, City agrees to accept the irrevocable offer of dedication for [PARK SITE PARCEL] and the Improvements subject to the provisions of Paragraph 9 (Warranty) hereof.

8. Notice Regarding Construction. Principal shall notify the City Engineer and the Public Services Director 48 hours prior to commencement of construction of the Improvements.

EXHIBIT "D-4 TURN KEY AGREEMENT FORM"

9. **Warranty.** Principal agrees to remedy any defects in the Improvements arising from faulty or defective design or construction of said Improvements occurring within one (1) year after the Notice of Completion is approved and the public work is accepted by the City Council.

10. **Maintenance Obligation.** Following the City's acceptance of the Improvements, the City shall assume the responsibility for all maintenance, repair, and operations of the park, except that any repairs required to remedy any defects in the Improvements arising from faulty or defective design or construction of said Improvements occurring during the one (1) year warranty period shall be the responsibility of Principal as stated in Section 9 above.

10. **Indemnity and Hold Harmless.** Principal agrees to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorneys fees and litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Principal, any subcontractor of Principal, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of City. Lack of insurance coverage does not negate Principal's obligation under this paragraph or this Agreement.

11. **Delay.** If the construction of the Improvements shall be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

12. **Security.** Concurrent with the execution of this Agreement, Principal shall furnish to City security to ensure the faithful performance of all duties and obligations of Principal herein contained. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. Such security shall be in the following amounts for the following purposes:

(a) **Performance:** One hundred percent (100%) of the estimated cost of Improvements required by this Agreement that have not been completed as of the date this Agreement is executed which estimated cost is in the amount of [AMOUNT] (\$[AMOUNT]).

(b) **Payment of Labor and Materials:** One hundred percent (100%)

EXHIBIT "D-4 TURN KEY AGREEMENT FORM"

of the estimated cost of the Improvements required by this Agreement, as set forth in Paragraph (a) immediately preceding, securing payment to the contractor of improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.

(c) **Warranty:** The amount of [AMOUNT] (\$[AMOUNT]) (20% of the estimated cost of the Improvements) to guarantee and warrant the Improvements for a period of one (1) year following the completion and acceptance of the Improvements against any defects in the Improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the Improvements, but must be provided prior to their acceptance.

13. **Irrevocability of Security.** The improvement security furnished pursuant to Paragraph 12 shall be irrevocable, shall not be limited as to time (except as to the 1-year period specified in Paragraph 12(c)), and shall provide that it shall be released, in whole or in part, only upon the written approval of the Public Services Director or his delegate.

14. **Actions.** At City's option, any action by any party to this Agreement, or any action concerning the security furnished pursuant to Paragraph 12, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

15. **Inspection; Release of Security for Faithful Performance.** Principal may, from time to time, request the Public Services Director to inspect the Improvements as they progress. The Public Services Director may, at his/her option, if (s)he finds the work to be in accordance with the Standard Specifications, accept so much of that work as is completed, and authorize a release of the security provided pursuant to Paragraph 12(a) provided, however, that in no event shall he authorize the release of more than eighty (80%) of the improvement security until all the work has been completed and accepted.

16. **Release of Remaining Security for Faithful Performance: Warranty.** At the conclusion of the construction of the Improvements, approval of a Notice of Completion, and acceptance of the public work by the City Council, the Public Services Director shall authorize the release of the security provided pursuant to Paragraph 12(a) upon the furnishing of the warranty security as required by Paragraph 12(c).

17. **Release of Security Where Other Agency Approval Required.** Notwithstanding Paragraphs 15 and 16, where any portion of the Improvements is subject to approval by another agency, no release of security equal to the value of those improvements shall be made until the work is completed to the satisfaction of such other agency. Such other agency shall have two (2) months after

EXHIBIT "D-4 TURN KEY AGREEMENT FORM"

completion of the performance of the obligation in which to register satisfaction or dissatisfaction. If at the end of that period it has not registered satisfaction or dissatisfaction, it shall be conclusively deemed that the performance of the obligation was done to its satisfaction.

18. Release of Labor and Materials Security. Ninety (90) days after a notice of completion is filed with respect to the Improvements, the Public Services Director may authorize the release of the security given to secure payment for labor and materials as provided in Paragraph 12(b) of this Agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the Public Services Director may release so much of such security as is in excess of the total of the claims made against it.

19. Insurance.

A. Principal shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this Agreement and the results of that work by Principal, its agents, representatives, employees, or subcontractors. All coverage available to the Principal as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Principal shall provide to City the full policy limits of Principal's insurance, with coverage at least as broad as, and limits no less than, the following:

1. General Liability. Principal shall maintain in full force and effect a policy of commercial general liability insurance (Insurance Services Office Form CG 00 01) with limits no less than the following: two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, advertising injury, products and completed operations, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement/project/location (ISO CG 25 03 or 25 04), or the general aggregate limit shall be twice the required occurrence limit.

2. Worker's Compensation and Employer's Liability Insurance. Principal shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Principal may have for worker's compensation. Principal shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. If Principal has no employees, Principal must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

EXHIBIT "D-4 TURN KEY AGREEMENT FORM"

3. Automobile. Principal shall maintain in full force and effect a policy of commercial automobile liability insurance (Insurance Services Office Form CG 00 01 Code 1 (any auto) or if Principal has no owned autos, covering hired (Code 8) and non-owned autos (Code 9)), with limits no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage.

4. Professional Liability (Errors and Omissions). Principal shall maintain in full force and effect and for at least five years after completion of the Principal's service Professional Liability (Errors and Omissions) Insurance appropriate to the Principal's profession and services provided under the Agreement, with a limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Principal maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Principal. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Principal engages a subcontractor(s) to provide any professional services to complete Principal's obligations under this Agreement, Principal's subcontractors shall maintain Professional Liability (Errors and Omissions) Insurance with, at a minimum, the same standards, limits, and terms required of Principal under this Agreement.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Principal including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Principal's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

2. Primary Coverage. For any claims related to this contract, the Principal's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Principal's insurance and shall not contribute with it.

EXHIBIT "D-4 TURN KEY AGREEMENT FORM"

3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed except with 30 days' written notice to the City, with ten days' for notice of cancellation due to non-payment.

4. Acceptability of Insurers. The insurance company or companies providing Principal the coverages required by this Agreement shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent acceptable to City.

5. Waiver of Subrogation. Principal hereby grants to City a waiver of any right to subrogation which any insurer of said Principal may acquire against the City by virtue of the payment of any loss under such insurance. Principal agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

6. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. The City may require the Principal to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7. Claims Made Policies. If any of the required policies for liability insurance provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Principal must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

C. Failure to Maintain Insurance Coverage. If Principal, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Principal resulting from the breach. Alternatively, City may purchase the required insurance coverage, and without further notice to Principal, City may deduct from the sums due to Principal any premium costs advanced by City for the insurance.

EXHIBIT "D-4 TURN KEY AGREEMENT FORM"

D. Subcontractors. Principal shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

E. Verification of Coverage. Principal shall furnish City with original certificates and amendatory endorsements effecting coverage required by this Agreement. Principal shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the commercial general liability policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Principal's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

Principal shall replace certificates of insurance for policies expiring prior to completion of the work under the Agreement, and shall continue to furnish certificates for five years beyond the Agreement terminate date, when the Principal has a claims made form of insurance.

F. Worker's Compensation and Employee Liability Insurance Endorsements. The worker's compensation and employee's liability insurance are to contain, or be endorsed to contain, the following provisions:

1. The insurance company waives any right of subrogation against the City, its officers, employees, and volunteers, which might arise by reason of any payment by the insurance company in connection with work performed by Principal under this Agreement.

2. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by certified mail, return receipt requested, to City.

G. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

20. Failure of Performance. In the event Principal fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall have recourse against so much of the security as is necessary to discharge the responsibility of Principal hereunder. City shall

EXHIBIT "D-4 TURN KEY AGREEMENT FORM"

have recourse against Principal for any and all amounts necessary to complete the obligations of Principal in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the park improvements, shall be a proper charge against the security and/or Principal.

21. **Attorney's Fees.** If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

22. **Agreement Binding on Successors, Etc.** This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.

23. **Subdivision Map Act Controlling.** To the extent any provision of this Agreement conflicts with any provision of the Map Act, and the Map Act applies, the applicable provision of such Map Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

CITY OF ROCKLIN

By: _____

EXHIBIT "D-4 TURN KEY AGREEMENT FORM"

Aly Zimmermann, City Manager

PRINCIPAL

(Name of Principal)

By: _____
(Signature)

(Type Name)

(Type Title)

APPROVED AS TO FORM:

Sheri Chapman
City Attorney

ATTEST:

Hope Ithurburn
City Clerk

EXHIBIT "D-4 TURN KEY AGREEMENT FORM"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Placer)

On this _____ day of _____, 20____, before me
_____, notary public,

(Notary Name and Title)

personally appeared _____
_____ who

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

My Commission Expires: _____

Notary Public in and for said county and state

(SEAL)

EXHIBIT "D-4 TURN KEY AGREEMENT FORM"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Placer)

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personally appeared _____
_____ who

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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My Commission Expires: _____

Notary Public in and for said county and state

(SEAL)

