



2020-0021281

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Page 1 of 55



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WHEN RECORDED RETURN TO:

Sutter County  
Attn: Development Services Director  
1130 Civic Center Boulevard  
Yuba City, CA 95993

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

**TIER 2 DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE COUNTY OF SUTTER AND  
SOUTH SUTTER, LLC, RIEGO 1700, LLC,  
SANKEY 380, LLC, AND TDW ENTERPRISES L.P.  
RELATIVE TO THE  
LAKESIDE DEVELOPMENT OF THE  
SUTTER POINTE SPECIFIC PLAN**

**Tier 2 Development Agreement  
Relative to the Lakeside Development  
Sutter Pointe Specific Plan**

This Tier 2 Development Agreement (hereinafter “**Agreement**” or “**Tier 2 Development Agreement**”) is made and entered into this 17th day of November, 2020, by and between the COUNTY OF SUTTER, a political subdivision of the State of California (hereinafter “**County**”) and SOUTH SUTTER, LLC, a California limited liability company, RIEGO 1700, LLC, a California limited liability company, SANKEY 380, LLC, a California limited liability company, and TDW ENTERPRISES L.P., a California limited partnership (each a “**Developer**” when referring to development of the portion of Lakeside at Sutter Pointe owned thereby and collectively “**Developer**” or “**Developer Group**” when referring generally to development of Lakeside at Sutter Pointe), pursuant to the authority of Sections 65864 through 65896.5 of the California Government Code and Section 100 of Chapter 1500-25 of the County's Ordinance Code relating to development agreements (the “**Development Agreement Law**”).

**Recitals**

This Agreement is entered into based on the following facts and circumstances, among others:

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risks of development, the Legislature of the State of California adopted Sections 65865 et seq. of the California Government Code enabling County and an applicant for a development project to enter into a development agreement establishing with certainty what zoning standards and land use regulations of the County will govern the construction and implementation of the development project from beginning to completion.

B. Property. The subject of this Agreement is the development of those certain parcel(s) of land owned by Developer described in Exhibit A attached hereto (the “**Property**”), comprising the planned development commonly referred to as Lakeside at Sutter Pointe (“**Lakeside at Sutter Pointe**”). Lakeside at Sutter Pointe contains approximately 873.5 acres within the Sutter Pointe Specific Plan approved by the County, which overall area contains approximately 7,528 acres (the “**Specific Plan**”; the area covered by the Specific Plan is sometimes referred to herein as the “**Plan Area**”). Developer represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement. For purposes hereof, the “**Project**” refers to the development of the Property, consistent with the Entitlements described and vested herein, including the conditions of approval thereof, the environmental mitigation measures applicable thereto, the Specific Plan, as amended concurrently herewith, and the terms and conditions of this Agreement.

C. Prior Tier 1 Development Agreement. In connection with the planning for development of the Property consistent with the Specific Plan, the County and each of the Developer Group members, except for Sankey 380, LLC, previously entered into those certain Tier 1 Development Agreement for the portions of the Property owned thereby, as amended by those certain Amendments thereto (collectively, the “**Tier 1 Development Agreement**”). The Tier 1 Development Agreements and applicable Amendments thereto were approved by Ordinance and recorded in the Official Records of the County; the Ordinance approval dates of and recording information for these Tier 1 Development Agreements for the applicable Developers are listed on the signature pages for

each Developer attached hereto. The Tier 1 Development Agreement vested certain rights related to the development of portions of the Property pursuant to the Specific Plan.

D. Purpose; Replacement of Tier 1 Development Agreement. As more particularly provided in the Tier 1 Development Agreement, before Developer could proceed with any development of the Property, Developer was required thereunder to obtain subsequent land use entitlements and approvals for the Property and prepare certain infrastructure, facilities and design master plans and certain public facilities and urban services financing plans for County review and approval to further define the improvements, services and design requirements for development of the Property, including obtaining approval of this Tier 2 Development Agreement to vest and implement these subsequent approvals and entitlements. This Agreement is intended to and shall be deemed to satisfy the requirements of the Tier 1 Development Agreement for the entry of a Tier 2 Development Agreement as a condition precedent to developing the Property. This Agreement, upon approval and recordation hereof, shall replace and supersede the Tier 1 Development Agreement in its entirety.

The further purpose of this Agreement is for Developer to contribute to the costs of such public facilities and services as required by Measure M (as described in the Specific Plan – Section 1.3.1) and as required herein to mitigate impacts to the County of the development of the Property.

The County acknowledges that the very substantial investments in initial infrastructure installed and to be installed by Developer will benefit and enable future commercial/industrial development within the Specific Plan, including the completed Riego Road/Hwy 99 Interchange and initial water and sewer service facilities for the Plan Area, thereby satisfying the Specific Plan and Tier 1 Development Agreement requirements to fund and construct infrastructure to support such commercial/industrial development. The County further acknowledges that such substantial and disproportionate contributions to the development of the Plan Area by this Project support the County's election to defer and/or waive certain provisions originally required under the Tier 1 Development Agreement to support the economic development of this Project to the benefit of the overall Specific Plan and the County.

E. Environmental Review. In connection with the adoption of the Specific Plan, the Board of Supervisors, by Resolution No. 09-051, certified as adequate and complete the Final EIR for the Specific Plan (the “**EIR**”). In connection with certain intervening amendments to the Specific Plan, the Board of Supervisors, by Resolution No. 14-081, approved an addendum to the EIR (the “**First Addendum**”). And in connection with the County's approval of the Entitlements described below, the Board of Supervisors, by Resolution No. 20-059, approved an additional addendum to the EIR (the “**Second Addendum**”). The EIR, as supplemented by the First Addendum and Second Addendum thereto, is referred to herein collectively as the “**Project EIR.**”

Mitigation measures were required by the Project EIR and are incorporated in the Specific Plan, the conditions of approval of the Entitlements, including the mitigation measures contained in the Mitigation, Monitoring, and Reporting Program approved as part of the Project EIR (the “**MMRP**”), and in the terms and conditions of this Agreement, as reflected by the findings adopted by the Board of Supervisors concurrently with this Agreement.

F. Tier 2 Approvals and Entitlements. Pursuant to the applicable requirements of the Tier 1 Development Agreement and to prepare the Property for development, and following consideration and certification of the Project EIR and subject to the MMRP associated therewith, the Developer has processed the following additional entitlements and infrastructure master plans for development of the

Property, which have been approved and/or are being approved by the County concurrently with the approval of this Agreement (collectively, the “Entitlements”). The parties acknowledge that the Tier 1 Development Agreement requirements originally related to the approval of certain Master Plans and related planning documents and agreements for development of the overall Plan Area. In consideration of the County’s decision to allow phased development of the Specific Plan as developers are ready to proceed therewith, and to focus the required planning studies on the Project, as the first phase thereof, with limited speculation regarding the development of future phases beyond the control of the Developer Group, the stated conditions under the Tier 1 Development Agreement for entering a Tier 2 Development Agreement have been satisfied where the required Master Plans and related documents and agreements are limited to the Project as provided in the Entitlements below:

- a. Amendment of the Sutter Pointe Specific Plan, as amended by Resolution No. 20-058, on November 17, 2020. A map of the land uses for the Property approved as part of this amendment to the Sutter Pointe Specific Plan and vested by this Agreement, including the residential units and non-residential acreages allocated for development within the Property, is attached hereto as **Exhibit B**;
- b. Rezoning of the Property, as rezoned by Ordinance No. 1676, on November 17, 2020;
- c. The Lakeside Infrastructure Master Plans, as more particularly listed in **Exhibit C** attached hereto, accepted and approved by the County and detailing the infrastructure and timing for installation thereof required to support development of the Property consistent with the General Plan, Specific Plan and zoning for the Property, as amended (the “**Infrastructure Master Plans**”);
- d. The Community Design Master Plan, dated September, 2020, accepted and approved by the County, detailing the design elements and improvements for public parks, open space, streetscape, and landscaping associated with development of the Project and incorporating the elements of the Parks and Open Space Master Plan and Public Landscaping Master Plan associated with development of the Project (the “**Community Design Master Plan**”);
- e. The Public Facilities Finance Plan, dated October, 2020, and the Urban Services Plan, dated October, 2020, and the Fiscal Impact Analysis dated October 22, 2020, associated with development of the Project (the “**Public Facilities Financing Plan,**” “**Urban Services Plan,**” and “**Fiscal Impact Analysis**”, respectively);
- f. Tentative Large Lot Subdivision Map for the Property, as approved on November 17, 2020;
- g. Tentative Small Lot Subdivision Map for the portion of the Property commonly referred to as Phase 1 of Lakeside at Sutter Pointe, as approved on November 17, 2020; and
- h. This Tier 2 Development Agreement, as approved by Ordinance No. 1679, on November 17, 2020.

G. Consistency with General and Specific Plans. Development of the Property in accordance with the Entitlements and this Agreement will provide orderly growth and development of

the Property, will promote the overall development of the Plan Area, and is consistent with the policies of the Sutter County General Plan and the Specific Plan, as amended.

H. Findings for Approval. As required by and in satisfaction of the Tier 1 Development Agreement for certain findings to approve any Tier 2 Agreement, as applied to the phased development of the Plan Area represented by this Project, the County finds approval of this Tier 2 Development Agreement would reasonably provide for the following:

- a. The improvements and services necessary to meet the service and improvement standards established by the Specific Plan, Master Plans, Public Facilities Financing Plan, and Urban Services Plan for the Project;
- b. All utility service agreements to be entered into prior to approval of improvement plans for the Project with utility and service providers regarding the provision of utilities and services to ensure the delivery of the utilities and services at the requisite levels of service and in accordance with the applicable time frames pursuant to the Entitlements;
- c. Funding of all required improvements and services for the Project pursuant to the Financing Plans described in the Entitlements and the provision of such services to the Project will not result in a reduction in current service levels to existing residents in the County in accordance with Measure M;
- d. Developer to be in compliance during development of the Project with the School Mitigation Agreements, to be amended as provided herein to adjust to the development of the Project as the first phase of development of the Plan Area;
- e. Compliance with the MMRPs applicable to the Project; and
- f. County compliance with Government Code section 65865.5.

**Definitions**

The following words or phrases used in this Agreement shall have the meanings set forth in this Section. All words not specifically defined shall be deemed to have their common meaning and/or the meaning generally given to such words in the parlance of the planning and development of real property in the State of California.

- A. "Adopting Ordinance" means Ordinance No. 1679 adopted by the Board of Supervisors on November 17, 2020, which approves this Agreement as required by the Development Agreement Law
- B. "Agreement" means this Tier 2 Development Agreement.
- C. "Collective Standards" means: i) this Agreement; ii) the Entitlements and Conditions of Approval; iii) Land Use Regulations; and iv) the Mitigation Measures.
- D. "Conditions of Approval" mean the requirements placed on the Entitlements as conditions to development of the Project, as may be amended consistent with the terms hereof.
- E. "County" means the County of Sutter.

F. “Developer” means, as applicable, either the owner listed in the preamble and signature blocks hereto, including any successor thereof, when referring to development of the portion of Lakeside at Sutter Pointe owned thereby, or all the owners listed in the preamble and signature blocks hereto, including any successor(s) thereof, when referring generally to development of Lakeside at Sutter Pointe. In particular, each owner within Lakeside at Sutter Pointe, as a Developer, is obligated to comply with the terms of this Agreement in connection with development of its portion of Lakeside at Sutter Pointe, however such owner shall not be responsible for any failure of any other owner, as a Developer, from complying with the terms hereof with respect to the development of other portions of Lakeside at Sutter Pointe owned by such other owners, except as provided in Section 6.6.

G. “Director” means the Development Services Director of the County, or equivalent title thereof as may be changed by the County from time to time.

H. “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 Board of Supervisors, unless the Adopting Ordinance becomes subject to a qualified referendum, in which case the Effective Date shall be the day after the referendum election, if the Adopting Ordinance is approved by a majority of the voters. 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 County. Notwithstanding the foregoing, this Agreement shall not become effective until fully executed. The Effective Date is inserted at the beginning of this Agreement.

I. “Entitlements” mean the development approvals and entitlements set forth in Recital F above, and all subsequent approvals and entitlements approved for the Property consistent herewith, including all Conditions of Approval placed thereon.

J. “Infrastructure Master Plans” has the meaning set forth in Recital F. Exhibit C contains a list of Infrastructure Master Plans applicable to the Project and the Property.