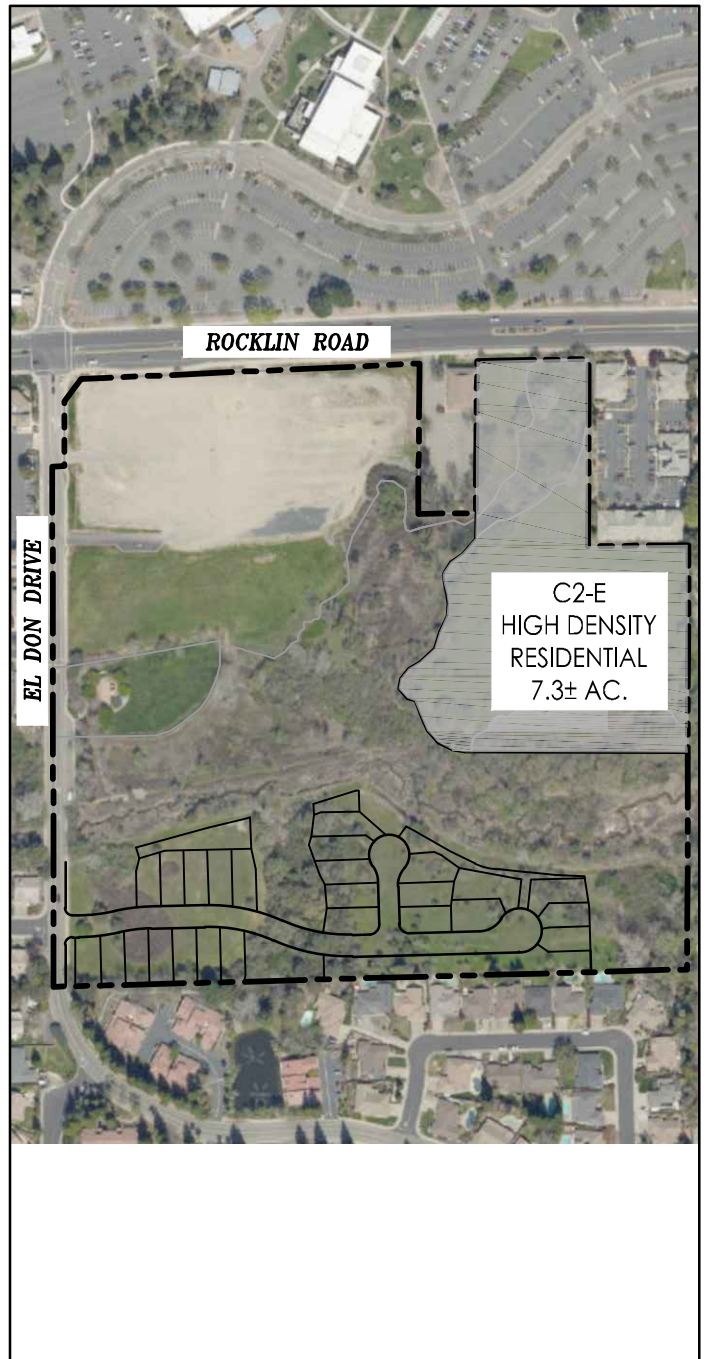
EXHIBIT "D-4 TURN KEY AGREEMENT FORM"

EXHIBIT A

Park Master Plan



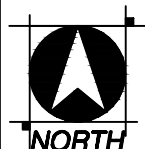
COLLEGE PARK NORTH



COLLEGE PARK SOUTH

NOT TO SCALE

EXHIBIT D-5
 PARCELS B-2 AND C-2 EAST
 COLLEGE PARK DEVELOPMENT AGREEMENT

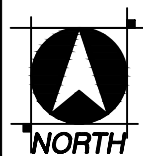


WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 4670 WILLOW ROAD, STE 125 TEL 925.847.1556
 PLEASANTON, CA 94588 FAX 925.847.1557



NOT TO SCALE

EXHIBIT E-1
DRAINAGE AND RECREATION EASEMENT
COLLEGE PARK DEVELOPMENT AGREEMENT

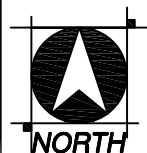



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
4670 WILLOW ROAD, STE 125 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

SEE FOLLOWING 14 PAGES
(SHEETS 1-14)

NOT TO SCALE

EXHIBIT E-2
GRANT OF DRAINAGE AND RECREATION
EASEMENT AND ACCOMPANYING AGRMT.
COLLEGE PARK DEVELOPMENT AGREEMENT




WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
4670 WILLOW ROAD, STE 125 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:
City Clerk
City of Rocklin
P. O. Box 1138
Rocklin, CA 95677

15143
OFFICIAL RECORDS
REQUESTED BY

CITY OF ROCKLIN
88 MAR 28 AM 11:20

MARY ANN HULSE
PLACER CO RECORDER

15143 NO FEE REQUIRED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

City of Rocklin
P. O. Box 1138
Rocklin, CA 95677

DOCUMENTARY TRANSFER TAX \$ 0
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Sierra Community College District

hereby GRANT(S) to

City of Rocklin

the real property in the City of ROCKLIN
County of PLACER

, State of California, described as

AN EASEMENT for storm drainage facilities and appurtenances, together with the right to operate, maintain, install and replace such facilities as may from time to time be deemed necessary by the Grantee over, under and across a portion of Section 20, T 11 N, R 7 E, M.D.B. & M. and described as follows:

BEGINNING at a point on the east line of that parcel of land described in that deed to the City of Rocklin recorded in Volume 2533, at Page 701, Placer County Official Records, from whence the southwest corner of said parcel bears S 00°19'22" W 664.85 feet; Thence, along the following six (6) courses:
1) N 80°54'30" E 336.43 feet, 2) S 77°44' E 353.06 feet, 3) S 22°18'30" E
4) N 86°32' W 165.14 feet, 5) S 78°24' W 571.84 feet and 6) N 05°42' W 323.45 feet to the point of beginning, containing 4.43 acres, more or less.

SIERRA COMMUNITY COLLEGE DISTRICT

Dated March 7, 1988

[Signature]

STATE OF CALIFORNIA
COUNTY OF _____

ss.

On _____
before me, the undersigned, a Notary Public in and for said
State, personally appeared _____

known to me to be the person _____ whose name _____
subscribed to the within instrument and acknowledged that
_____ executed the same.

WITNESS my hand and official seal.

Signature _____

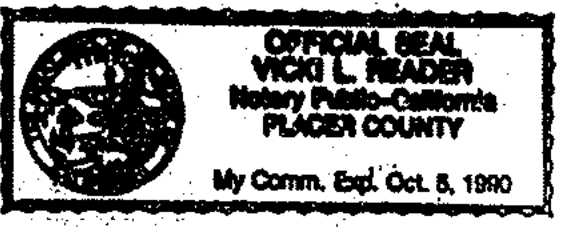
(This area for official notarial seal)

BK3373 PG220

STATE OF CALIFORNIA
COUNTY OF PLACER

Vicki L. Reader

On this 7 day of March, 1988 before me, ~~Vicki L. Reader~~, a Notary Public for the State of California, personally appeared Gerald C. Angove, known to me to be the Secretary of the Board of Trustees of the Sierra Community College School District and acknowledged to me that the Board of Trustees of the sierra Community College School District executed it.



Vicki L. Reader

Notary Public in and for the County of Placer, State of California.
My commission expires ~~September 5, 1987~~



RESOLUTION NO. 88-82

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN ACCEPTING AND DIRECTING THE
CITY CLERK TO RECORD GRANT OF EASEMENT FOR
DRAINAGE BASIN FROM SIERRA COLLEGE

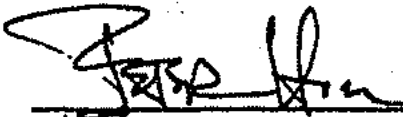
BE IT RESOLVED by the City Council of the City of
Rocklin as follows:

Section 1. The City Council of the City of Rocklin
hereby accepts the Grant of Easement for drainage basin from
Sierra College in the form attached hereto as Exhibit A and
by this reference incorporated herein.

Section 2. The City Clerk is hereby directed to record
the Grant of Easement in the Office of the Placer County
Recorder.

PASSED AND ADOPTED this 8th day of March, 1988, by the
following roll call vote:

AYES:	Councilmembers:	Lund, Mitchell, Huson, Dominguez, Hill
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None



Mayor

ATTEST:


City Clerk

CERTIFICATION OF RESOLUTION NO. 88-82

I hereby certify that the foregoing is a full, true
and correct copy of Resolution No. 88-82, passed
and adopted by the City Council of Rocklin at a regular
meeting thereof, held 8 March 1988


City Clerk of the City of Rocklin

BK3373 PG222

When recorded, return to:

City Clerk, City of Rocklin
P.O. Box 1138
Rocklin, CA 95677

15144
OFFICIAL RECORDS
REQUESTED BY

CITY OF ROCKLIN

88 MAR 28 AM 11:25

MARY ANN HULSE
PLACER CO RECORDER

15144 NO FEE REQUIRED

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AGREEMENT GRANTING AN EASEMENT TO THE
CITY OF ROCKLIN FOR DRAINAGE,
INCLUDING A DRAINAGE DETENTION BASIN

This agreement made and entered into on the 7th day of
March, 1988, by and between SIERRA JOINT COMMUNITY
COLLEGE DISTRICT, hereinafter referred to as "DISTRICT", and
the CITY OF ROCKLIN, hereinafter referred to as "CITY".

WHEREAS, CITY has adopted a drainage plan for the
property adjacent to and including the College's property
for surface waters; and

WHEREAS, CITY has established the Monte Verde
Assessment District to construct drainage and other
improvements for the property in the area; and

WHEREAS, CITY proposes to construct storm drainage
facilities and appurtenances, including a drainage detention
basin on approximately 4.43 acres of the DISTRICT'S property
described with more particularity in Exhibit "A", attached
hereto and incorporated herein by this reference; and

WHEREAS, DISTRICT is willing to grant the City of
Rocklin an easement for the Drainage Detention Basin and
appurtenances, providing that DISTRICT receives compensation
and the parties make an effort to jointly develop the
Detention Basin area for recreation purposes; and

WHEREAS, Education Code Sections 81310, et seq., 81430,
et seq., authorize the DISTRICT to grant easements to other
public agencies for utility and storm drain purposes and
Education Code Section 10900 authorizes the DISTRICT and
CITY to enter into joint recreational programs.

NOW, THEREFORE, in consideration of the mutual

BK3373 PG223

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promises, covenants, and conditions herein, IT IS AGREED as follows:

1. DISTRICT agrees to convey the easements described in Exhibit "A" to CITY upon the following terms and conditions:

a. Compensation

The CITY shall compensate DISTRICT for the easement at the rate of 15 cents per square foot for floodway property and 90 cents per square foot for non-floodway property.

As additional compensation, the Drainage Detention Basin shall be constructed of a sufficient size and capacity to accommodate drainage from Sierra College's property as development occurs, based upon the land use regulations in effect at the time the parties execute this agreement.

b. Reverter

In the event that CITY fails to construct the drainage improvements and/or redesigns its drainage plan and improvements so that the Drainage Detention Basin is no longer used for drainage purposes, the easement shall revert back to the DISTRICT and CITY expressly agrees to reconvey said easement within thirty (30) calendar days after DISTRICT'S request.

c. Recreation Agreement

The parties hereto agree to meet in good faith to formulate a plan for the joint development of the

BK3373 PG224

1 easement area as a recreational facility. A joint
2 committee consisting of representatives from the
3 City of Rocklin and Sierra College will be formed
4 to meet on a regular basis and will thereafter
5 make periodic progress reports to the Rocklin City
6 Council and the Sierra College Board of Trustees.
7 It is agreed by the parties that concentrated
8 efforts will be made to bring finalization to the
9 plan for the development of a recreational
10 facility by May, 1988.

11 **2. Compliance with Statutory Procedures**

12 This agreement is subject to DISTRICT complying with
13 the procedures set forth in Education Code Sections 81310,
14 et seq., relating to the dedication of public easements.