K. “Land Use Regulations” means:

- 1. Sutter County General Plan;
- 2. Sutter Pointe Specific Plan as amended by Resolution No. 20-058 adopted by the Board of Supervisors on November 17, 2020;
- 3. Sutter Pointe Land Use and Development Code as amended by Ordinance No. 1677 adopted by the Board of Supervisors on November 17, 2020;
- 4. Sutter County Subdivision Ordinance and Improvement Standards as amended by Ordinance No. 1678 adopted by the Board of Supervisors on November 17, 2020;
- 5. Sutter Pointe Design Guidelines; and
- 6. The Infrastructure Master Plans.

L. “Project EIR” means the EIR and First Addendum and Second Addendum thereto, as certified by the Board of Supervisors for the Specific Plan, as amended.

M. "Mitigation Measures" mean the requirements placed on the Property to cure or lessen the environmental impacts of the Project as identified in the Project EIR.

N. "Party" means either Developer or County, as applicable, and "Parties" means Developer and County.

O. "Plan Area" means property within the Sutter Pointe Specific Plan. "Project" means the development of the Property in accordance with the Collective Standards.

P. "Property" means the property commonly known as Lakeside at Sutter Pointe, as more particularly described in Exhibit A hereto.

Q. "SPSP Fee Program" or "SPSP Plan Area Fee Program" means that future development impact fee program that will apply to SPSP development and that the County shall adopt to provide funding and reimbursement mechanisms for SPSP backbone infrastructure and public facilities, as more particularly set forth in the Public Facilities Financing Plan.

**SECTION 1. - GENERAL PROVISIONS**

1.1 All Exhibits Deemed Incorporated by Reference. Unless specifically stated to the contrary, all Exhibits described and attached hereto shall be deemed a part of this Agreement and incorporated herein.

1.2 Agreement to be Recorded. Following the Effective Date, this Agreement will be recorded in the Official Records of Sutter County, pursuant to Government Code Section 65868.5. The Parties acknowledge that section 65868.5 of the Development Agreement Statute requires this Agreement to be recorded in the Official Records no later than ten (10) days after the Effective Date.

1.3 Term/Extensions. The term of this Agreement ("Term") is thirty (30) years, commencing on the Effective Date. The Term of this Agreement shall be automatically extended for two additional five (5) year terms, unless at or prior to the time of such extension becoming effective, the Board of Supervisors finds that any such extension is not in the best interests of the County. The expiration date for the Tentative Maps and any subsequently approved tentative maps for the Project, shall be extended for the term of this Agreement.

1.4 Tolling and Extension During Legal Challenge or Moratoria. In the event that this Agreement or any of the Entitlements or the Project EIR or any subsequent approvals or permits required to implement the Entitlements are subjected to legal challenge by a third party other than Developer, and Developer is unable to proceed with the Project due to such litigation (or Developer gives written notice to County that it is electing not to proceed with the Project until such litigation is resolved to Developer's satisfaction), the Term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Developer, be extended and tolled during such litigation until the entry of final order or judgment upholding this Agreement and/or Entitlements, or the litigation is dismissed and/or resolved by stipulation and/or agreement of the Parties.

Similarly, if Developer is unable to develop the Property due to the imposition by the County or other public agency of a development moratoria for health or safety reasons unrelated to the performance of Developer's obligations hereunder (including without limitation, moratoria imposed due to the unavailability of water or sewer to serve the Plan Area), then the Term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of

Developer, be extended and tolled for the period of time that such moratoria prevents such development of the Property.

In no event shall this Agreement be tolled, for any reason, for a period longer than three (3) cumulative years; provided, however, this limitation on the tolling period shall not apply with respect to any tolling of the Term due to the filing of any legal challenge against the County's initial approval of the Entitlements described in Recital F above.

1.5 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

1.5.1 Expiration of the term, as may be extended;

1.5.2 Entry of a final court judgment or issuance of a final court order directed to the County to set aside, withdraw, or abrogate the County's approval of this Agreement or any material part of the approved Entitlements;

1.5.3 The effective date of a Party's election to terminate the Agreement as provided in Section 6.2 of this Agreement;

1.5.4 As to a single family residential lot within the Project, upon building permit final and the conveyance of such lot to a bona fide good faith purchaser. Such termination shall be automatic without any further action by either Party or the need to record any further documents; or

1.5.5 As to a non-residential or multi-family parcel within the Project, upon delivery of a written request from the owner of such parcel to terminate this Agreement, which request may be made any time after building permit final for all buildings to be constructed on such parcel, provided no breach then exists hereunder and no obligations remain outstanding to be performed by the owner hereunder related to the development of such parcel. Any such termination shall require the parties to sign and execute for recordation a termination of this Agreement in form acceptable to the parties; the owner requesting such termination shall pay the cost of recording such termination.

1.6 Title to Property. Developer represents and warrants that as of the Effective Date, Developer holds 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 this Agreement.

1.7 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.

1.8 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, each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party from any claim for a commission from any broker who represented or is alleged to have represented the Indemnifying Party in the negotiation and entry of this Agreement in accordance with Section 7.2.



1.9 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.

1.10 Covenants Running with the Land. Any successors in interest to the County or Developer shall be subject to the provisions set forth in Government Code Sections 65865.4 and 65868.5. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do, or refrain from doing, some act with regard to the development of the Property (a) is for the benefit of and is a burden upon the Property; (b) runs with the Property and every portion thereof; and (c) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof. Nothing herein shall waive or limit the provisions of this Agreement or any other agreement related to any rights to reimbursements or other such rights that are expressly stated as being personal to Developer, and no successor owner of the Property, or any portion of it, or any interest in it shall have any rights to any such personal reimbursement rights or other such personal rights of Developer except those assigned to the successor by Developer in writing pursuant to Section 1.11 below.

1.11 Right to Assign; Non-Severable Obligations.

1.11.1 Except as otherwise provided, and provided that Developer is not in default of this Agreement pursuant to Section 6 herein, each Developer shall have the right to assign this Agreement as to the portion of the Property owned thereby, or any portion thereof, in connection with the sale, transfer or conveyance thereof to another Developer or a third party during the term of this Agreement. Prior to consummation of any transfer or assignment of any interest in the Property, the transferee/assignee shall agree in writing to be bound by and to comply with all the terms of this Agreement by executing an assignment agreement substantially in the form set forth in Exhibit D. Provided such assignment is done in accordance with this Section 1.11, upon the conveyance of such portion of the Property to the assignee, the assigning Developer shall be released from any further liability or obligation, from this Agreement related to the portion of the Property so conveyed, and the assignee shall thereafter be the "**Developer**" with all rights and obligations related thereto, with respect to such conveyed property. Unless the assignment agreement expressly states otherwise, all rights to reimbursement will remain with the assigning Developer.

1.11.2 The obligations and conditions set forth in this Agreement are not severable, and any sale of the Property, in whole or in part, or assignment of this Agreement, in whole or in part, which attempts to sever the obligations and/or conditions from the Property shall be a nullity and shall have no force or effect.

1.12 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the County and Developer, as provided in Government Code Section 65868. The cost to the County in processing such a proposed amendment shall be paid by the requesting Party. If the proposed amendment affects less than the entirety of the Property, then such amendment need only be approved by the County and the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. Changes to land uses for any portion of the Property that do not affect or reduce the land uses permitted for the balance of the Property shall be deemed to affect only the portion of the Property where the land uses are being changed and shall not require the consent or approval of the owners within the balance of the Specific Plan, even if such changes may affect the relative financial obligations of the owners within the Specific Plan under the applicable Public Facilities Financing Plan, Urban Services Plan and/or the SPSP Fee Program. Nothing in this section

shall prohibit the County from imposing, as part of its approval of any such amendment for all or a portion of the Property, additional financial covenants to mitigate any impacts of the proposed amendment on the overall financing plan for the Project.

1.13 Minor Modifications to and Approval of Subsequent Entitlements. The Parties acknowledge that under the County Zoning Code and applicable rules, regulations, and policies of the County that the Development Services Director, or his or her designee, has the discretion to approve minor modifications to approved plans pursuant to this Agreement without the requirement for a public hearing or approval by the Board of Supervisors in accordance with the procedures set forth in the Specific Plan. Accordingly, Developer may apply, in writing, to modify the Entitlements and/or obtain subsequent land use approvals consistent with the Entitlements. Such modification and/or subsequent approvals may be processed, and upon approval shall be deemed included within and part of the Entitlements vested hereby, without any amendment to this Agreement, if the County, in its sole discretion, determines that the requested modification or subsequent approval (1) is consistent with this Development Agreement, (2) does not alter this Agreement's term, provisions for reservation and dedication of land, or monetary contributions, (3) does not substantially alter the permitted uses, density or intensity of use, or maximum height or size of proposed buildings, (4) does not substantially alter the public improvements to be constructed by Developer and (5) is consistent with the General Plan and Specific Plan, as may be amended ("Minor Modifications"). If the County determines that the requested modification or approval is inconsistent with this Agreement, alters its term or substantially alters its uses, or is otherwise not a Minor Modification, the modification or approval will not be processed without processing a concurrent amendment to this Agreement in accordance with Section 1.12.

1.14 Effect of Agreement. This Agreement, together with any subsequent amendments and subsequent land use approvals consistent with the terms hereof, shall constitute the entire agreement of the Parties as to the development of the Property and supersedes and replaces the Tier 1 Development Agreement. This Agreement shall have no effect on the separate, existing agreements between the County and some of the Developers related to reimbursements associated with prior advances for planning and infrastructure improvements, including without limitation the existing Riego Road/Hwy 99 Interchange Reimbursement Agreement and the Specific Plan Planning Costs Reimbursement Agreement (the "**Planning Cost Reimbursement Agreement**"), which shall remain in full force and effect.

1.15 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

1.16 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case either Party may terminate this Agreement by providing written notice thereof to the other Parties. In the event of such termination, the provisions of Section 1.5 relating to termination of this Agreement by mutual written consent shall apply. Without limiting the generality of the foregoing, no judgment determining that a portion of this Agreement is unenforceable or invalid shall release Developer from its obligations to indemnify the County under this Agreement.

1.17 Choice of Law; Venue. This Agreement shall be interpreted according to the laws of the State of California. The venue for any litigation concerning its meaning shall be the Superior Court of Sutter County, California.

1.18 Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, or by electronic mail to the principal offices of the County and Developer or Developer's assigns and successors. Notice shall be effective on the date delivered in person or by email (if delivered prior to 5:00pm local time), or the date when the postal authorities indicate that the mailing was delivered to the address of the receiving Party indicated below:

Notice to the County:

County of Sutter  
1130 Civic Center Blvd.  
Yuba City, CA 95993  
Attn: Development Services Director  
Email: NHay@co.sutter.ca.us

Notice to Developer:

South Sutter, LLC  
Riego 1700, LLC  
c/o Lennar Communities  
1025 Creekside Ridge Drive, Suite 240  
Roseville, CA 95678  
Attn: Larry Gualco  
Email: larry.gualco@lennar.com

Sankey 380, LLC  
TDW Enterprises LP  
3001 I Street, Suite 300  
Sacramento, CA 95816  
Attn: Tom Winn and George Carpenter  
Email: tom@winncommunities.com;  
georgemcarpenter@comcast.net

With email copies for any/each Developer to:  
bob@shattuck.solutions

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

1.20 List of Exhibits.

Exhibit A: Property Legal Description  
Exhibit B: Property Land Use Map  
Exhibit C: List of Infrastructure Master Plans  
Exhibit D: Form of Assignment and Assumption Agreement  
Exhibit E: Advance Funding for Certain Urban Services and Sutter Pointe County Service Area

1.21 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

1.22 Signatures. Developer and County represent and warrant that the individuals executing this Agreement have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and County.

1.23 Replacement and Cancellation of Tier 1 Development Agreement. Upon the Effective Date of this Agreement and recordation of this Agreement in the Official Records of Sutter County, this Agreement shall replace and supersede the Tier 1 Development Agreement in its entirety. Accordingly, upon recordation of this Agreement, the Tier 1 Development Agreement shall be nullified and of no further force or effect and the Tier 1 Development Agreement shall no longer constitute matters of record with respect to the Property. Following recordation of this Agreement, Developer and County hereby authorize and direct any and all issuers of title insurance with respect to the Property not to indicate the Tier 1 Development Agreement as a matter affecting the condition of title to the Property.

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

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

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

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

1.24.4 Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Provided, however, notwithstanding anything to the contrary above, any Mortgagee, or the successors or assigns of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer

hereunder in a form acceptable to the County. A Mortgagee who fails to assume the obligations of Developer, and that Mortgagee's successors, shall have no vested rights and shall be subject to all applicable plans, ordinances, taxes, fees and assessments that would be applicable to a property owner or developer holding title to land or seeking to develop land without vested rights.

## **SECTION 2. - DEVELOPMENT OF THE PROPERTY**

2.1 Collective Standards. The Property shall be developed in accordance with the Collective Standards, including the Entitlements, and all Conditions of Approval related thereto, as may be amended from time to time.