15 **3. Cost of Improvements**

16 CITY shall bear the cost of improving and maintaining
17 the easement, including but not limited to the cost of
18 engineering, surveying, environmental review and
19 construction of the improvements and appurtenances. Prior
20 to the improvement of the property, CITY shall submit
21 detailed plans and specifications to the DISTRICT for
22 review.

23 **4. Compliance With Laws**

24 CITY shall comply with all laws relating to the
25 construction and improvement of the easement, including
26 State and Federal laws, local ordinances, rules and
27 regulations that are applicable to the improvement and
28 maintenance of the easement.

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5. Execution of Documents

The Superintendent/Secretary to the Board of Trustees is authorized and directed to execute the necessary deeds and other documents for the conveyance of the easement upon completion of the procedures set forth in Education Code Section 81330 and CITY'S compliance with the terms and conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day, month and year first above written.

SIERRA JOINT COMMUNITY COLLEGE DISTRICT, "DISTRICT",

By: Gerald C. Angove
GERALD C. ANGOVE,
Superintendent/Secretary to
the Board of Trustees.

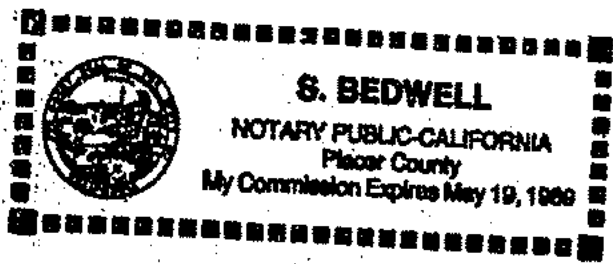
CITY OF ROCKLIN, "CITY",

By: Carlos Abutia

BK3373 PG226

STATE OF CALIFORNIA
COUNTY OF Placer

ss.



On this 23rd day of March, in the year 1988, before me, S. Bedwell, a Notary Public, State of California, duly licensed and sworn, personally appeared Gerald C. Angove, Sierra Community College School District Board of Trustees, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Secretary or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City of Rocklin, County of Placer, on the date set forth above in this certificate.

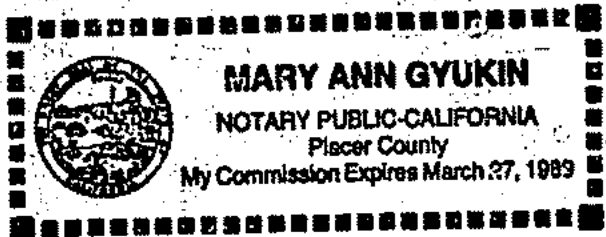
S. Bedwell
Notary Public, State of California
My commission expires May 19, 1989

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement to Notary Public — Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)

STATE OF CALIFORNIA
COUNTY OF PLACER

ss.



On this 23rd day of March, in the year 1988, before me, Mary Ann Gyukin, a Notary Public, State of California, duly licensed and sworn, personally appeared Carlos A. Urrutia,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as City Manager or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City of Rocklin, County of Placer, on the date set forth above in this certificate.

Mary Ann Gyukin
Notary Public, State of California
My commission expires March 27, 1989

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement to Notary Public — Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)

BK3373 PG227

45-130-44

EASEMENT

SIERRA COMMUNITY COLLEGE DISTRICT

hereby grants to

THE CITY OF ROCKLIN

AN EASEMENT for storm drainage facilities and appurtenances, together with the right to operate, maintain, install and replace such facilities as may from time to time be deemed necessary by the Grantee over, under and across a portion of Section 20, T 11 N, R 7 E, M.D.B. & M. and described as follows:

BEGINNING at a point on the east line of that parcel of land described in that deed to the City of Rocklin recorded in Volume 2533, at Page 701, Placer County Official Records, from whence the southwest corner of said parcel bears S 00°19'22" W 664.85 feet; Thence, along the following six (6) courses: 1) N 80°54'30" E 336.43 feet, 2) S 77°44' E 353.06 feet, 3) S 22°18'30" E 4) N 86°32' W 165.14 feet, 5) S 78°24' W 571.84 feet and 6) N 05°42' W 323.45 feet to the point of beginning, containing 4.43 acres, more or less.

BK 3373 PG 228

1 BEFORE THE BOARD OF TRUSTEES OF THE
2 SIERRA JOINT COMMUNITY COLLEGE DISTRICT

3 In the Matter of: A RESOLUTION
4 OF INTENTION TO CONVEY AN EASEMENT CERTIFIED TO BE A TRUE
5 FOR THE CONSTRUCTION AND MAINTENANCE COPY:
6 OF A DRAINAGE DETENTION BASIN
7 TO THE CITY OF ROCKLIN
8 [Education Code Section 81310]. *Ronald L. Payne*
9 Secty. Bd. of Trustees

10 Resolution No. 87-16

11 The following RESOLUTION was duly passed and adopted by
12 at least a two-thirds (2/3) vote of the Board of Education
13 of the above entitled district at a regular meeting held on
14 the 1st day of September, 1987, by the following vote on
15 roll call:

16 -AYES: Bolton, Tamblyn, Ross, Parker, Bush, Hansen,
17 Vineyard
18 NOES: -0-
19 ABSENT: -0-

20 Signed and approved by me after its passage.

21 ATTEST:

Barbara J. Vineyard
22 PRESIDENT Board of Trustees

23 *James F. Bush*, Secretary/Clerk.

24 WHEREAS, The Sierra Joint Community College District is
25 the owner of the property located at 5000 Rocklin Road,
26 Rocklin, California and described with more particularity in
27 the Deed recorded in Book 1218 at page 519 of the official
28 records of the Placer County Recorder; and

WHEREAS, Education Code Section 81310 authorizes this
Board to dedicate and convey easements to other public
agencies upon such terms and conditions as the parties may
agree; and

WHEREAS, the City of Rocklin has requested this Board to
grant an easement for the purposes of constructing and
maintaining a Drainage Detention Basin on the property
described in Exhibit "A"; and

WHEREAS, the granting of said easement will not
interfere with the use of the property for school purposes.

City of Rocklin upon the following terms and conditions:

1. The City of Rocklin shall compensate Sierra Community College District for the easement at the rate of 15 cents per square foot for floodway property and 90 cents per square foot for non-floodway property.

As additional compensation, the Drainage Detention Basin shall be constructed of a sufficient size and capacity to accomodate drainage from Sierra College's property as development occurs, based upon the land use regulations in effect at the time the parties execute this agreement.

2. In the event that the City of Rocklin fails to construct the drainage improvements and/or redesigns its drainage plan and improvements so that the Drainage Detention Basin is no longer used for drainage purposes, the easement shall revert back to the Sierra Community College District and the City of Rocklin expressly agrees to convey said easement within thirty (30) calendar days after Sierra Community College District's request.

3. The parties to the easement agree to meet in good faith to formulate a plan for the joint development of the easement area as a recreational facility. A joint committee consisting of representatives from the City of Rocklin and Sierra College will be formed to meet on a regular basis and will thereafter make periodic progress reports to the Rocklin City Council and the Sierra College Board of Trustees. It is agreed by the parties that concentrated efforts will be made to bring finalization to the plan for the development of the recreational facility by May of 1988.

4. The City of Rocklin shall pay the cost of publishing this Resolution and all other costs associated with the granting of the easement.

BE IT FURTHER RESOLVED that on the 15 day of September, 1987, at 4:00 P.M. at 5000 Rocklin Road, Rocklin, California, is hereby set as the time and place for a public hearing upon the question of granting the easement. Any interested person may appear at the hearing and be heard.

NOTICE IS HEREBY GIVEN that a Petition protesting against the proposed conveyances, signed by at least ten percent (10%) of the qualified electors of the District as shown by the Affidavit of one of the Petitioners, may be filed with the Board of Trustees at the Meeting held at the time and place fixed by this Resolution.

If such protest is filed, the Board of Trustees shall, before taking any further action on the proposed conveyances, submit the question of whether the proposed conveyances should be

BK3373 PG230

made to the Superintendent of Schools of Placer County whose decision is final. If the Superintendent of Schools approves the proposed conveyance, the Board may proceed by two-thirds vote of all its members authorizing and directing the President of the Board of Trustees, or any other presiding officer, or the secretary, of the members thereof, to execute a Deed of Conveyance of the easement, and upon the delivery and acceptance, such Deed of Conveyance will be fully effective. If the Superintendent of Schools does not approve the proposed conveyance, no further proceedings shall be held thereon.

BE IT FURTHER RESOLVED that the Secretary of the Board of Trustees is hereby directed to post this Resolution in three (3) public places in the District, not less than ten (10) days before the date of the meeting and to publish this Resolution once not less than five (5) days before the date of the meeting in a newspaper of general circulation published in this District.

45-130-44

EASEMENT

SIERRA COMMUNITY COLLEGE DISTRICT

hereby grants to

THE CITY OF ROCKLIN

AN EASEMENT for storm drainage facilities and appurtenances, together with the right to operate, maintain, install and replace such facilities as may from time to time be deemed necessary by the Grantee over, under and across a portion of Section 20, T 11 N, R 7 E, M.D.B. & M. and described as follows:

BEGINNING at a point on the east line of that parcel of land described in that deed to the City of Rocklin recorded in Volume 2533, at Page 701, Placer County Official Records, from whence the southwest corner of said parcel bears S 00°19'22" W 664.85 feet; Thence, along the following six (6) courses: 1) N 80°54'30" E 336.43 feet, 2) S 77°44' E 353.06 feet, 3) S 22°18'30" E 4) N 86°32' W 165.14 feet, 5) S 78°24' W 571.84 feet and 6) N 05°42' W 323.45 feet to the point of beginning, containing 4.43 acres, more or less.

BK3373 PG232

RESOLUTION NO. 88-82

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN ACCEPTING AND DIRECTING THE
CITY CLERK TO RECORD GRANT OF EASEMENT FOR
DRAINAGE BASIN FROM SIERRA COLLEGE


BE IT RESOLVED by the City Council of the City of
Rocklin as follows:

Section 1. The City Council of the City of Rocklin
hereby accepts the Grant of Easement for drainage basin from
Sierra College in the form attached hereto as Exhibit A and
by this reference incorporated herein.

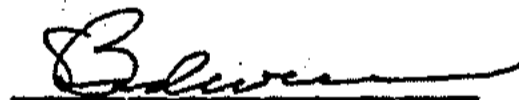
Section 2. The City Clerk is hereby directed to record
the Grant of Easement in the Office of the Placer County
Recorder.

PASSED AND ADOPTED this 8th day of March, 1988, by the
following roll call vote:

AYES: Councilmembers: Lund, Mitchell, Huson, Dominguez,
Hill
NOES: Councilmembers: None
ABSENT: Councilmembers: None
ABSTAIN: Councilmembers: None



Mayor

ATTEST:


City Clerk

CERTIFICATION OF RESOLUTION NO. 88-82

I hereby certify that the foregoing is a full, true
and correct copy of Resolution No. 88-82, passed
and adopted by the City Council of Rocklin at a regular
meeting thereof, held 8 March 1988


City Clerk of the City of Rocklin

BK3373 PG233



NOT TO SCALE

EXHIBIT E-3
CITY DETENTION BASIN
AND MONTE VERDE PARK
COLLEGE PARK DEVELOPMENT AGREEMENT




WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
4670 WILLOW ROAD, STE 125 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557



NOT TO SCALE

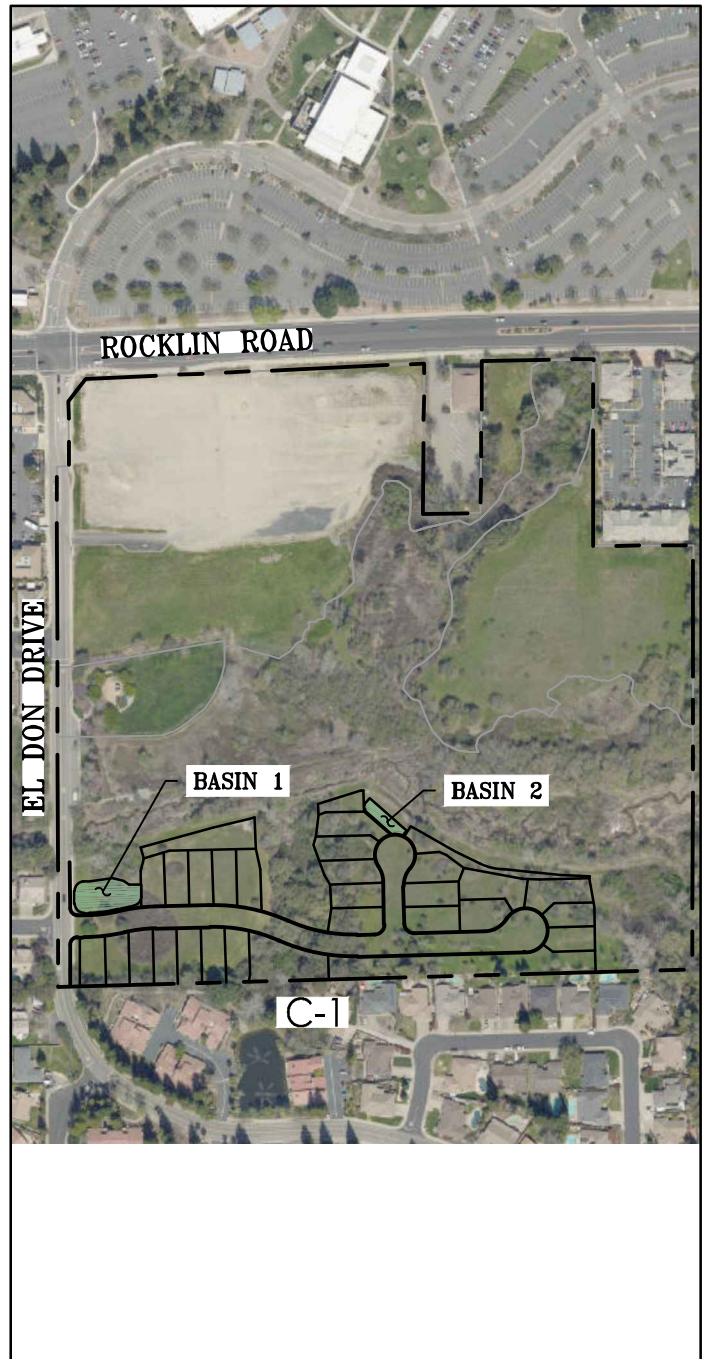
EXHIBIT E-4
 ENCROACHMENT AREAS
 COLLEGE PARK DEVELOPMENT AGREEMENT



WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 4670 WILLOW ROAD, STE 125 TEL 925.847.1556
 PLEASANTON, CA 94588 FAX 925.847.1557



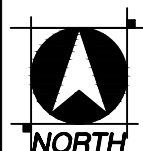
COLLEGE PARK NORTH

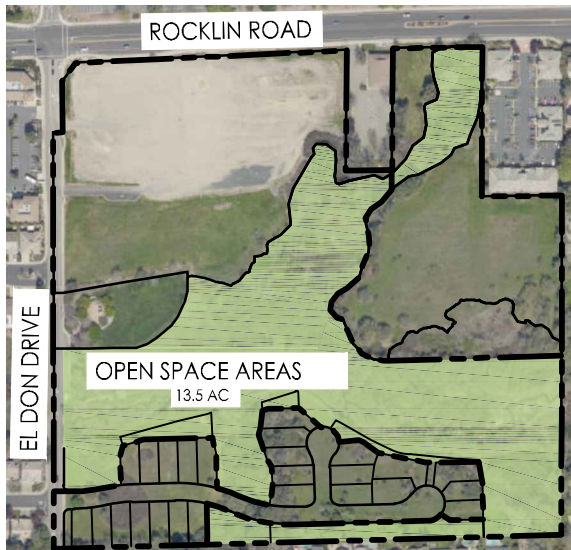


COLLEGE PARK SOUTH

NOT TO SCALE

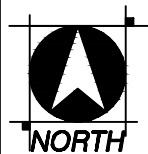
EXHIBIT F
 NEW DETENTION BASINS
 COLLEGE PARK DEVELOPMENT AGREEMENT



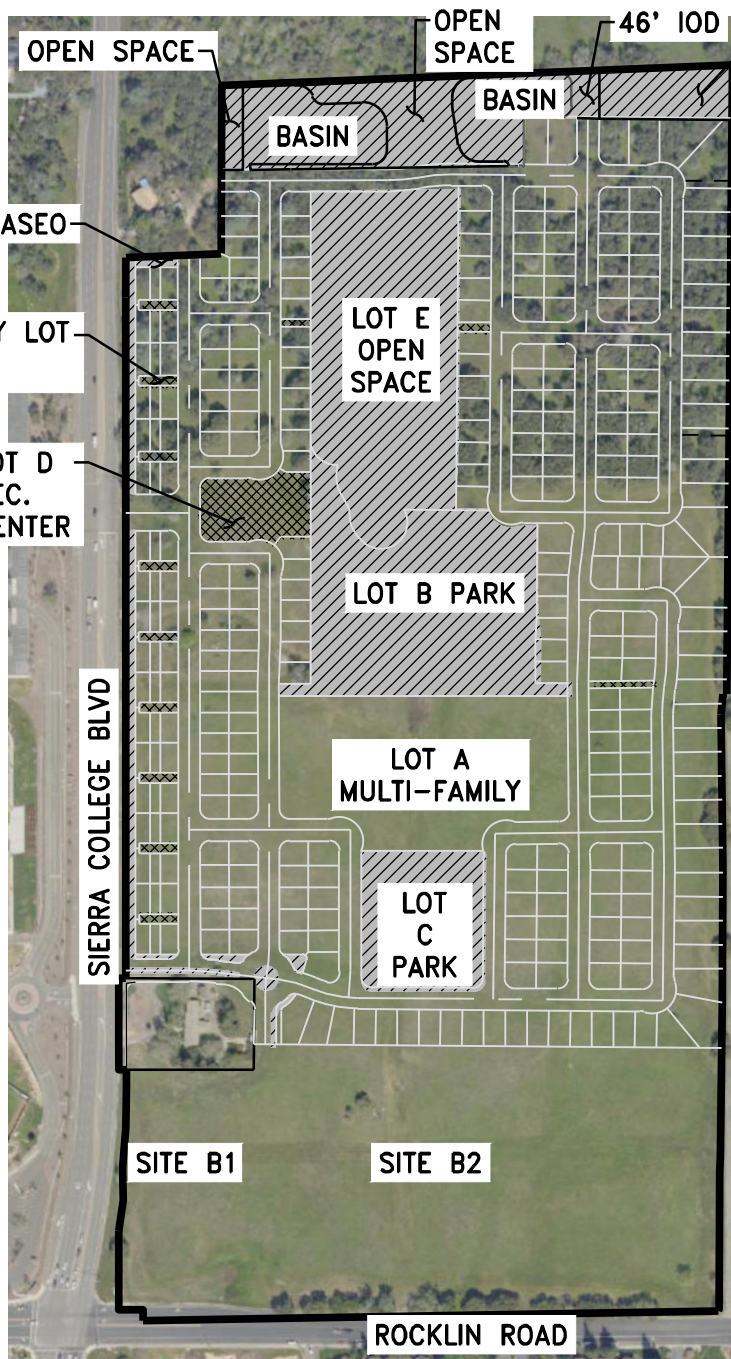


NOT TO SCALE

EXHIBIT G-1
 OPEN SPACE AREAS
 COLLEGE PARK DEVELOPMENT AGREEMENT



WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 4670 WILLOW ROAD, STE 125 TEL 925.847.1556
 PLEASANTON, CA 94588 FAX 925.847.1557



LEGEND

CITY OWNED & MAINTAINED



PRIVATELY OWNED & MAINTAINED

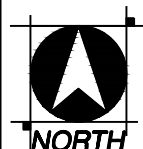


NOTES:

1. ALL PUBLIC ROADS, STREETLIGHTS AND APPURTENANCES WILL BE OWNED AND MAINTAINED BY THE CITY.
2. UNLESS INDICATED IN THE LEGEND, OR COVERED BY NOTE 1, FACILITIES WILL BE PRIVATELY OWNED AND MAINTAINED. (PRIVATE PARTIES MAY INCLUDE A COMPANY OR HOA).

NOT TO SCALE

EXHIBIT G-2
 OPEN SPACE OWNERSHIP AND
 MAINTENANCE - NORTH VILLAGE
 COLLEGE PARK DEVELOPMENT AGREEMENT







WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 4670 WILLOW ROAD, STE 125 TEL 925.847.1556
 PLEASANTON, CA 94588 FAX 925.847.1557



NOTES:

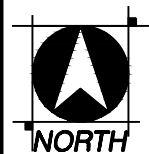
1. ALL PUBLIC ROADS, STREETLIGHTS AND APPURTENANCES WILL BE MAINTAINED BY THE CITY.
2. UNLESS INDICATED IN THE LEGEND, OR COVERED BY NOTE 1, FACILITIES WILL BE PRIVATELY OWNED AND MAINTAINED. (PRIVATE PARTIES MAY INCLUDE A COMPANY OR HOA).
3. *EXISTING CITY EASEMENT TO BE CONVEYED IN FEE TITLE.
4. DRAINAGE EASEMENT—DRAINAGE EASEMENT TO BE HELD AND MAINTAINED BY CITY. ROADWAY, BRIDGE AND CULVERT STRUCTURE TO BE PRIVATELY OWNED AND MAINTAINED. (PRIVATE PARTIES MAY INCLUDE A COMPANY OR HOA).