2.2 Vested Rights of the Developer. Developer shall have the vested right to develop the Property in accordance with the Collective Standards, provided that Developer is not in default under this Agreement. The vested right to proceed with the Project shall be subject to any subsequent discretionary approvals required in order to complete the Project provided that any conditions, terms, restrictions, and requirements for such subsequent discretionary approvals shall not prevent development of the land for the uses and to the density or intensity of development or rate or timing of development set forth in this Agreement and the Entitlements.

2.3 Rights Retained by the County. Notwithstanding any other provisions of this Agreement, including the vesting of Entitlements granted hereby, the County retains the following reserved powers and retains the authority to take the following actions:

2.3.1 Grant or deny applications for land use entitlements and approvals for the Project and the Property, consistent with the Collective Standards.

2.3.2 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.

2.3.3 Adopt and apply application fees and charges of every kind and nature imposed by the County to cover the actual costs to the County of processing development applications or for monitoring compliance with any land use entitlements granted or issued.

2.3.4 Adopt and apply procedural regulations related to hearing bodies, applications, notices, findings, hearings, reports, appeals and any other matter of procedure, provided such procedures are uniformly applied on a county-wide basis to all substantially similar types of development projects and properties.

2.3.5 Adopt and apply regulations governing construction standards and specifications, including, without limitations, the County's building code, plumbing code, mechanical code, electrical code and grading code and all other uniform construction codes then applicable in the County at the time of permit application.

2.3.6 Adopt and apply new County laws or regulations that are mandated by state or federal law.

2.3.7 Adopt and apply any fees, taxes, assessments, and charges which are in effect and collected at the time of the approval of a subsequent Entitlement or the issuance of a Building Permit, as provided in this Agreement or as generally applicable throughout the County, including but

not limited to impact fees, provided that such fees, taxes and assessments are generally consistent with the Public Facilities Financing Plan, Urban Services Plan and SPSP Fee Program, or otherwise apply to all similar private projects within the County and are reasonably related to the cost of the facility or service for which the fee or assessment is imposed. For any fees that are assessed by zone or area, "similar private projects" will mean projects in the same zone or area as the Project.

2.3.8 Nothing herein shall be construed to limit the County's general police power to implement, based upon appropriate and adequate findings, specific measures necessary to alleviate legitimate and bona fide harmful and noxious uses, or protect against real, actual, and dangerous threats to the health and safety of County residents, in which event any rule, regulation or policy imposed on the development of the Property shall be done to the minimum extent necessary to correct such bona fide harmful and noxious uses or protect against any such real, actual and dangerous threats to the health and safety of County residents.

### SECTION 3. - DEVELOPER OBLIGATIONS

3.1 Property Development. The Property shall be developed in accordance with the Entitlements, as may be amended and/or supplemented by subsequent approvals as provided herein.

3.2 Phasing of Construction of Infrastructure Improvements. Developer shall be responsible for the design, plans, specifications and estimates, utility relocation, right-of-way acquisition, and construction of the infrastructure improvements required for development of the Project, as more fully described in the Infrastructure Master Plans approved for the Project. The construction of the improvements may be phased with Developer's phased development of the Project to provide the improvements required to serve each phase of such development. Developer shall satisfy the timing requirements for construction of the improvements required for the development of the Property, or phases thereof as desired by Developer, as described by and consistent with the Collective Standards, including the Entitlements, the Conditions of Approval, the Mitigation Measures, and the Infrastructure Master Plans. The Specific Plan and Infrastructure Master Plans currently describe certain phases of development for the Project, with the corresponding improvements required to serve each phase thereof described by the Specific Plan and the Infrastructure Master Plans.

Developer may modify the phasing of such development during the build-out of the Project, subject to approval by the County of any changes to the list of improvements required to serve such modified phasing of development; County shall apply the same methodology used to establish the approved phasing plan for the Project to determine any revisions to the list of improvements required to serve such revised phasing plan. County shall not require Developer to install any improvements other than those identified for the overall Project described in the Infrastructure Master Plans except to the extent the County reasonably determines that changes in the Project necessitate additional improvements that were not contemplated or required at the time the Infrastructure Master Plans were developed and are reasonably necessary to address the changes in the Project. Any such revisions to the phasing plan for development of the Project and corresponding list of improvements to serve such amended phasing plan shall not require an amendment to this Agreement to be effective.

3.2.1 Construction of Excess Sewer Capacity to Support Jobs Development. To support the County's efforts to attract job-creating industries to the Plan Area, Developer agrees to oversize the sewer improvements to be installed by Developer to serve the Project by increasing the size of its 7-mile, off-site sewer transmission force main to an 18-inch line and increasing the lift station pumping capacity to 250 horsepower ("**Lakeside Lift Station**"). The parties anticipate that these

oversized sewer transmission improvements will cost approximately \$26.3 million to design, permit and install and will provide total capacity to serve approximately 9,500 ESDs of development. The Project will require approximately 5,238 ESDs of capacity to support full build out, leaving sewer capacity in excess of that needed to serve the Project of approximately 4,172 ESDs (the “**Excess Capacity**”). During development of the Project and until such time that the last single family building permit is issued for the Project, in addition to the reservation of the 5,238 ESDs of capacity to serve the Project, Developer will retain the exclusive right to use half of the Excess Capacity generated by the foregoing improvements for development of additional land within the Plan Area and/or increased density within the Project, provided nothing herein commits the County to approve any such other or increased development.

The County will retain the right to allocate the other half of the Excess Capacity for non-residential commercial and/or industrial developments to promote job growth within the Plan Area; provided, however, that the County’s share of the reserved Excess Capacity may be used for or allocated to residential development following the earlier to occur of (i) issuance of the last building permit for single family development within the Project, or (ii) termination of this Development Agreement, unless otherwise agreed to by Developer at its sole discretion (the “**Use Restriction Period**”). If other residential development within the Plan Area desires to go forward before termination of the Use Restriction Period, such development must either acquire ESD capacity from Developer or install additional sewer improvements to provide the capacity required to serve such development, such as installing another force main to the sewer interceptor as planned for the overall development of the Specific Plan. After termination of the Use Restriction Period, the County may acquire or allow another developer to acquire the Excess Capacity then remaining in the oversized sewer improvements installed by Developer for residential development within the Plan Area (including any portion thereof initially allocated hereunder to Developer but not used thereby), in one purchase, at the then per ESD cost of such capacity described below. Notwithstanding the foregoing, the Parties may mutually agree to allow the purchase of portions of Excess Capacity rather than requiring that all capacity be purchased at one time.

The County acknowledges that, to use the Excess Capacity, an off-site transmission main and lift station (“**Additional Backbone Sewer Facilities**”) will likely be required to be extended from any proposed development to the location of the oversized sewer lift station at Lakeside. As, if and when the County approves developments that will use the Excess Capacity generated by the oversized sewer improvements, the County shall reimburse, or cause such developer to reimburse, Developer for the fair share of ESD capacity allocated for development thereof. Such reimbursement shall be based on the total cost of the oversized sewer improvements installed by Developer per ESD of capacity created thereby (as such costs and resulting capacity are approved by the County), times the amount of ESD capacity allocated for the development. The cost per ESD of capacity, as approved by the County after completion by Developer, shall be increased annually after such completion by the greater of (i) the percentage change in the Construction Cost Index per annum or (ii) three percent (3%) per year (provided this second adjustment factor shall not apply for any reimbursements paid more than twenty (20) years after completion of these sewer improvements by Developer). Such reimbursement shall be due upon the issuance of the first building permit for the development and shall be based on the total capacity required and reserved by the County to support full buildout of the development as approved by the County. By way of example, if the cost of the sewer improvements is \$26.3 million, and said improvements provide capacity for 9,500 ESDs, then the per ESD charge would be \$2,768, which amount would then be escalated by the index provided above and the product of which would then multiplied by the number of ESDs served by the project to determine the amount paid at building permit.

If, prior to the termination of the Use Restriction Period, circumstances change such that the County desires to acquire additional excess capacity from Developer's allocated share to support more jobs-creating development that cannot be supported by the County's than remaining allocated share of excess capacity, upon request of the County, the parties shall meet and confer regarding the potential use by the County of Developer's share of excess capacity for such other job-creating developments.

In addition to the foregoing requirements, Developer agrees to submit to the County a set of engineering and design plans for construction of the Additional Backbone Sewer Facilities from the Lakeside Pump Station to a point in or near Riego Road immediately west of Highway 99. The Additional Backbone Sewer Facilities shall be sized to serve at least 300 acres of employment land uses, assuming warehousing-type land uses. The plans shall be submitted for first plan check no later than completion of construction of the Lakeside Pump Station. All costs incurred by Developer to do the design and engineering shall be reimbursed to Developer at the time and in the same manner as the Developer is reimbursed for the first bit of Excess Capacity used.

In the event another developer has already submitted an application for entitlements for the North Employment Village, the West Activity Center and/or the South Employment Village as these areas are described in the Specific Plan ("**Employment Areas**"), then the obligation of Developer to complete engineering and design of the Additional Backbone Sewer Facilities shall be excused. However, Developer agrees to cooperate in good faith, but at no cost to Developer, with respect to another developer connection to the Lakeside Pump Station, including the granting of necessary easements for connection to the Lakeside Pump Station.

In the event Developer has completed the plans for first plan check and no developer has made an application for entitlements for any of the Employment Areas and the County believes in good faith: (a) that the reason no developer has made such an application is the lack of sewer service in the immediate vicinity, and (b) that it is infeasible for developers and/or landowners in the Employment Areas to construct the Additional Sewer Facilities needed to serve their projects, then the parties will meet and confer in good faith to discuss the terms and conditions for construction of the Additional Backbone Sewer Facilities to one of the Employment Areas by Developer in exchange for an immediate reimbursement or other consideration to be determined and agreed upon during such meetings.

**3.2.2 Reservation of Capacity.** In consideration of this Agreement, including Developer's commitment to install the oversized sewer improvements described above, sufficient capacity shall be reserved in other infrastructure improvements paid for or financed by Developer or the Project to permit development of the Project, and may not be allocated to any other development(s) within the Specific Plan during the Term of this Agreement or until the Project is completely built-out, whichever occurs first, without the prior written consent of Developer, which will not be unreasonably withheld. This reservation of capacity only applies to infrastructure owned and operated by the County (i.e., the Developer acknowledges that the County will not be providing certain services such as water, electricity, gas, and telecommunications, and therefore cannot and does not promise to reserve capacity in such infrastructure.)

Developer acknowledges that additional capacity within the infrastructure installed for the Project may become available based on technological changes or efficiencies and/or experience with the actual service demands generated by development of the Project. If the County determines that additional capacity is available in any improvements installed by Developer based on such changed



circumstances and/or County standards, any such additional capacity shall remain available exclusively to Developer for development of other portions of the Plan Area and shall not be allocated for development by other owners within the Plan Area without the prior written consent of Developer. Developer may withhold or grant its consent in its sole and absolute discretion if the proposed allocation is for residential development; however if the proposed allocation is for development other than residential, Developer may only withhold its consent in the reasonable exercise of its discretion. If Developer consents to the use of any such additional capacity by another development, then such other development shall reimburse Developer for its fair share of the cost of such additional capacity (based on the total cost of the improvements incurred by Developer and the share thereof being allocated for such development, as adjusted annually by the cost of construction inflation factor used by the Plan Area fee program), which shall be due upon recordation of the first small lot subdivision map or issuance of the first building permit for such development, whichever occurs first.

3.3 Affordable Housing. Development of the Project shall comply with the County's Affordable Housing Program Ordinance (Chapter 1600 of the Sutter County Code, the "**Affordable Housing Ordinance**"), as provided herein. County acknowledges that, so long as Developer installs the infrastructure and public facilities as and when required by the Entitlements and Conditions of Approval, including the infrastructure and facilities required by the Infrastructure Master Plans and adopted master plans for the Project and the oversizing of sewer improvements described herein, Developer will be making substantial and disproportionate contributions to the development of the Plan Area by this Project that support the overall development of the Plan Area. Based on these significant and disproportionate investments to commence development of the Specific Plan, the County finds that requiring the Project to develop affordable housing, in addition to of the Project's infrastructure requirements, is not economically feasible. In consideration thereof, and as an alternative authorized and permitted by the Affordable Housing Ordinance, the County agrees that Developer may satisfy its affordable housing obligation for the Project by offering to dedicate to the County the Multifamily Parcel described below for development of affordable housing and that, by making such irrevocable offer of dedication and complying with the other terms set forth below, Developer will thereby fully satisfy all affordable housing obligations related to development of the Project and shall not be subject to any other affordable housing obligations related thereto during its development of the Project; provided, however, that if the number of residential units within the Project is increased to more than 4,120 units, County reserves the right to require further actions by the Developer to comply with the affordable housing obligation triggered by the development of the residential units in excess of 4,120 units (based on the Specific Plan allocation of 206 units to the Multifamily Parcel, which equals five percent (5%) of said 4,120 units.)