LEGEND

CITY OWNED & MAINTAINED	
PUBLICALLY OWNED, SPMUD & CITY MAINTAINED	
HOA OWNED & HOA MAINTAINED	
DRAINAGE EASEMENT	

NOT TO SCALE

EXHIBIT G-3
 OPEN SPACE OWNERSHIP AND
 MAINTENANCE - SOUTH VILLAGE
 COLLEGE PARK DEVELOPMENT AGREEMENT



WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 4670 WILLOW ROAD, STE 125 TEL 925.847.1556
 PLEASANTON, CA 94588 FAX 925.847.1557

Conservation Easement Area= 16.3 Acres



Legend

-  Oak Conservation Easement
-  Riparian Area

NOT TO SCALE

EXHIBIT H
OAK CONSERVATION EASEMENT AREA
COLLEGE PARK DEVELOPMENT AGREEMENT

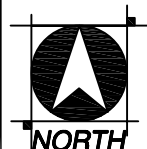


WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
4670 WILLOW ROAD, STE 125 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

SEE FOLLOWING 3 PAGES
(SHEETS 1-3)

NOT TO SCALE

EXHIBIT I-1
ROAD FRONTAGE IMPROVEMENTS
COLLEGE PARK DEVELOPMENT AGREEMENT




WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
4670 WILLOW ROAD, STE 125 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

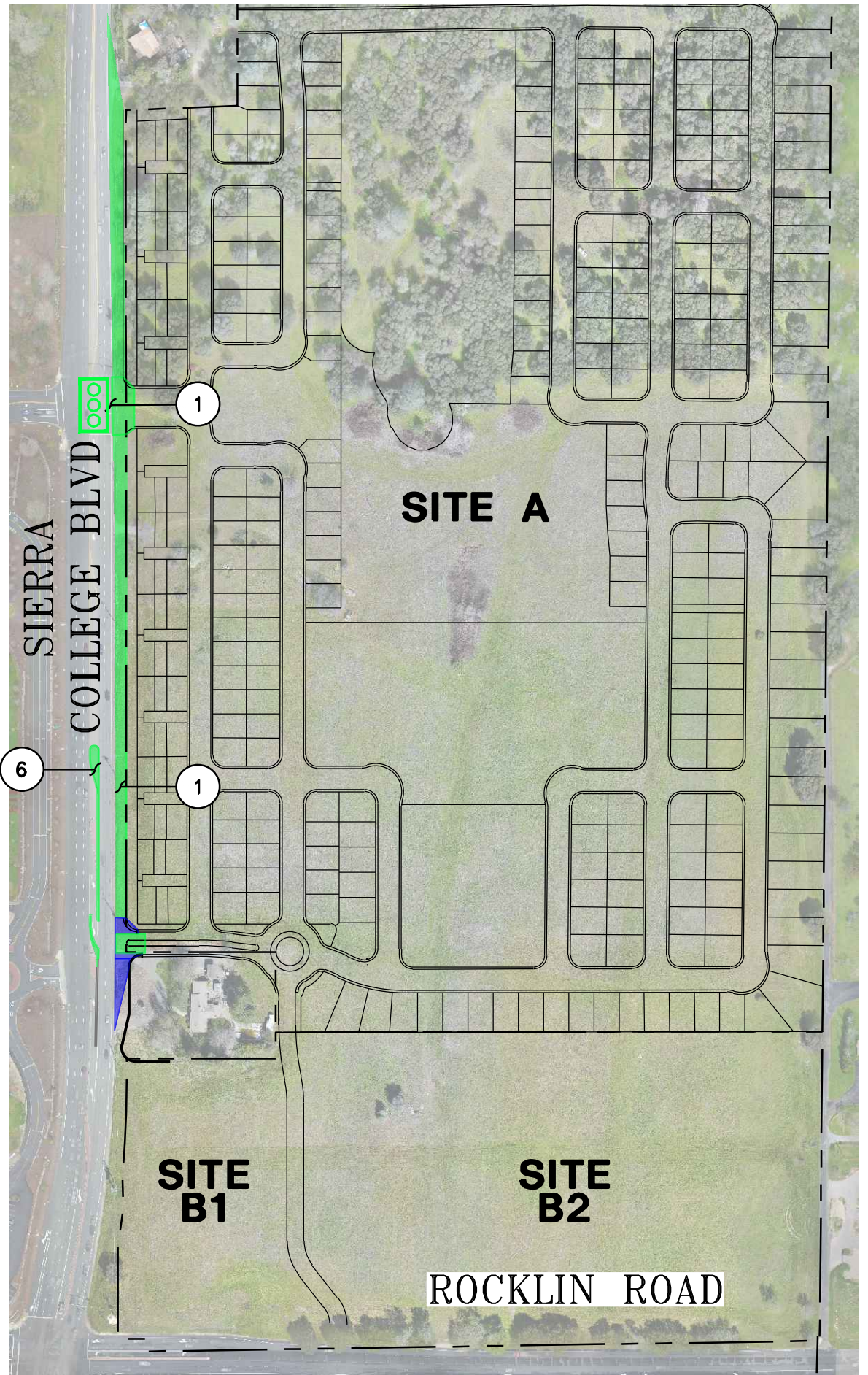
OFFSITE TRANSPORTATION IMPROVEMENTS - PHASE I

COLLEGE PARK SITE A

ROCKLIN

CALIFORNIA

NOVEMBER 2022



LEGEND

- ① SITE "A" SIERRA COLLEGE BLVD FRONTAGE. SIGNAL MOD, SOUTH ENTRANCE ST EVA --> PHASE I
- ② SITE "B1" SIERRA COLLEGE BLVD FRONTAGE
- ③ SITE "B1" ROCKLIN ROAD FRONTAGE
- ④ SITE "B2" ROCKLIN ROAD FRONTAGE
- 5A 5B LEFT TURN INTERSECTION IMPROVEMENTS
- ⑥ SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS --> PHASE I
- ⑦ SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS
- ⑧ SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS
- ⑨ SIERRA COLLEGE BLVD WESTERLY COLLEGE IMPROVEMENTS
- ⑩ ROCKLIN ROAD NORTHERLY COLLEGE IMPROVEMENTS
- ⑪ EL DON ROAD & ROCKLIN ROAD INTERSECTION IMPROVEMENTS --> PHASE I
- ⑫ SIERRA COLLEGE BLVD & ROCKLIN ROAD SIGNAL MOD
- ⑬ ONSITE SITE "B1" ROAD IMPROVEMENTS
- ⑭ EL DON ROAD & CORONA CIR INTERSECTION STOP SIGNAGE --> PHASE I
- ⑮ ROCKLIN ROAD MEDIAN IMPROVEMENTS

PHASE I TIMING

- PHASE IA
- PHASE IB
- PHASE IC
- PHASE ID

REFER TO "DEVELOPER FUNDED AND CONSTRUCTED TRANSPORTATION IMPROVEMENTS" EXHIBIT FOR DESCRIPTION PHASING



WOOD RODGERS

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

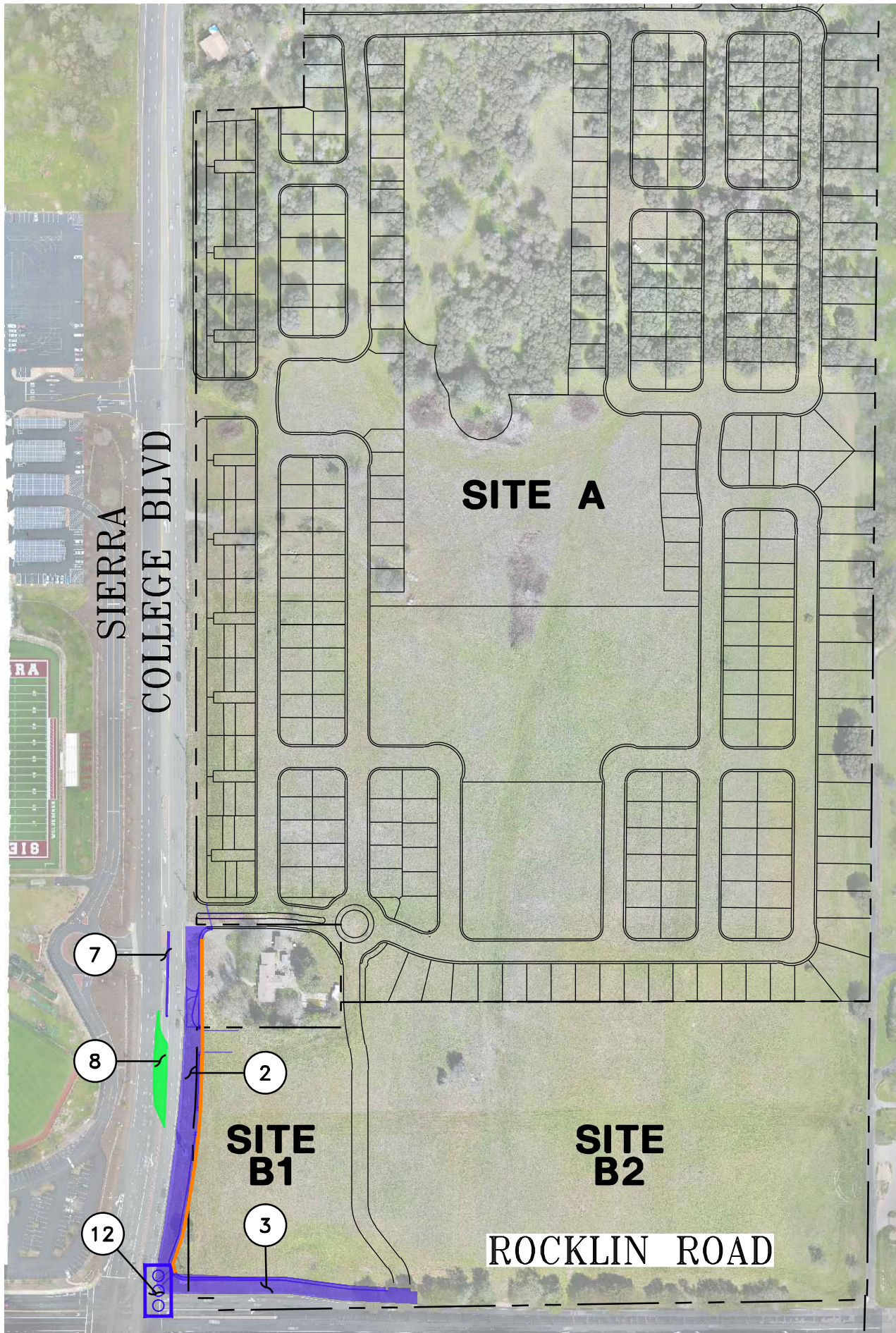
OFFSITE TRANSPORTATION IMPROVEMENTS - PHASE II

COLLEGE PARK SITE B1

ROCKLIN

CALIFORNIA

NOVEMBER 2022



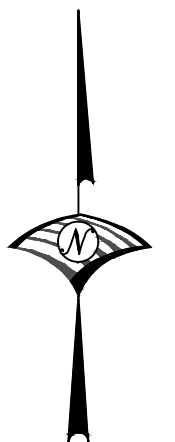
LEGEND

- 1 SITE "A" SIERRA COLLEGE BLVD FRONTAGE. SIGNAL MOD, SOUTH ENTRANCE ST EVA
- 2 SITE "B1" SIERRA COLLEGE BLVD FRONTAGE -> PHASE II
- 3 SITE "B1" ROCKLIN ROAD FRONTAGE -> PHASE II
- 4 SITE "B2" ROCKLIN ROAD FRONTAGE
- 5A 5B LEFT TURN INTERSECTION IMPROVEMENTS
- 6 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS
- 7 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS -> PHASE II
- 8 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS -> PHASE II
- 9 SIERRA COLLEGE BLVD WESTERLY COLLEGE IMPROVEMENTS
- 10 ROCKLIN ROAD NORTHERLY COLLEGE IMPROVEMENTS
- 11 EL DON ROAD & ROCKLIN ROAD INTERSECTION IMPROVEMENTS
- 12 SIERRA COLLEGE BLVD & ROCKLIN ROAD SIGNAL MOD -> PHASE II
- 13 ONSITE SITE "B1" ROAD IMPROVEMENTS
- 14 EL DON ROAD & CORONA CIR INTERSECTION STOP SIGNAGE
- 15 ROCKLIN ROAD MEDIAN IMPROVEMENTS

PHASE II TIMING

- PHASE IIA
- PHASE IIB
- PHASE IIC

REFER TO "DEVELOPER FUNDED AND CONSTRUCTED TRANSPORTATION IMPROVEMENTS" EXHIBIT FOR DESCRIPTION PHASING



WOOD RODGERS

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

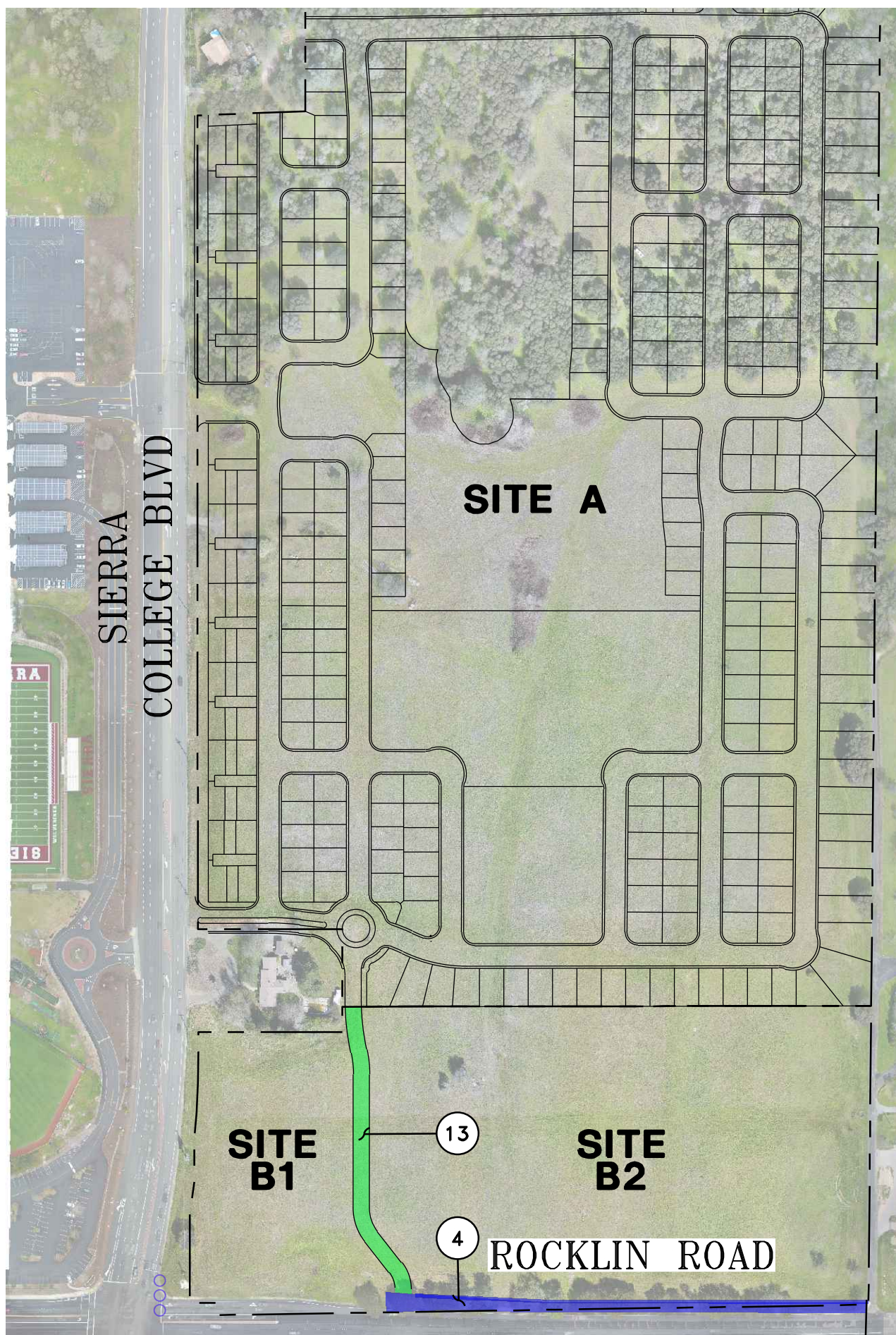
OFFSITE TRANSPORTATION IMPROVEMENTS - PHASE III

COLLEGE PARK SITE B2

ROCKLIN

CALIFORNIA

NOVEMBER 2022



LEGEND

- 1 SITE "A" SIERRA COLLEGE BLVD FRONTAGE. SIGNAL MOD, SOUTH ENTRANCE ST EVA
- 2 SITE "B1" SIERRA COLLEGE BLVD FRONTAGE
- 3 SITE "B1" ROCKLIN ROAD FRONTAGE
- 4 SITE "B2" ROCKLIN ROAD FRONTAGE
- 5A 5B LEFT TURN INTERSECTION IMPROVEMENTS
- 6 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS
- 7 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS
- 8 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS
- 9 SIERRA COLLEGE BLVD WESTERLY COLLEGE IMPROVEMENTS
- 10 ROCKLIN ROAD NORTHERLY COLLEGE IMPROVEMENTS
- 11 EL DON ROAD & ROCKLIN ROAD INTERSECTION IMPROVEMENTS
- 12 SIERRA COLLEGE BLVD & ROCKLIN ROAD SIGNAL MOD
- 13 ONSITE SITE "B1" ROAD IMPROVEMENTS
- 14 EL DON ROAD & CORONA CIR INTERSECTION STOP SIGNAGE
- 15 ROCKLIN ROAD MEDIAN IMPROVEMENTS

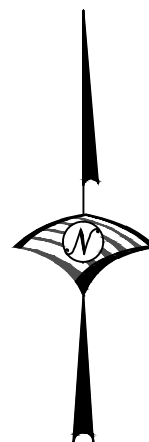
-> PHASE III

-> PHASE III

PHASE III TIMING

- PHASE IIIA
- PHASE IIIB

REFER TO "DEVELOPER FUNDED AND CONSTRUCTED TRANSPORTATION IMPROVEMENTS" EXHIBIT FOR DESCRIPTION PHASING



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

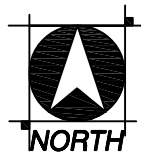
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

Developer-Funded and Constructed Transportation Improvements

Phase	Segment	Improvement	Practicable Trigger or Timing
Phase I A	Sierra College Blvd and Stadium Way Intersection	East leg of intersection and signal modification	Prior to 1st building permit for production homes on Site A
	Sierra College Blvd East side from Stadium Way to Northern Site A Boundary	Frontage with taper and interim deceleration	Prior to 1st building permit for production homes on Site A
	Sierra College Blvd East side from Stadium Way to Southern Site A Boundary	Frontage and Temporary EVA at location of Site A South street	Prior to 1st building permit for production homes on Site A
Phase I B	Sierra College Blvd East side	Site A South street with associated Sierra College median modification and interim deceleration taper	Prior to 1st building permit for production homes on Site A The commencement of these improvements is subject to obtaining a No Further Action letter or comparable certification from the DTSC (NFA) and shall not delay production home construction. Developer shall diligently pursue and obtain the NFA.
Phase I C	EI Don Rd and Rocklin Rd Intersection	Striping and signal modification	Prior to 1st building permit for production homes on Site A, C1 or Occupancy of 1st Tenant C2 West, whichever comes first.
Phase I D	EI Don Rd and Corona Cir Intersection	Striping and signage installation	Prior to 1st building permit on Site C1.
Phase II A	Sierra College Blvd East side from Site A South Boundary to Rocklin Rd, to include a dedicated right turn-only lane from west bound Rocklin Road to north bound Sierra College Boulevard	Frontage. In the event this is triggered due to the 1st building permit for production homes on Site A, the developer will have the option to submit an interim improvement plan for City review and approval, but will construct a permanent condition prior to occupancy of the 1st commercial tenant on Site B1. If interim improvement plan is approved by City, Developer is willing to issue a bond to cover the total, final cost of frontage improvements.	Prior to Occupancy of 1st Commercial Tenant on Site B1 OR Prior to 1st building permit for production homes on Site A. The commencement of these improvements is subject to obtaining a No Further Action letter or comparable certification from the DTSC (NFA) and shall not delay production home construction. Developer shall diligently pursue and obtain the NFA.
Phase II B	Bus stop pullout and shelter located on Sierra College Boulevard directly north of Rocklin Road	Bus stop pullout and shelter. In the event this is triggered due to construction activity on Site A, the developer will have the option to construct an interim condition, consistent with Phase II A above, but will construct a permanent condition prior to occupancy of the 1st commercial tenant on Site B1. The improvements shall be constructed to the satisfaction of the City of Rocklin and Placer County Transit.	Prior to Occupancy of 1st Commercial Tenant on Site B1 OR Prior to 1st building permit for production homes on Site A. The commencement of these improvements is subject to obtaining a No Further Action letter or comparable certification from the DTSC (NFA) and shall not delay production home construction. Developer shall diligently pursue and obtain the NFA.
Phase II C	Median improvements associated with left turn into B1	Sierra College median improvements to facilitate Left turn from South bound Sierra College Blvd	Prior to Occupancy of 1st Commercial Tenant on Site B1
Phase III A	Rocklin Rd North side from Sierra College Blvd to B1 Eastern Boundary	Frontage and striping of center turn lane	Prior to Occupancy of 1st Commercial Tenant on Site B1
Phase III B	Rocklin Rd North side from B1 Eastern Boundary to James Drive North-South Roadway between Site A and Rocklin Rd	Frontage and striping of center turn lane Onsite Roadway	Prior to Certificate of Occupancy for the 1st Unit on Site B2 Prior issuance of the 136th (or 50% +1 of Design Review Approved Units) building permit on Site B2