3.3.1 Irrevocable Offer of Dedication of Multifamily Site for Affordable Housing. In satisfaction of the Project's affordable housing obligation, Developer shall irrevocably offer to dedicate to the County, in fee and at no cost to the County, the approximately 11.1 acre multifamily site located near the North Activity Center at the north end of the Project, identified as Parcel 3B on the land use map of the Project attached hereto as **Exhibit B** (the "**Multifamily Parcel**"). The Multifamily Parcel shall be irrevocably offered for dedicated to the County upon recordation of the final large lot or small lot subdivision map within the Project that includes the Multifamily Parcel, either as part of the final map or as a separate document, as desired and in a form approved by the County. The Multifamily Parcel shall be free and clear of any monetary encumbrances (other than the lien for current taxes) and free of any hazardous materials or environmental constraints that would prevent residential development thereof. Developer shall install roadway and frontage improvements to the Multifamily Parcel (consisting of roadway, curb, gutter and sidewalk [but sidewalks only if sidewalks are installed on one or more of the parcels adjacent to the Multifamily Parcel], and wet and

dry utilities installed within the right of way or utility easement area to serve the development of the Parcel as required by the County with the utilities stubbed to the parcel [but Developer shall not be required to pay fees required by the County or any other service provider that are required to be paid at the time said utilities are stubbed to the parcel] but not including landscaping); these frontage and utility improvements shall be installed by Developer concurrently with the installation of the balance of the subdivision improvements required by the applicable final map. Developer shall also rough grade the Multifamily Parcel concurrently with its rough grading of the balance of the property within the subdivision. Any monetary encumbrances (other than the lien for current taxes) shall be subordinated to the dedication at the time of dedication and removed at the time of acceptance by the County such that, upon acceptance of the dedication, the County will take title to the Multifamily Parcel free and clear of any such monetary liens or encumbrances. The Multifamily Parcel shall be subject to any and all other non-monetary encumbrances existing as of record as of the Effective Date hereof; prior to Developer's dedication of the Multifamily Parcel to the County as part of the final subdivision map creating such Parcel, the County shall review and approve the condition of title to the Multifamily Parcel to confirm that the Multifamily Parcel is suitable for the development of multifamily and/or affordable housing but shall not be required to take title subject to encumbrances that were not of record as of the Effective Date except non-monetary encumbrances imposed or agreed to as a condition of development of the property approved by the County.

The County may accept the dedication at any time from and after the dedication thereof by Developer, provided Developer shall not be obligated to accelerate the timing of its construction of the subdivision improvements that include the frontage improvements thereto if the County elects to accept the dedication prior to the installation of such improvements. Until the County accepts such dedication, Developer shall remain obligated to maintain the Multifamily Parcel in good condition and repair and in accordance with all County laws and requirements (including required weed and trash abatement) and continue to pay all taxes and assessments allocable thereto. Although this dedication shall be irrevocable, if the County does not accept the dedication of the Multifamily Parcel by the later of (i) termination of the Term of this Development Agreement or (ii) thirty (30) years from the dedication of the Multifamily Parcel to the County, then this dedication shall terminate and the County shall have no further interest in, or right to acquire, the Multifamily Parcel hereunder. Upon any such termination, upon request of Developer or Developer's successor in interest to the Multifamily Parcel, the County will execute in recordable form, at no cost or liability to the County, an abandonment or termination of this dedication or other such document to evidence the termination as a matter of public record of the County's right to assume ownership of the Multifamily Parcel hereunder.

3.4 County Facilities. Developer shall support the installation and equipping of the County facilities (fire/sheriff/corp yard) planned to support development of the Project, as described in the Specific Plan and the Public Facilities Financing Plan. Such support shall be provided by and through: (i) its approval of the formation of and inclusion of the Property in the County facilities fee program and any land-secured financing district, or other mutually agreed upon financing method, described in the Public Facilities Financing Plan to fund such installation and equipping of these planned County facilities; (ii) dedication of the portions of the Property planned for such County facilities, at no cost to County (provided the value of such dedications shall be credited to the Developer(s) providing such dedications in accordance with the Public Facilities Financing Plan) and free of all monetary encumbrances and liens (excluding the lien for current taxes and assessments) and free of any hazardous materials or environmental constraints; (iii) advancing funds for and/or installing interim County facilities as and when required by the Entitlements for the Project, including without limitation, advancing the funds for interim fire facilities and constructing the permanent fire facilities described below, at no cost to County (provided the funds advanced and/or costs incurred therefor shall be

credited to the Developer(s) providing such funding and/or installing such facilities in accordance with the Public Facilities Financing Plan). Until the County accepts such dedicated portions of the Property, Developer shall remain obligated to maintain such property in good condition and repair and in accordance with all County laws and requirements (including required weed and trash abatement) and continue to pay all taxes and assessments allocable thereto. Such public land dedications shall be made prior to or concurrently with the recordation of the first large lot or small lot final map for any portion of the Property that includes a planned County facility. The adoption of the County facilities fee and formation of the land-secured financing district, or other mutually agreed upon the financing method, shall be completed by the County, at Developer's cost, prior to the issuance of the first building permit within the Property, excluding permits for model homes.

3.4.1 Interim and Permanent Fire Station Improvements. Developer shall advance the funds required for interim fire station facilities and equipment and shall also construct and equip a permanent fire station, as and when required by the Entitlements to serve development of the Project. The timing and scope for the advanced funding of the interim facilities and construction and equipping of the permanent fire station facilities are more particularly described in the Specific Plan, the Public Facilities Financing Plan, and in the Conditions of Approval for the Project.

The County acknowledges that the Project's fair share, Plan Area-wide obligation for fire facilities is estimated to be less than half of the anticipated costs of the Developer's advance-funding requirement, representing significant oversizing benefiting existing residents and businesses, as well as future Plan Area development. Subject to County review and approval of the costs expended for these facilities, the funds advanced for the permanent fire facilities and equipment, as well as those funds advanced for interim fire facilities that the County determines can be incorporated into and made a part of the permanent facilities, shall be creditable against and/or reimbursable from the entire non-park/open space/trail/public facilities component of the planned County facilities fee in accordance with the Public Facilities Financing Plan. The process for Developer constructing and equipping these facilities, County reviewing and confirming the eligible costs thereof, and the allocation to Developer of fee credits against and/or fee reimbursements from the planned public facilities fee for such work shall be subject to the County and Developer entering a separate fee credit and reimbursement agreement at the time of Developer's construction and equipping thereof.

3.4.2 Urban Services. Developer shall support the provision of the urban services planned and approved by the County to support development of the Project, as described in the Specific Plan, the Urban Services Plan, the Fiscal Impact Analysis and the Public Facilities Financing Plan. Such support shall be provided through: i) its approval of the formation of and inclusion of the Property in the County services financing district, or other mutually agreed upon financing method, described in the Urban Services Plan to fund the provision of such urban services; and ii) providing advance funding for vehicles, equipment and hiring and training of fire and sheriff staff as set forth in **Exhibit E**. Such services shall be phased in over the course of development of the Project, as such phasing is described in the Urban Services Plan and as may be revised from time to time by the County if and to the extent Developer revises the phasing of its development consistent with the Entitlements, subject to County approval which shall not be unreasonably withheld. The formation of the County services financing district shall be completed by the County, at Developer's cost, prior to the first to occur of approval of the first small lot final subdivision map or the first building permit within the Property. As part of this financing district, the County shall have the authority to levy special taxes against undeveloped portions of the Project planned for single family development (i.e., portions of the Project planned for single family development for which a final small lot subdivision map has not been recorded and no building permits have been issued) if and to the extent the special taxes to be levied

against and collected from the developed and developing portions of the Project are not expected to adequately fund the costs of the urban services then required to serve such development. The levy of taxes against any undeveloped portions of the Project planned for single family development shall be levied in accordance with the terms of the County services financing district. As more particularly provided in the Urban Services Plan, the urban services to be funded by the County services financing district, or other mutually agreed upon financing method, have been designed and will be provided in a cost-effective and efficient manner that does not unnecessarily erode the available bonding capacity under the public facilities financing district(s) described in Section 4.3 below to finance the required infrastructure improvements for the Project.

3.4.2.1 Formation of a New or the Reconfiguration of an Existing County Services Area. Given the location of the Project relative to existing County facilities and services and wide range of ongoing municipal services, most of which are unique to the Project, the County and Developer acknowledge the necessity to implement a distinct municipal governance structure for the Property and the Plan Area. County covenants and agrees that it will apply for and diligently pursue the necessary approvals from Sutter Local Agency Formation Commission for the establishment of a new or the reconfiguration of an existing county service area (“Sutter Pointe County Service Area” or SPCSA”) to the mutual satisfaction of the County and Developers for the purpose of providing ongoing municipal public services to the Property and eventually the Plan Area consistent with the Urban Services Plan. Developers shall advance funds and cooperate with County’s efforts to form and implement the SPCSA for the Property and Plan Area as set forth in this section 3.4.2.

3.4.2.1.1 Timing for establishment of SPCSA Financing Mechanisms. The financing mechanisms required to fund proposed SPCSA services, as outlined in the Urban Services Plan, shall be implemented and the resulting annual special taxes, fees, and/or service charges shall be approved prior to the recordation of the first final small lot subdivision map or issuance of any building permit within the Project, whichever may occur first. Notwithstanding the foregoing, grading permits may be issued within the Project prior to implementation of the financing mechanisms.

3.4.2.1.2 Advance Funding for Start-Up SPCSA Capital Costs. Developers shall provide funding for the establishment of the SPCSA and its initial or start-up costs identified in Exhibit E. To the extent that initial or start-up capital costs are included in the applicable Plan Area infrastructure or public facility costs in the Public Facilities Financing Plan, Developer shall be eligible for a fee credit and/or reimbursement agreement for such eligible initial capital costs. As part of implementation of the Public Facilities Financing Plan, as set forth in Section 9 thereof, County and Developer shall evaluate the timing and amount of the capital costs outlined in Exhibit E to ensure the facilities funding matches the level of service need of Lakeside.

3.4.2.1.3 Advance Funding for Start-Up SPCSA Operating Costs. Developers shall also provide funding for SPCSA initial or start-up operating and services costs identified in Exhibit E until such time as the SPCSA generates adequate revenues within the County Services Financing District(s) to support ongoing operating and service costs, including a reasonable reserve. As part of implementation of the Urban Services Plan, as set forth in section 5 thereof, County and Developer shall evaluate the timing and amount of funding of the operational costs outlined in Exhibit E to ensure the funding for services match the level of service needs of Lakeside.

3.5 Parks and Open Space. Developer shall support the installation and maintenance of the park and open space improvements planned and approved by the County to support development of the Project, as described in the Specific Plan, the Community Design Master Plan, the Urban Services Plan and the Public Facilities Financing Plan. Such support shall be provided through: (i) its approval of the formation of and inclusion of the Property in the County facilities services district, or

other mutually agreed upon financing method, described in the Urban Services Plan to fund the maintenance of the park and open space improvements to be installed by Developer within the Property; (ii) dedication of the portions of the Property planned for such parks and open space, at no cost to County and free of all monetary encumbrances and liens (excluding the lien for current taxes and assessments) and free of any hazardous materials or environmental constraints (excluding any constraints on the Open Space areas associated with the preservation or creation of any wetlands or other such environmentally protected areas within the Open Space areas); and (iii) construction by Developer of the park and open space improvements described in the Community Design Master Plan, as and when required by the Entitlements in connection with Developer's phased development of the Project. County acknowledges that the foregoing parkland dedications and park improvement construction, as and when required hereunder and by the Conditions of Approval, will fully satisfy the Project's parkland dedication requirements and park improvement obligations consistent with the requirements of the General Plan and Specific Plan.

Such park and open space land dedications shall be made, but not necessarily accepted, prior to or concurrently with the recordation of the first large lot or small lot final map for any portion of the Property that includes any park and/or open space areas and/or is required to be improved by Developer in connection with the development of such subdivided portion of the Property. Until the County accepts such dedicated portions of the Property, Developer shall remain obligated to maintain such property in good condition and repair and continue to pay all taxes and assessments allocable thereto. The formation of the County services district shall be completed by the County, at Developer's cost, prior to the first to occur of the approval of a small lot final subdivision map or issuance of the first building permit within the Property, excluding permits for model homes.

**3.5.1 Timing for Acceptance of Improved Park and Open Space Areas.** As and when required by the Conditions of Approval for the design and improvement of the park sites associated with the phased development of the Project, the Developer responsible for improving a park site and the County shall enter into a park improvement agreement for such park site, which shall address the timing for design of the park improvements by Developer, approval thereof by the County, and construction of the approved park improvements by Developer; such agreement may also include provisions for fee credits and/or reimbursements in accordance with the Public Facilities Financing Plan, if and to the extent such park dedications and/or improvements benefit other property(ies) outside of the Project. Upon completion of the park improvements for any park site within the Project in accordance with the improvement plans approved by the County and all applicable County standards and requirements related thereto, and so long as the County services district has then been formed and Developer is not in default in the payment of any taxes or assessments levied thereby, the County will accept the improved park site and assume the ownership and maintenance thereof (subject to any warranty from Developer related thereto).

Upon completion of any and all open space improvements for any open space area within the Project in accordance with the improvement plans approved by the County (and any other agency with jurisdiction thereover) and all applicable County standards and requirements related thereto, and so long as the County services district has then been formed and Developer is not in default in the payment of any taxes or assessments levied thereby, the County will accept the improved open space area and assume the ownership and maintenance thereof (subject to any warranty from Developer related thereto).

**3.6 School Mitigation Agreements.** In June 2009, some of the Developers, along with other parties within the Plan Area, entered into those certain Sutter Pointe School Mitigation

Agreements with the Pleasant Grove Joint Unified School District (“**Pleasant Grove School District**”) and the East Nicholas Joint Union High School District (“**East Nicholas High School District**”) to mitigate the anticipated impacts associated with development of all property within the Specific Plan. Developer intends to amend such Agreements and/or enter into separate school mitigation agreements associated solely with mitigating the impacts of development of the Property on the demand for school facilities and services, based on the Entitlements approved for the Property.

Prior to recordation of the first small lot final subdivision map within the Property, Developer shall provide copies to the County of fully executed and recorded amendments and/or separate agreements with the Pleasant Grove School District and East Nicholas High School District to mitigate the impacts of development of the Property, based on the Entitlements approved for the Property. So long as Developer is not in default of such amendments and/or separate agreements, County shall process and not withhold approval of subdivision maps, building permits or any other subsequent entitlements consistent with the Entitlements on the basis of any adverse or alleged adverse impact of such development on the demand for school facilities and services.

3.7 Timing of Development. The Parties acknowledge that Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as the timing of construction of the infrastructure improvements, market orientation and demand, interest rates, absorption, competition and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that 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 its subjective business judgment, subject only to any timing or phasing requirements set forth in the Collective Standards with respect to the phases of improvements required to serve the development phases of the Project.

3.8 Flood Protection. Development of the Project will not trigger the requirement for “Urban Level of Protection” (ULOP – 200-year projection) based on population. However, the Natomas Levee Improvement Project (“**NLIP**”) being implemented by the Sacramento Area Flood Control Agency (“**SAFCA**”) and the U.S. Army Corps of Engineers (“**USACE**”) will provide 200-year flood protection when completed. SAFCA and USACE have made significant and sufficient progress to enable the findings required by the General Plan and Specific Plan for areas requiring 100-year (and 200-year) level of protection to enable development of the Project to proceed, consistent with the Entitlements. Developer shall be responsible for payment of authorized assessments enforced by SAFCA for purposes of funding improvements to provide 200-year flood protection for the Property consistent with the terms of the November 15, 2016 Memorandum of Agreement between the County and SAFCA.

3.9 Railroad Crossing and Placer Parkway Mitigation. As more particularly provided in the Collective Standards, including the Entitlements and Conditions of Approval, the County acknowledges that the mitigation or funding obligations for (i) the Riego Road railroad crossing are limited to those identified in Mitigation Measure 3.3-2(a) of the Project EIR and (ii) Placer County roadways are limited to those identified in Mitigation Measures 3.3-1 and 3.3-3 of the Project EIR.

3.10 Utility and Service Agreements. Prior to the approval by County of improvement plans for the Property or any portion thereof, Developer shall provide copies to the County of fully executed and recorded agreements with utility and service providers, including, but not limited to, Reclamation District 1000, regarding the provision of utilities and services demonstrating the assurance of delivery of utilities and services to serve the Property at all levels of service. The County acknowledges that the agreement between the County and the Sacramento Regional County Sanitation District for service for the Plan Area dated April 26, 2017 satisfies this requirement as to sewer service and Developer is not required to enter a separate service agreement with such utility. So long as Developer is not in default of such amendments and/or separate agreements, County shall process and not withhold approval of subdivision maps, building permits or any other subsequent entitlements consistent with the Entitlements on the basis of any adverse or alleged adverse impact of such development on the demand for utility and services.

3.11 Water Supply. The County acknowledges that potable water will be provided to the Project by Golden State Water Company, who has completed a supplement to the Water Supply Assessment for Lakeside at Sutter Pointe, dated October 1, 2020, and secured all legal water rights necessary for development of the Property in accordance with this Agreement.

3.12 Riego Road Interchange and Backbone Roadway Infrastructure Reimbursement.

3.12.1 County Reimbursement. Developer, together with other Plan Area owners, entered into that certain Riego Road Interchange Reimbursement Agreement with the County, dated June 9, 2020 (the “**Riego Road Interchange Agreement**” or “**Interchange Agreement**”). The Plan Area owners committed thereunder to reimburse the County approximately \$3.855 million in principal, plus interest that has now accrued to approximately \$1.842 million, for a total reimbursement of approximately \$5.697 million that would be funded at the time of the first bond sale by the owners to develop the Plan Area. Based on the Plan Area developing in phases and the Project representing approximately 21.6% of the residential units planned for the Plan Area, the County agrees that Developer’s reimbursement obligation to the County under the Interchange Agreement (“**Developer’s Riego Road Reimbursement**”) shall be satisfied by Developer’s payment of its 21.6% share of such outstanding amount (i.e., approximately \$832,700 in principal, plus the share of interest accrued thereon at the time of such payment under the Interchange Agreement, which accrued interest now is approximately \$397,900). This reimbursement from Developer to the County shall be due from the proceeds of the first bond sale secured by the Project to finance Developer’s construction of improvements for the Project, as anticipated in Section 2 of the Interchange Agreement. Developer shall remain entitled to the benefits under the Interchange Agreement associated with such reimbursement payment by Developer (referred to in the Interchange Agreement and hereafter as a “**Financed Repayment Amount**”), including the right to receive fee credits against the Interchange Fee associated with the amount funded through the bond sale pursuant to Section 5.b.i of the Interchange Agreement.

3.12.2 Interchange Fee and Backbone Roadway Infrastructure Fees, Defined. County acknowledges that the Plan Area owners who are party to the Riego Road Interchange Agreement also committed thereunder to support and pay a fee (referred to in the Interchange Agreement as the “**Interchange Cost Set-Aside Component**” of the **Transportation Fee**, and referred to hereinafter as the “**Interchange Fee**”) to fund the reimbursement to the owners of approximately \$7.2 million in principal and accrued interest for the costs advanced by the owners for the Riego Road Interchange. County agrees, to the extent allowed by law and by its existing agreements with the Specific Plan owners and developers, to include the Interchange Fee into and as a subcomponent of the Transportation (or Roadway) fee component of the proposed SPSP Plan Area Fee (referred to in the Interchange Agreement and hereinafter as the “**Transportation Fee.**”) The Transportation Fee will

also include, as another fee subcomponent, certain backbone infrastructure improvement within the SPSP (referred to in the Interchange Agreement as the “**General Component of the Transportation Fee**”, and referred to hereinafter as the “**General Fee**”). County agrees, to the extent allowed by law and by its existing agreements with the Specific Plan owners and developers, to include the General Fee into and as a subcomponent of the Transportation Fee.

3.12.3 Reimbursement for Developer’s Advancements Under Riego Road Interchange Agreement. Developer is owed approximately \$2.4 million of principal and interest under the Riego Road Interchange Agreement as a priority reimbursement (referred to therein as the “**Additional Funding Amount**”), as well as other amounts advanced by Developer under the Riego Road Interchange Agreement. These other amounts include the “**Member Initial Funding Amount**” (defined in Section 1.b of the Interchange Agreement) and, when applicable, the **Financed Repayment Amount**. Collectively the Additional Funding Amount, the Member Initial Funding Amount, and the Financed Repayment Amount are referred to in the Interchange Agreement and hereinafter as the “**Interchange Cost Set-Aside Credits.**” In consideration of the funding provided by Developer under the Interchange Agreement, County agrees that Developer shall have a right to be reimbursed for unutilized Interchange Cost Set-Aside Credits in accordance with Section 5.b of the Interchange Agreement. To facilitate payment of unutilized Interchange Cost Set-Aside Credits to Developer, County agrees to apply the Interchange Fee to all new development within the SPSP, excepting only those developers who have credits against the Interchange Fee as a result of prior advance funding of such Riego Road Interchange costs as documented in the Interchange Agreement. As described in Section 3.12.4, after Developer has been fully reimbursed for unutilized General Credits, Developer would be reimbursed for any then unutilized Interchange Cost Set-Aside Credits from that portion of General Fees from other developments that was not subject to fee credits, subject to the reimbursement priorities established in Interchange Agreement. All such interim use of General Fees to reimburse amounts owed to Developer under the Interchange Agreement shall be tracked by the County, similar to an interfund loan, so that the Interchange Fee subcomponent would continue to be collected from new development for as long as required to repay General Fees used, on an interim basis, to reimburse amounts owed under the Interchange Agreement.

3.12.4 Reimbursement for Developer’s Oversizing of Backbone Roadway Infrastructure. Acknowledging the advance funding already provided by Developers for the Riego Road Interchange and the oversizing of backbone roadway infrastructure improvements described in the Interchange Agreement to be constructed by Developer hereunder, County agrees that Developer shall have a right to be reimbursed the costs of oversizing the backbone roadway infrastructure improvements serving the Project (i.e., those eligible backbone roadway costs used to calculate the General Fee that are advanced by Developer in excess of the Project’s fair share thereof), as defined and determined in the fee reimbursement agreement(s) to be entered into between the Developer and County pursuant to the SPSP Fee Program for the construction of such backbone roadway improvements (described in the Interchange Agreement and hereinafter as the “**General Credits**”).

To accelerate payment to Developer for unutilized General Credits, County agrees, to include as part of the SPSP Fee Program that, until unutilized General Credits are paid in full to Developer, other developers within the Plan Area who generate fee credits against the General Fee from their developments, may only apply credits for up to fifty percent (50%) of the then applicable General Fee. On a not less than quarterly basis, as and when the County collects payments of the General Fee, the County shall use such funds first to reimburse Developer for unutilized General credits prior to using such funds to construct and/or reimburse Developer or other developers for the costs of other eligible improvements installed thereby. From and after reimbursement of the unutilized General Credits to



Developer, the foregoing limitation as to the ability of other developers to apply credits from their construction of other creditable backbone roadway infrastructure improvements of only up to 50% of the roadway fee shall continue so long as Developer has not been reimbursed in full for unutilized Interchange Cost Set-Aside Credits (see Section 3.12.3 above). From and after reimbursement for unutilized Interchange Cost Set-Aside Credits in full to Developer, the foregoing limitation as to the ability of other developers to apply credits from their construction of other creditable backbone roadway infrastructure improvements of only up to 50% of the roadway fee shall terminate.

3.12.5 Future County Reimbursements from Bonds Secured by Other Developers' Lands. As and when other Plan Area landowners elect to enter into their own Tier 2 development agreements to develop their portion(s) of the Plan Area, unless and until the Project is completely built out, the County shall require, to the extent permitted by law, that such other owners' shares of reimbursement owed to the County under the Interchange Agreement be paid upon such other owners' first bond sales secured by their properties to support their applicable developments, as required of Developer hereunder.

3.12.6 Inclusion of Similar Terms in Future Development Agreements. County shall also use reasonable efforts at the time of approval of any such Tier 2 development agreements (or other such discretionary entitlement for development of property whereby such condition can be imposed), consistent with any limitations or restrictions in applicable law or agreements, to obtain the other Plan Area owners' agreement to include the Interchange Fee and General Fee as part of the Transportation Fee and support the manner in which credits can be applied against such Transportation Fee component as provided herein.

3.12.7 Applicability of Section to Members Under the Interchange Agreement. Nothing in this Section 3.12 is intended or shall be construed to amend the Interchange Agreement, and the parties to the Interchange Agreement identified therein as "Members" that are not also parties to this Agreement retain all rights granted thereunder.

#### **SECTION 4. - COUNTY OBLIGATIONS**

4.1 Connection to Public Improvements. County shall cooperate with Developer to connect, through the issuance of appropriate encroachment permits or cooperation with other agencies providing services, any improvements constructed as part of the Project to existing or newly constructed public improvements, provided the costs of such connections are borne by Developer.