NOT TO SCALE

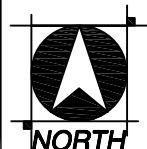
EXHIBIT I-2 TIMING OF AND RESPONSIBILITY FOR ROAD FRONTAGE IMPROVEMENTS COLLEGE PARK DEVELOPMENT AGREEMENT



SEE FOLLOWING 3 PAGES
(SHEETS 1-3)

NOT TO SCALE

EXHIBIT J-1
OFF-SITE ROAD IMPROVEMENTS
COLLEGE PARK DEVELOPMENT AGREEMENT




WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
4670 WILLOW ROAD, STE 125 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

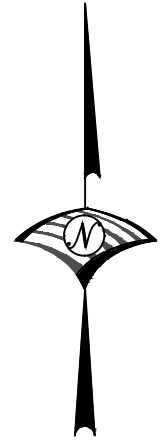
OFFSITE TRANSPORTATION IMPROVEMENTS - PHASE IV

COLLEGE PARK-NON PROJECT FRONTING

ROCKLIN

CALIFORNIA

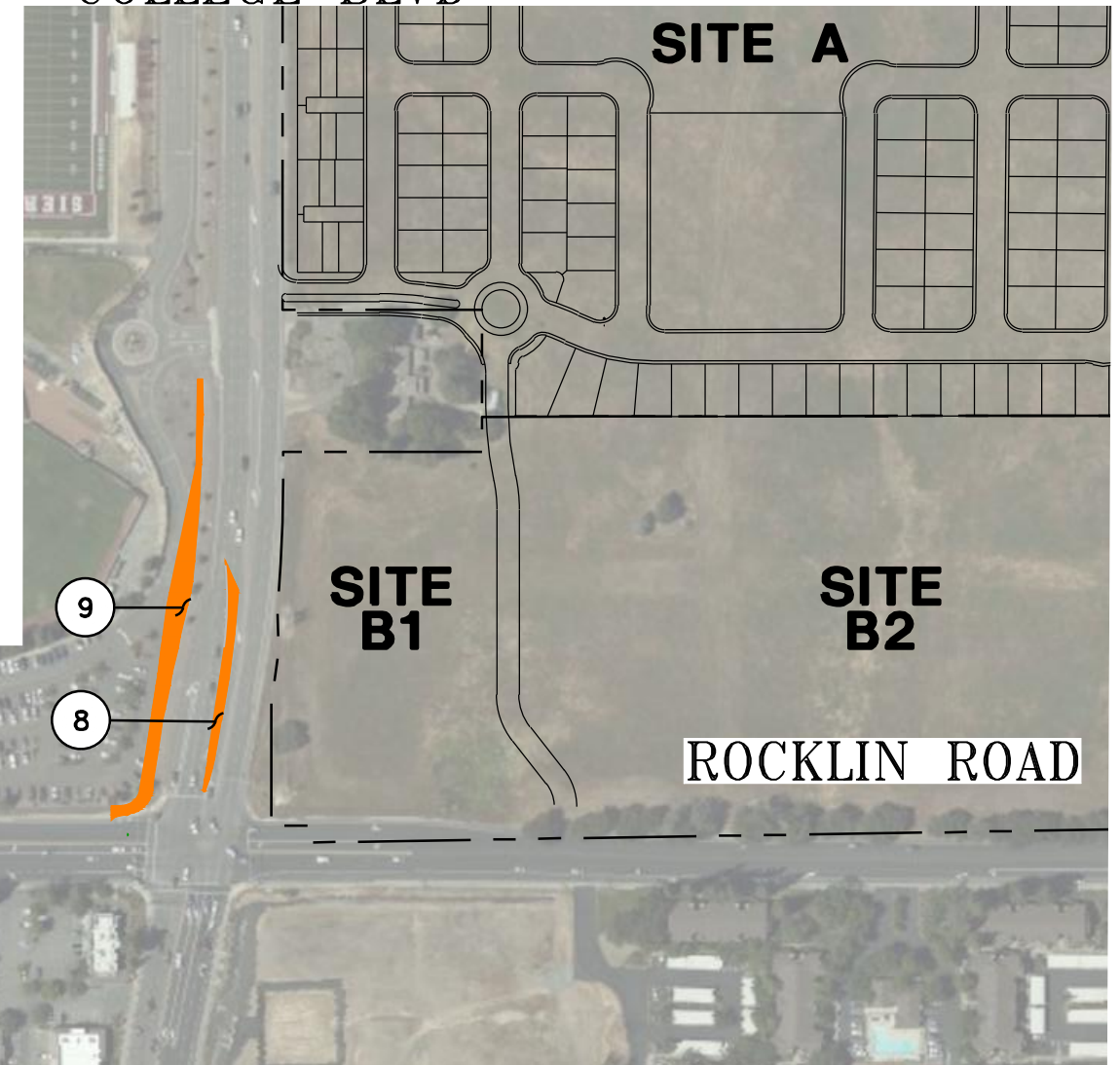
NOVEMBER 2022



LEGEND

- 1 SITE "A" SIERRA COLLEGE BLVD FRONTAGE. SIGNAL MOD, SOUTH ENTRANCE ST EVA
- 2 SITE "B1" SIERRA COLLEGE BLVD FRONTAGE
- 3 SITE "B1" ROCKLIN ROAD FRONTAGE
- 4 SITE "B2" ROCKLIN ROAD FRONTAGE
- 5A 5B LEFT TURN INTERSECTION IMPROVEMENTS
- 6 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS
- 7 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS
- 8 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS → PHASE IV
- 9 SIERRA COLLEGE BLVD WESTERLY COLLEGE IMPROVEMENTS → PHASE IV
- 10 ROCKLIN ROAD NORTHERLY COLLEGE IMPROVEMENTS
- 11 EL DON ROAD & ROCKLIN ROAD INTERSECTION IMPROVEMENTS
- 12 SIERRA COLLEGE BLVD & ROCKLIN ROAD SIGNAL MOD
- 13 ONSITE SITE "B1" ROAD IMPROVEMENTS
- 14 EL DON ROAD & CORONA CIR INTERSECTION STOP SIGNAGE
- 15 ROCKLIN ROAD MEDIAN IMPROVEMENTS

SIERRA COLLEGE BLVD



SITE C2 WEST



WOOD RODGERS

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

3301 C ST, BLDG. 100-B TEL 916.341.7760

SACRAMENTO, CA 95816 FAX 916.341.7767

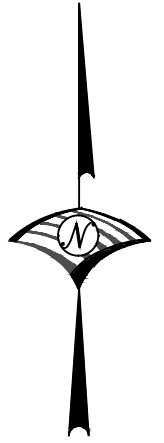
OFFSITE TRANSPORTATION IMPROVEMENTS - PHASE V

COLLEGE PARK - NON PROJECT FRONTING

ROCKLIN

CALIFORNIA

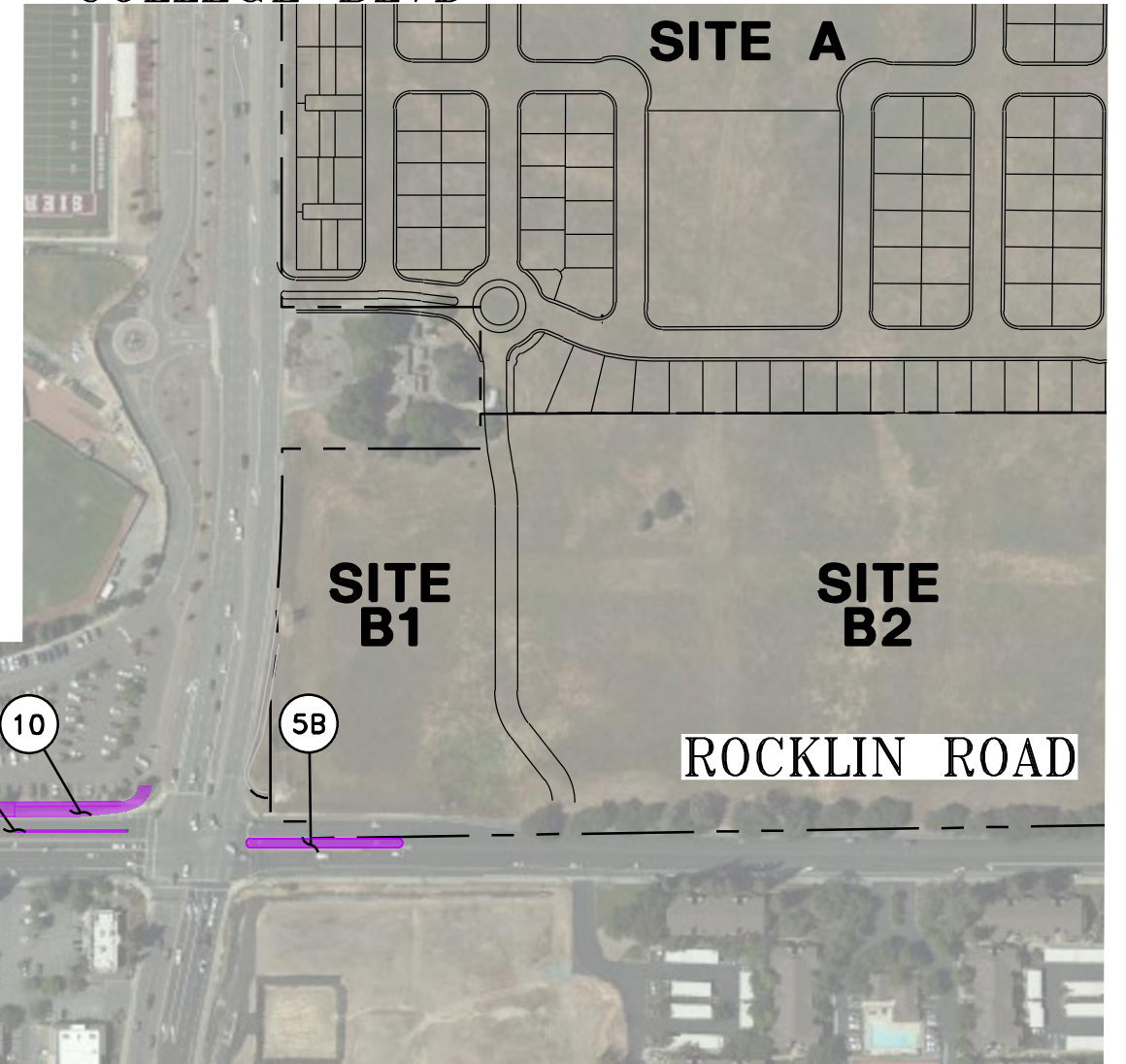
NOVEMBER 2022



LEGEND

- 1 SITE "A" SIERRA COLLEGE BLVD FRONTAGE, SIGNAL MOD, SOUTH ENTRANCE ST EVA
- 2 SITE "B1" SIERRA COLLEGE BLVD FRONTAGE
- 3 SITE "B1" ROCKLIN ROAD FRONTAGE
- 4 SITE "B2" ROCKLIN ROAD FRONTAGE
- 5A 5B LEFT TURN INTERSECTION IMPROVEMENTS → PHASE V
- 6 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS
- 7 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS
- 8 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS
- 9 SIERRA COLLEGE BLVD WESTERLY COLLEGE IMPROVEMENTS
- 10 ROCKLIN ROAD NORTHERLY COLLEGE IMPROVEMENTS → PHASE V
- 11 EL DON ROAD & ROCKLIN ROAD INTERSECTION IMPROVEMENTS
- 12 SIERRA COLLEGE BLVD & ROCKLIN ROAD SIGNAL MOD
- 13 ONSITE SITE "B1" ROAD IMPROVEMENTS
- 14 EL DON ROAD & CORONA CIR INTERSECTION STOP SIGNAGE
- 15 ROCKLIN ROAD MEDIAN IMPROVEMENTS

SIERRA COLLEGE BLVD



CORONA CIR

EL DON RD SITE C2 WEST



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

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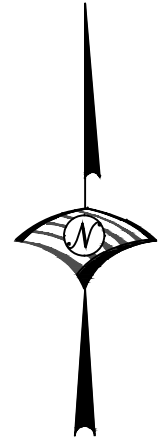
OFFSITE TRANSPORTATION IMPROVEMENTS - PHASE VI

COLLEGE PARK - NON PROJECT FRONTING

ROCKLIN

CALIFORNIA

NOVEMBER 2022

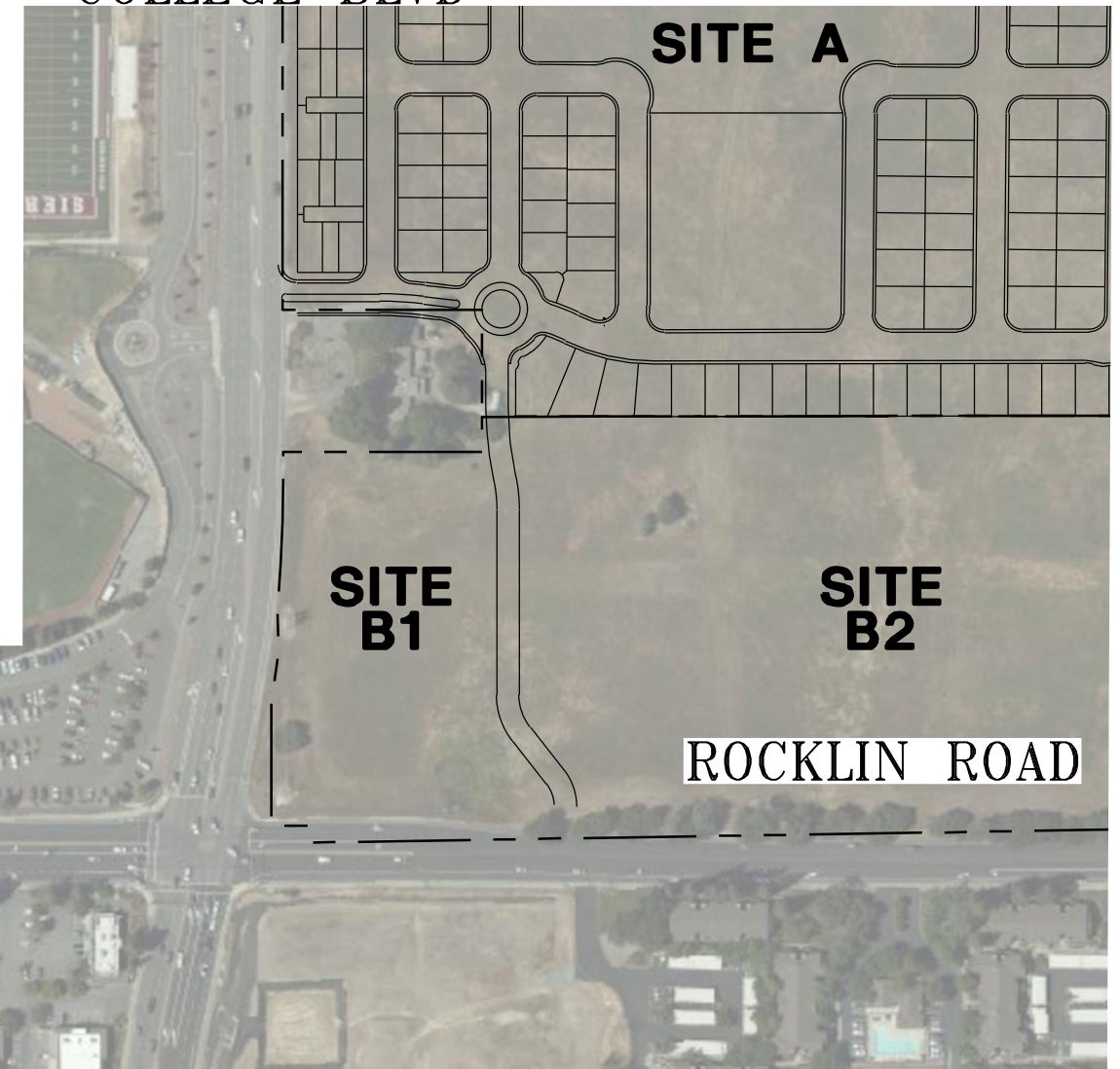


LEGEND

- 1 SITE "A" SIERRA COLLEGE BLVD FRONTAGE. SIGNAL MOD, SOUTH ENTRANCE ST EVA
- 2 SITE "B1" SIERRA COLLEGE BLVD FRONTAGE
- 3 SITE "B1" ROCKLIN ROAD FRONTAGE
- 4 SITE "B2" ROCKLIN ROAD FRONTAGE
- 5A 5B LEFT TURN INTERSECTION IMPROVEMENTS
- 6 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS
- 7 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS
- 8 SIERRA COLLEGE BLVD MEDIAN IMPROVEMENTS
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-> PHASE VI

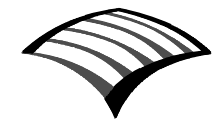
SIERRA COLLEGE BLVD



CORONA CIR

EL DON RD

SITE C2 WEST



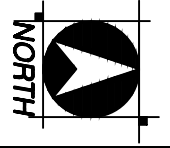
WOOD RODGERS

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

3301 C ST, BLDG. 100-B TEL 916.341.7760

SACRAMENTO, CA 95816 FAX 916.341.7767

EXHIBIT J-2
TIMING OF OFF-SITE ROAD IMPROVEMENTS
COLLEGE PARK DEVELOPMENT AGREEMENT



WOOD ROGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 4670 WILLOW ROAD, STE 125 TEL 925.847.1556
 PLEASANTON, CA 94588 FAX 925.847.1557

NOT TO SCALE

Developer Constructed CIP Transportation Improvements				
Phase	Segment	Improvement	Practicable Trigger or Timing	Estimated Cost
Phase IV	Sierra College Blvd and Rocklin Rd Intersection	Dual Left turns from southbound Sierra College Blvd to eastbound Rocklin Rd, expansion of Right Turn Pocket and frontage on West side of Sierra College Blvd (Excepting a pro-rata share of intersection improvements constituting developers' costs. Developers' pro-rata share estimated to be 40%.)	Construction by Developers to commence prior to issuance of a building permit for the first residential production home. Pursuant to the Development Agreement, the cost of such construction shall be subject to reimbursement from the City's Capital Improvement Program.	\$629,830
Phase V	Sierra College Blvd and Rocklin Rd Intersection	Dual Left turns from East bound Rocklin Rd to Sierra College Blvd, realignment of West bound through lanes and frontage shift on North side of Rocklin Rd	Construction by Developers to commence prior to issuance of a building permit for the first residential production home. Pursuant to the Development Agreement, the cost of such construction shall be subject to reimbursement from the City's Capital Improvement Program.	\$463,600
Phase VI	Rocklin Road Median Improvements	Rocklin Road median improvement between Havenhurst and El Don.	Prior to Occupancy of 1st Tenant on Site C2-West.	\$59,100
			Subtotal	\$1,093,430
			Soft Costs (15%)	\$164,015
			Contingency (25%)	\$314,361
			City Constructed Transportation Improvements	\$1,571,806

EXHIBIT K

FORM OF ASSIGNMENT

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rocklin

Attn: City Clerk

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO _____ Name of Project _____

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 2022 ____, by and between _____, a _____ (hereinafter "Developer"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 2022, the City of Rocklin and Developer entered into that certain agreement entitled "Development Agreement By and Between the City of Rocklin and Relative to the Development known as _____ Name of Project _____ (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Rocklin County on _____, 2022, as Instrument No. 200_- _____.

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

Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

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

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

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

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

The Notice Address described in Section 18 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

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

DEVELOPER:

ASSIGNEE:

_____ Name of Developer _____,
a _____ corporation

_____,
a _____

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

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