4.2 County Cooperation and Processing. County, through its officers, agents and employees, shall cooperate with Developer and support the Project as necessary: (a) to issue approvals of improvement plans, encroachment permits, final maps, building permits and other ministerial approvals in a timely manner and (b) to obtain other permits or approvals required from other government agencies to effectuate the development of the Property. In particular, County agrees to expedite its review and processing of the improvement plans for the phased improvements of the Project, consistent with the approved Infrastructure Master Plans and phasing described therein, to facilitate the Parties' mutual desire to achieve the benefits of the improvements and corresponding phased development of the Project as soon as practically possible.

4.2.1 Advance Funding for County Administration and Review. To facilitate the County or other agency administration and review of plans, applications, studies, environmental review, and other documents related to development of the Property which are submitted in conjunction with project application, Developer agrees to continue to provide advance funding of the

reasonable cost of such County and/or other agency administration and review work, and the County agrees to accept and use such advance funding to cover such reasonable costs, all in accordance with the terms and conditions of that certain Amended and Restated Sutter Pointe Tier-2 Entitlement Processing Staff Funding Agreement entered into between the Developer Group and the County, dated as of April 27, 2020, as it may be amended or extended from time to time it. In the event that the Processing Staff Funding Agreement terminates, then the County and the Developer will enter into a new agreement (if required by the County) to provide the County with funding of the reasonable costs of the County's and/or other agency's administration and review work.

4.2.2 Review and Approval of Improvement Plans, Final Subdivision Maps and Inspections. Developer and County agree that the timely review and approval of improvement plans, tentative and final subdivision maps, design review, and building permits, and inspection of constructed facilities and residential and non-residential dwellings are important to Developer in achieving the success of the Project. To assure these services will be provided to the Project on a timely basis, if Developer so requests, County shall enter into a separate agreement in a form acceptable to County that will establish the time periods for timely review, approval and inspections by County, subject to Developer's commitment to pay all costs incurred by County to provide such timely review, approval and inspections.

4.2.3 Adoption/Implementation of SPSP and County Fee Programs. The County shall use good faith diligent efforts, at Developer's cost (but subject to reimbursement in accordance with the terms of the applicable Fee Programs), to adopt the SPSP Fee Program and County Fee Program consistent with the Public Facilities Financing Plan. After adoption thereof, the County shall use good faith efforts to implement and administer the SPSP and County Fee Programs in the manner provided therefor by the adopted Fee Programs and consistent with the Public Facilities Financing Plan. These fee programs shall be in place prior to the issuance of the first small lot final subdivision map or first building permit for the Project.

4.2.4 Fee Credits and Reimbursements. As part of the County's implementation and administration of the SPSP and County Fee Programs, where Developer is installing any infrastructure or park improvements or County facilities and/or advancing funds therefor that are included for financing under the applicable Fee Program, upon request of Developer, the County shall process and enter into a Fee Credit and Reimbursement Agreement ("**Fee Reimbursement Agreement**") for the applicable improvements to be installed by Developer in the form provided by and consistent with the requirements of the applicable Fee Program.

4.2.5 Wetland Permitting. At the request of Developer, County agrees to submit, as the applicant, any applications for wetlands permits necessary for the construction of infrastructure improvements within the Property or offsite of the Property, provided that Developer agrees to fund the costs of preparing, processing and obtaining approval of any such application(s) and for complying with all conditions imposed in connection therewith (subject to including the costs thereof as reimbursable under the Fee Programs, to the extent such infrastructure is included for financing thereby). Additional agreements between County and Developer may be required to ensure timely completion of projects in compliance with conditions imposed by the relevant local, state and/or federal agency.

4.3 Public Financing. County agrees to cooperate with Developer in the formation and implementation of public financing districts or areas of benefit, such as, a Community Facilities District or Statewide Community Infrastructure Program districts, or other mutually agreed upon

financing entity, as provided in the Public Facilities Financing Plan, as may be amended. County and Developer shall use their best efforts to cause to be formed any such financing district(s) provided that such formation is consistent with the criteria set forth in the Public Facilities Financing Plan and applicable County ordinances or adopted policies regulating such matters. County agrees that any credits or reimbursements owed to Developer under the SPSP Fee Program or other County fee program shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with any special taxes or bond proceeds secured solely against the Property

4.4 Reimbursement by Third Parties. For any infrastructure improvements or utilities constructed by Developer which (i) are not included for financing within the SPSP Fee Program, County Fee Program, or another funding program that requires contribution from other benefited property owners by fees, taxes, assessments or otherwise and (ii) either abut or traverse through and benefit property owned by third persons (such as roadway frontage improvements that are not included for funding in a funding program) and/or are oversized to benefit property owned by third persons outside of the Project, Developer shall be eligible to receive a reimbursement from the benefited property owner(s) (either from such owner(s) directly or through the County) for the fair share of the cost of the improvements benefitting such third party's property, which reimbursement shall be subject to annual adjustment similar to the annual construction cost index adjustment under the SPSP Fee Program. Reimbursement may be provided directly from the owner benefitted by such improvements or from a community facilities district or any such other infrastructure financing district if such district is formed by or includes such properties and includes monies for the construction of said improvements. The infrastructure financing documents, or one or more reimbursement agreements between County and Developer related thereto, shall provide for the determination and allocation of the fair share of such improvement costs to the third party benefitted properties and the timing for payment of such fair share reimbursement to Developer. This methodology must be approved by the Board of Supervisors as part of the financing documents and/or reimbursement agreements prior to and as a condition of Developer's eligibility for reimbursement.

Furthermore, in consideration of costs being advanced by Developer to the benefit of other Plan Area properties and the fairness of requiring subsequent developments to share in the burden of advancing and oversizing facilities for more than the Project, upon request of Developer as other portions of the Plan Area seek Tier 2 Development Agreements for their properties, County may consider including (in its sole discretion) a requirement for such other benefited properties to accelerate reimbursement for the infrastructure improvements benefiting such properties, even if included for financing by the SPSP Fee Program, to the extent required for such subsequent developments to share the burden of advancing these cost on equal basis as the Project. If and when any such accelerated reimbursement is received by Developer, Developer will be obligated under any Fee Reimbursement Agreement related to the applicable improvement(s) to assign an equivalent amount of fee reimbursements or credits to the developer(s) making such accelerated reimbursement to equalize the advance costs burdens.

County shall use reasonable efforts, consistent with any limitations or restrictions in applicable law, to impose the foregoing obligation to pay said reimbursements, as a condition of development of such benefited property at the time such property owner requests a Tier 2 Development Agreement or other such discretionary approval or other such entitlement from County for development of the benefited property whereby such condition can be imposed. Such reimbursement shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.

In no event shall County be liable for any third party reimbursements from the benefited property owner(s), except and limited to the extent the County collects any reimbursement payments therefrom.

4.5 Reimbursable Planning and Environmental Costs. As more particularly provided in the existing Planning Costs Reimbursement Agreement, certain parties, including some of the owners comprising Developer (collectively, the “**Funding Parties**”), have advanced costs (the “**Advanced Costs**”) for the preparation of the Specific Plan and all of its appendices, other technical studies, the Specific Plan EIR, and all of the County’s charges for review and processing such documents. In connection with the processing of the Entitlements for the Project, Developer has advanced additional planning costs (the “**Additional Advanced Costs**”), including costs for the preparation of the Second Addendum to the Specific Plan EIR, the Infrastructure Master Plans, the Community Design Master Plan, and Financing Plan, that will benefit other owners’ properties within the Specific Plan if and when they elect to proceed with development of their properties. In addition to its right to reimbursement under the existing Planning Costs Reimbursement Agreement, Developer shall be entitled to receive reimbursement from such benefited property owners, which may include some of the Funding Parties under such existing Agreement (either from such owner(s) directly or through the County) for the benefited owner(s)’ fair share of the Additional Advanced Costs of such work benefiting its property(ies), to be paid by the benefited owner(s) at the time of submission of any application for land use entitlements (which includes a Tier 2 Development Agreement) by such benefited owner(s). The Additional Advanced Costs to be shared by such other benefited owner(s) shall not include costs advanced by Developer that the County finds are related solely to the processing of the Entitlements for the Property and do not benefit other property(ies) within the Specific Plan. The share of such costs advanced by Developer, as documented to the County’s reasonable satisfaction, shall be paid within thirty (30) days of the County’s receipt of such reimbursement payment from a benefited owner. Said reimbursement of Developer’s share of such advanced costs is personal to Developer and does not run with the land. Developer’s right to receive these fair share reimbursements of Additional Advanced Costs shall be documented further by a separate reimbursement agreement and/or by amendment to the existing Planning Costs Reimbursement Agreement.

Developer shall provide documentation to the County’s satisfaction documenting any such Additional Advanced Costs. Reimbursement shall be limited to reasonable costs and to the benefit derived by the other benefited property(ies) at the time of such required reimbursement, considering factors including, but not limited to, time since the Effective Date, changes in technology, and changes in planning and environmental law and regulations between the costs being incurred and subject to reimbursement.

County shall use reasonable efforts, consistent with any limitations or restrictions in applicable law, to facilitate third party reimbursements but in no event shall County be liable for any third party reimbursements for Advanced Costs or Additional Advanced Costs from the benefited property owner(s).

4.6 Funding and Construction of Public Improvements. Nothing in this Agreement shall be construed as obligating the County to fund, design or construct any specific projects or improvements at any specific time. The County shall not be obligated to expend monies from its general fund or from any source not identified in this Agreement to design or construct any improvements necessary for the development of the Property.

4.7 Changes in State or Federal Law. In the event of changes in County law, based on changes to state or federal law, that prevent or preclude compliance with one or more provisions of the Entitlements and/or this Agreement, County and Developer shall meet and confer in good faith in order to determine whether such provisions of the Entitlements and/or this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with such changes in the law. County shall reasonably cooperate with Developer, at Developer's expense, in Developer effort to obtain any permits, approvals, or entitlements that may be required as a result of modifications or suspensions made pursuant to this Section. Nothing in this Agreement shall preclude County or Developer from contesting by any available means (including administrative or judicial proceedings) the applicability to the Project of any such changes in the law. If changes in the law preclude performance of this Agreement and/or development of the Property consistent with the Entitlements in a manner that makes the Project impossible Developer, while exercising reasonable judgement, may terminate this Agreement by providing written notice thereof to County.

4.8 Estoppel Certificate. Developer or its lender may, at any time, and from time to time, deliver written notice to County requesting County to certify in writing that: (a) this Agreement is in full force and effect; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) Developer is not in default of the performance of its obligations, or if in default, to describe there the nature and extent of any such defaults. Developer shall pay, within thirty (30) days following receipt of County's invoice, the actual costs borne by County in connection with its review of the proposed estoppel certificate, including the costs expended by the County Counsel's Office in connection therewith. The Director shall be authorized to execute any certificate requested by Developer hereunder. The form of estoppel certificate shall be in a form reasonably acceptable to the County Counsel. The Director shall execute and return such certificate within thirty (30) days following Developer's request therefor. Developer and County acknowledge that a certificate hereunder may be relied upon by tenants, transferees, investors, partners, bond counsel, underwriters, bond holders, and mortgagees.

#### **SECTION 5. - ANNUAL REVIEW**

During the term of this Agreement, the County shall, once every calendar year, review the extent of good faith compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code section 65865.1. Upon not less than thirty (30) days' written notice by the Director, Developer shall provide such information as may be reasonably requested by the Director and deemed by the Director to be required in order to ascertain compliance with this Agreement. Developer's failure to provide the requested information within thirty (30) days of the Director's request shall constitute a default of this Agreement in accordance with Section 6 herein.

#### **SECTION 6. - DEFAULT, ENFORCEMENT AND REMEDIES**

6.1 Application of Section. The Parties agree that the following provisions shall govern the availability of remedies should any of the Parties breach any of its obligations under this Agreement.

6.2 Default. Failure or delay by either Party to perform any term or provision of this Agreement shall constitute a default, provided, however, the default by any one of the owners comprising Developer as to the development of property owned thereby shall not be considered a default by any of the other owners comprising Developer hereunder and, provided further, the default by any successor in interest of Developer to whom Developer has assigned development rights

pursuant to Section 1.11, shall not be considered a default by Developer or by any other successor in interest of Developer as to any other portion of the Project. The County may institute proceedings pursuant to this Section against any individual defaulting owner comprising Developer. In the event of alleged default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party alleged to be in default not less than sixty (60) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any sixty (60) day period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After expiration of the sixty (60) day period, the Party alleging default, at its option, may institute legal proceedings against the Party alleged to be in default hereunder pursuant to Section 6.3 of this Agreement or give notice of intent to terminate the Agreement as to such Party alleged to be in default hereunder pursuant to California Government Code section 65868 or may pursue such other administrative remedies as may be appropriate. Following notice of intent to terminate, the matter shall be scheduled for a hearing before the County Board of Supervisors to consider and review the matter within sixty (60) calendar days. Following consideration of the evidence presented in the review, if no resolution of the matter is reached, either Party alleging the default by the other Party may give written notice of termination of this Agreement to the other Party.

6.3 Remedies. In the event of an uncured default, the Parties' remedies under this Agreement include one or more of the following:

6.3.1 An action for specific performance of an obligation of a Party, after giving that Party the opportunity to cure a default as provided in Section 6.2.

6.3.2 An action for injunctive relief to preserve the physical or legal status quo of the development of the Project pending a judicial determination of the rights of the Parties in the event of a dispute between the Parties as to their rights and obligations under this Agreement.

6.3.3 An action for declaratory relief to determine the rights and obligations of the Parties under this Agreement.

6.3.4 Termination of this Agreement.

6.4 No Monetary Damages Against County. Developer understands and agrees that the County would not be willing to enter into this Agreement if it created any monetary exposure for the County for damages (whether actual, compensatory, consequential, punitive or otherwise) in the event of a breach or alleged breach by the County. Developer specifically acknowledges that it may not seek monetary damages of any kind, and Developer, and its successors, hereby waives, relinquishes and surrenders any right to any monetary remedy. Developer, and its successors, hereby agrees to indemnify, defend, and hold the County harmless for any cost, loss, liability, expense or claim, including attorneys' fees, arising from or related to any claim brought by Developer, and its successors, inconsistent with the foregoing waiver. This limitation shall not apply to any monetary obligation of the County, either hereunder or under any applicable Fee Credit and Reimbursement Agreement, to reimburse the Developer for the costs of authorized improvements which the County agrees to and is then obligated to pay to Developer from the funding source(s) designed or adopted to fund such reimbursement.

6.5 Effect of Termination. If this Agreement is terminated following any event of default of Developer or for any other reason, such termination shall not affect the validity of the Agreement

as to any other owner(s) comprising Developer who are not then in default hereunder with respect to the development of the portion of the Project being developed thereby, nor shall any such termination affect any building or improvement within the portion of the Property owned by the defaulting Developer which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the County. Furthermore, no termination of this Agreement as to a defaulting Developer shall prevent such Developer from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the County that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

6.6 Failure by One Member of Developer Group to Complete Infrastructure Improvements Necessary for Other Developer Group Members. Should a member of the Developer Group fail to perform an obligation identified in this Agreement (including obligations in Conditions of Approval or Mitigation Measures), the completion of which is needed for development by one or more other members of the Developer Group to proceed, County, in its discretion, may withhold development approvals from the other affected members of the Developer Group, including but not limited to final map approvals and building permits, until the obligation is satisfied or secured to the County's reasonable satisfaction. Provided, however, in no such event may the County prevent other members of the Developer Group from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the County that is under construction at the time of such determination by the County of any performance failure, provided that any such building or improvement is completed in accordance with said building permit in effect at the time thereof.

#### **SECTION 7. - HOLD HARMLESS AND INDEMNIFICATION**

7.1 No Joint Venture or Partnership. County and Developer hereby renounce the existence of any form of joint venture or partnership between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating a partnership, joint venture, or other legal entity between them.

In entering into this Agreement, the County is acting under the statutory and police powers that it holds as a political subdivision of the State of California which authorize it to regulate the development of land within its boundaries and to provide for the general health, safety and welfare.

In entering into this Agreement, Developer is acting in a purely private capacity as the owner of real property in the County of Sutter, which property is subject to the jurisdiction of the County.

7.2 Indemnity by Developer.

7.2.1 Development of the Project is an undertaking that may create for Developer liability to third parties including, but not limited to, assignees of all or part of this Agreement, buyers and lessees of buildings, building contractors and subcontractors, and suppliers. Developer understands and agrees that the County would not execute this Agreement if, in so doing, it created for the County any liability to any third party. Consequently, Developer, and its successors, heirs and assigns agree to defend, indemnify and hold harmless the County, and its officers, agents, employees and volunteers (collectively, the “**County Indemnified Parties**”) from any such third-party claim or injury to person or property arising out of or relating to the operations of Developer in the development of the Project under the terms of this Agreement.

7.2.2 Developer and all successors also agree to and shall defend, indemnify and hold the County Indemnified Parties harmless from any liability, including costs and attorneys' fees, for any challenge to the County’s approval of the Entitlements, including the Second Addendum to the Specific Plan EIR and/or this Agreement (an “**Entitlement Challenge**”), or from any damages or claims against the County for damage for personal injury, including death, and from claims for property damage which may arise from any act or omission of Developer, of its assigns, successors in interest, or its agents, employees, contractors or sub-contractors, in connection with Developer’s development of the Project pursuant to this Agreement (a “**Development Challenge**”). With respect to any such Entitlement Challenge, such indemnity shall be provided by all the owners comprising Developer, with each owner responsible for its share of the cost thereof based on its relative acreage within the Property; with respect to any Development Challenge, such indemnity shall be limited to the Developer(s) whose development gives rise to such Development Challenge.

7.2.3 Notwithstanding anything in Section 7.3 to the contrary, the County shall have any remedy available to it by law or in equity to enforce the provision of, or to collect damages for, any breach of this Section.

7.3 Cooperation. In the event of any Entitlement Challenge instituted by a third party or other governmental entity or official challenging the adoption of this Agreement and/or the validity of any provision of this Agreement, or any Development Challenge that includes the County as a defendant thereunder (a “**Legal Challenge**”), the Parties hereby agree to cooperate in defending said action.

7.3.1 The County shall have the right, if after review with Developer and Developer’s counsel the County reasonably determines that representation by Developer’s counsel in defense of the Legal Challenge may not adequately preserve or protect the County’s interests in such Legal Challenge, to select its own attorneys to defend the County in any such Legal Challenge brought by a third party, and Developer hereby agrees to pay the fees and expenses of the attorneys selected.

7.3.2 Should a court, in any Legal Challenge award attorneys' fees, costs, or other litigation expenses against the County, Developer shall be responsible for the payment of those fees, costs, and expenses and shall hold the County harmless from any claim thereto.

[Signatures on Following Pages]



IN WITNESS WHEREOF, the County of Sutter, a political subdivision of the State of California, has authorized the execution of this Agreement by its Chair, and attested to by the Board Clerk under the authority of Ordinance No. 1879, adopted by the Board of Supervisors on the 17<sup>th</sup> day of November, 2020.

COUNTY:

SUTTER COUNTY, a political subdivision of the State of California

By: Ron Sullenger  
Ron Sullenger, Chair,  
Board of Supervisors

ATTEST:

Donna M. Johnston  
Donna M. Johnston,  
County Clerk

APPROVED AS TO FORM:

Kronick, Moskovitz, Tiedemann and Girard,  
Counsel to the County

Jeffrey A. Mitchell  
Jeffrey A. Mitchell, Esq.  
Shareholder

[DEVELOPER SIGNATURES AND  
TIER 1 DA RECORDING INFORMATION  
ON FOLLOWING PAGES]

### ACKNOWLEDGMENT

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 Sutter

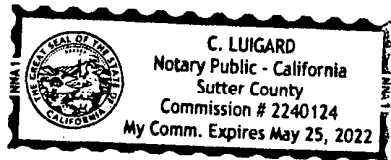
On 12/17/20 before me, C. Luigard, Notary Public  
(insert name and title of the officer)

personally appeared Ronald Sullenger  
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.

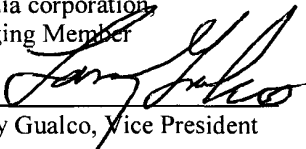
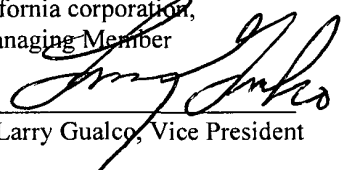
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature C. Luigard (Seal)



**DEVELOPER SIGNATURES AND TIER 1 RECORDING INFORMATION:**

<p><b>DEVELOPER:</b></p> <p><b>SOUTH SUTTER, LLC,</b> a California limited liability company</p> <p>By: Lennar South Sutter, LLC, a California limited liability company, Its Member</p> <p>By: Lennar Homes of California, Inc., a California corporation, Its Managing Member</p> <p>By:  Larry Gualco, Vice President</p> <p><b>Tier 1 Development Agreement Recording Information</b></p> <p><u>South Sutter LLC:</u></p> <p>Tier 1 DA: Ordinance Adopted June 30, 2009 Recorded August 10, 2009 Instrument No. 2009-0012684</p> <p>First Tier 1 DA Amendment: Ordinance Adopted October 28, 2014 Recorded November 6, 2014 Instrument No. 2014-0013875</p> <p>Second Tier 1 DA Amendment: Ordinance Adopted December 6, 2016 Recorded December 8, 2016 Instrument No. 2016-0018870</p>	<p><b>RIEGO 1700, LLC,</b> a California limited liability company</p> <p>By: Lennar Homes of California, Inc., a California corporation, Its Managing Member</p> <p>By:  Larry Gualco, Vice President</p> <p><b>Tier 1 Development Agreement Recording Information</b></p> <p><u>Riego 1700, LLC:</u></p> <p>Tier 1 DA: Ordinance Adopted October 28, 2014 Recorded November 6, 2014 Instrument No. 2014-00138</p> <p>First Tier 1 DA Amendment: Ordinance Adopted December 6, 2016 Recorded December 8, 2016 Instrument No. 2016-00188</p>
--	---

ACKNOWLEDGMENT

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 } ss.

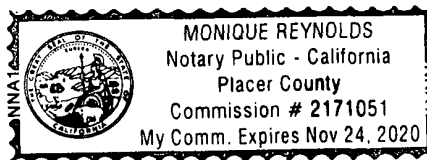
On November 16, 2020 before me, Monique Reynolds

Notary Public, personally appeared Larry Gualco

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 signatures(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.

WITNESS my hand and official seal.



Handwritten signature of Monique Reynolds

(seal)

OPTIONAL INFORMATION

Date of Document South Sutter, LLC

Type or Title of Document Tier 2 Development Agr

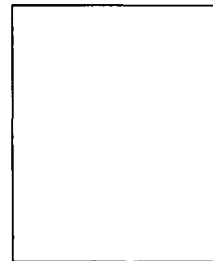
Number of Pages in Document

Document in a Foreign Language

- Type of Satisfactory Evidence:
Personally Known with Paper Identification
Paper Identification
Credible Witness(es)

- Capacity of Signer:
Trustee
Power of Attorney
CEO / CFO / COO
President / Vice-President / Secretary / Treasurer
Other:

Thumbprint of Signer



Check here if no thumbprint or fingerprint is available.

Other Information:

ACKNOWLEDGMENT

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State of California
County of Placer } ss.

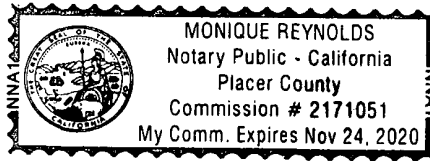
On November 16, 2020 before me, Monique Reynolds

Notary Public, personally appeared Larry Gualco

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 signatures(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.

WITNESS my hand and official seal.



Signature Monique Reynolds

(seal)

OPTIONAL INFORMATION

Date of Document Riego 1700, LLC

Type or Title of Document Tier 2 Development Agr

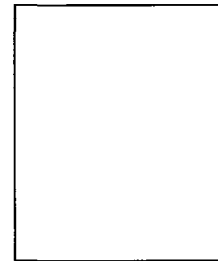
Number of Pages in Document

Document in a Foreign Language

- Type of Satisfactory Evidence:
Personally Known with Paper Identification
Paper Identification
Credible Witness(es)

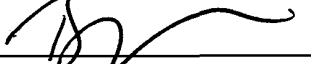
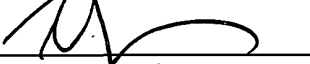
- Capacity of Signer:
Trustee
Power of Attorney
CEO / CFO / COO
President / Vice-President / Secretary / Treasurer
Other:

Thumbprint of Signer



Check here if no thumbprint or fingerprint is available.

Other Information:

<p><b>DEVELOPER (Cont.):</b></p> <p><b>SANKEY 380, LLC,</b> a California limited liability company</p> <p>By: Tom Winn Communities, a California corporation Its Manager</p> <p>By:  Thomas P. Winn, President/Secretary</p> <p><b>Tier 1 Development Agreement Recording Information</b></p> <p>[Not Applicable]</p>	<p><b>TDW ENTERPRISES L.P.,</b> a California limited partnership</p> <p>By: Brothers R.P. LLC, a California limited liability company, Its General Partner</p> <p>By:  Thomas P. Winn, Manager</p> <p><b>Tier 1 Development Agreement Recording Information</b></p> <p><u>TDW Enterprises L. P.:</u></p> <p>Tier 1 DA: Ordinance Adopted June 30, 2009 (Under Predecessor in Interest: Family Real Property Limited Partnership) Recorded August 10, 2009 Instrument No. 2009-00126 ____</p> <p>First Tier 1 DA Amendment: Ordinance Adopted October 28, 2014 Recorded November 6, 2014 Instrument No. 2014-00138 ____</p> <p>Second Tier 1 DA Amendment: Ordinance Adopted December 6, 2016 Recorded December 8, 2016 Instrument No. 2016-00188 ____</p>
--	---

### ACKNOWLEDGMENT

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           Sacramento          )

On November 13th, 2020 before me, Kristina M Steiger-Kingdon, Notary Public  
(insert name and title of the officer)

personally appeared Thomas P. Winn  
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.

WITNESS my hand and official seal.

Signature  (Seal)



### ACKNOWLEDGMENT

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           Sacramento          )

On November 13th, 2020 before me, Kristina M Steiger-Kingdon, Notary Public  
(insert name and title of the officer)

personally appeared Thomas P. Winn,  
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.

WITNESS my hand and official seal.



Signature *[Handwritten Signature]* (Seal)



**EXHIBIT A**

**Legal Description of Property**

**Sankey 380, LLC**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SUTTER, UNINCOPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

ALL OF LOT 44, AS SAID LOT IS DELINEATED AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED, "NATOMAS COUNSMAN SUBDIVISION", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, ON MAY 4, 1922, IN BOOK 3 OF SURVEYS, PAGE 108.

APN: 35-260-002

**South Sutter, LLC**

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 20, 28, 33 AND 41, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF NATOMAS COUNSMAN SUBDIVISION" FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, ON MAY 4, 1922 IN BOOK 3 OF SURVEYS, PAGE 108.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS AS RESERVED IN DEED RECORDED ON DECEMBER 20, 1984 IN BOOK 1124 OF OFFICIAL RECORDS, PAGE 117.

APN: 35-260-016

**South Sutter, LLC**

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 19, 29, 32, AND 42, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF NATOMAS COUNSMAN SUBDIVISION" FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, ON MAY 4, 1922 IN BOOK 3 OF SURVEYS, PAGE 108.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBONS AS RESERVED BY W.K. MCWILLIAMS, JR., ET AL, IN DEED RECORDED DECEMBER 20, 1984 IN BOOK 1124, PAGE 117, SUTTER COUNTY OFFICIAL RECORDS.

APN: 35-260-020

**South Sutter, LLC**

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 18, 30, 31 AND 43 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF NATOMAS COUNSMAN SUBDIVISION", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, ON MAY 4, 1922 IN BOOK 3 OF SURVEYS, AT PAGE 108.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS AS RESERVED IN DEED RECORDED DECEMBER 20, 1984 IN BOOK 1124 OF OFFICIAL RECORDS, AT PAGE 117

APN: 35-260-021

**TDW ENTERPRISES LP**

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PORTION OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 4 EAST, M.D.B.&M., SUTTER COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 26 AND RUNNING THENCE ALONG THE WEST LINE THEREOF NORTH 988.10 FEET TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED TO WILLARD S. SIMMONS ET UX, RECORDED MAY 8, 1959 IN BOOK 510 OF OFFICIAL RECORDS, AT PAGE 303; THENCE NORTH 89° 03' 40" EAST 2381.72 FEET TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE SACRAMENTO NORTHERN RAILROAD; THENCE ALONG SAID LINE SOUTH 24° 33' 10" EAST 1078.24 FEET TO THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 26; THENCE SOUTH 89° 03' 40" WEST 2829.81 FEET ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION TO THE POINT OF BEGINNING.

PARCEL 2:

THE NORTH 20.9 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 4 EAST, M.D.B.&M.

APN: 35-170-003

**Riego 1700, LLC**

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA,  
DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND LYING WITHIN THE EAST HALF OF SECTION 27 AND WITHIN THE SOUTH  
HALF OF SECTION 26, T.11N., R.4E., M.D.M. IN SUTTER COUNTY, CALIFORNIA AND BEING  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 27, ALSO BEING THE SOUTHEAST  
CORNER OF LOT 17 AS SHOWN ON THAT CERTAIN MAP ENTITLED "NATOMAS COUNSMAN  
SUBDIVISION", FILED IN BOOK 3 OF SURVEYS, PAGE 108, SUTTER COUNTY RECORDS; THENCE  
SOUTH 88° 16' 11" WEST, ALONG THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 1,296.85  
FEET TO THE SOUTHWEST CORNER OF SAID LOT 17; THENCE NORTH 0° 05' 22" EAST, ALONG THE  
WEST LINE OF LOTS 17, 9, 8 AND 1 OF SAID "NATOMAS COUNSMAN SUBDIVISION", 4,179.49 FEET  
TO A POINT THAT BEARS SOUTHERLY, ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF  
1,102.63 FEET FROM THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88° 56' 00" EAST,  
PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1,314.89 FEET TO THE EAST  
LINE OF SAID LOT 1; THENCE SOUTH 0° 19' 40" WEST, ALONG SAID EAST LINE OF LOT 1 AND THE  
EAST LINE OF SAID LOT 8, A DISTANCE OF 1,504.42 FEET TO THE SOUTHEAST CORNER OF SAID  
LOT 8; THENCE SOUTH 0° 21' 05" WEST, ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF  
20.19 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 26 AND ALSO BEING THE  
NORTHWEST CORNER OF THAT CERTAIN 20.90 ACRE TRACT OF LAND DESCRIBED IN DEED TO  
VIRGIL H. JONES AND RECORDED JANUARY 14, 1982 IN BOOK 1034 OF OFFICIAL RECORDS, PAGE  
660, SUTTER COUNTY RECORDS; THENCE CONTINUE SOUTH 0° 21' 05" WEST, ALONG SAID EAST  
LINE OF LOT 9, A DISTANCE OF 697.09 FEET TO THE SOUTHWEST CORNER OF SAID JONES  
PARCEL; THENCE NORTH 88° 56' 52" EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST  
QUARTER OF SAID SECTION 26 AND BEING THE SOUTH LINE OF SAID JONES PARCEL, 1,304.47  
FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER OF SECTION 26;  
THENCE NORTH 0° 39' 53" EAST, ALONG SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST  
QUARTER OF SECTION 26, A DISTANCE OF 697.20 FEET TO SAID NORTH LINE OF THE  
SOUTHWEST QUARTER OF SECTION 26; THENCE NORTH 88° 56' 52" EAST, ALONG SAID NORTH  
LINE OF THE SOUTHWEST QUARTER OF SECTION 26, TO A POINT, 2,254.53 FEET EASTERLY FROM  
SAID WEST QUARTER CORNER OF SECTION 26 AND BEING THE NORTHWEST CORNER OF THAT  
LAND DESCRIBED IN DEED TO RONALD ALLEN LAWRENCE AND RECORDED AS SUTTER COUNTY  
DOCUMENT NO. 1997-2400; THENCE SOUTH 1° 00' 24" EAST, ALONG THE WEST LINE OF SAID  
LAWRENCE PARCEL, 352.96 FEET TO THE SOUTHWEST CORNER OF SAID LAWRENCE PARCEL;  
THENCE NORTH 89° 43' 58" EAST, ALONG THE SOUTH LINE OF SAID LAWRENCE PARCEL, 431.18  
FEET TO THE SOUTHEAST CORNER OF SAID LAWRENCE PARCEL AND BEING ON THE WESTERLY  
RIGHT OF WAY LINE OF RECLAMATION 1001 AS DESCRIBED IN DEED RECORDED DECEMBER 21,  
1912 IN BOOK 49 OF DEEDS, PAGE 566, SUTTER COUNTY RECORDS; THENCE SOUTH 8° 24' 11"  
EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 1,859.88 FEET, MORE OR LESS TO A POINT  
FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 26 BEARS THE FOLLOWING TWO  
COURSES: (1) SOUTH 8° 24' 11" EAST, 416.00 FEET; AND (2) SOUTH 89° 53' 16" WEST, 452.70  
FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 88° 15' 44" WEST,  
840.32 FEET; THENCE SOUTH 1° 44' 16" EAST, 400.35 FEET TO THE SOUTH LINE OF SAID  
SOUTHWEST QUARTER OF SECTION 26; THENCE SOUTH 88° 15' 44" WEST, ALONG SAID SOUTH  
LINE OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 2,152.72 FEET TO THE

**POINT OF BEGINNING.**

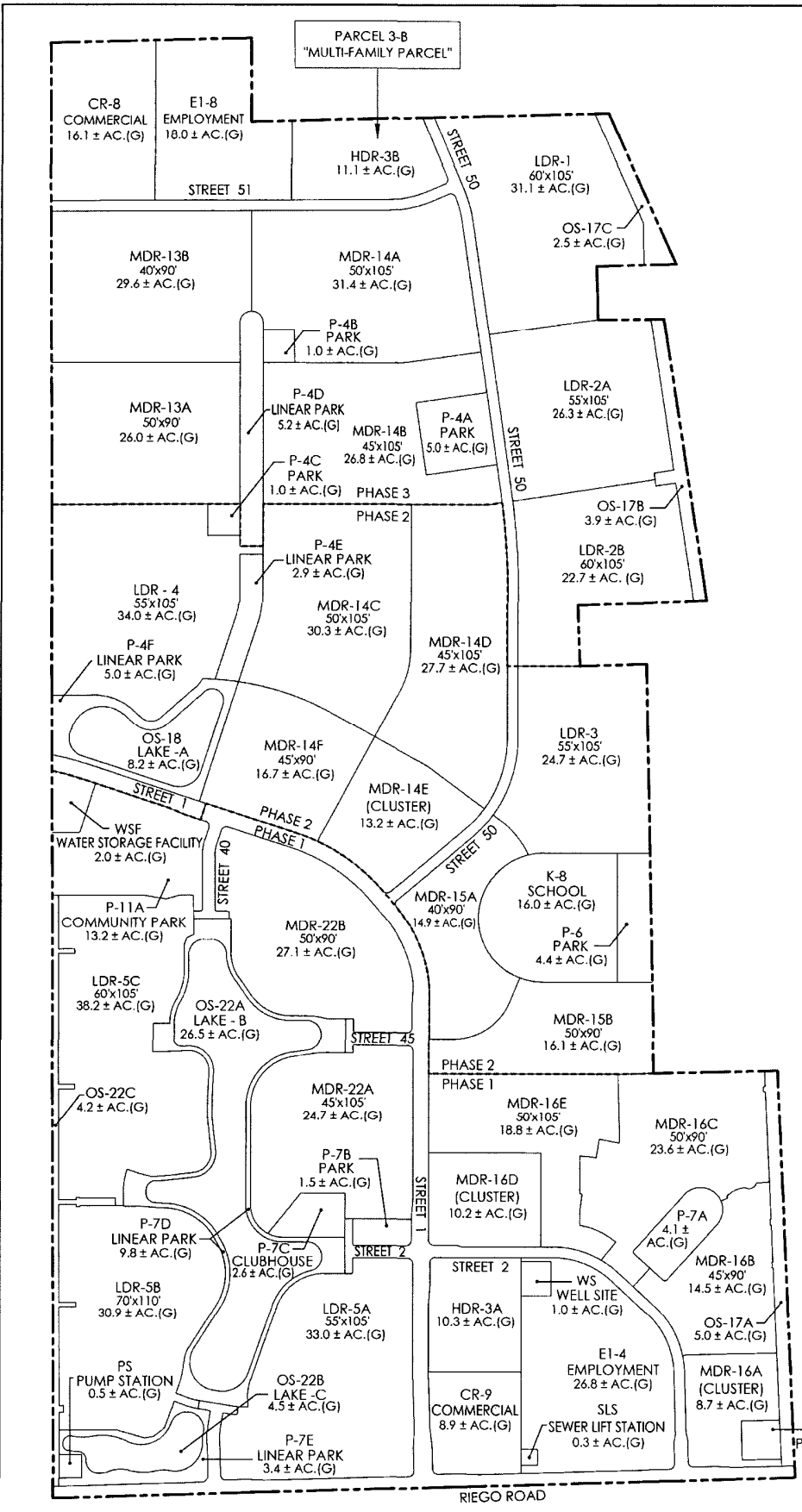
THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, CERTIFICATE NO. 10-009, RECORDED AUGUST 06, 2010 AS INSTRUMENT NO. 2010-0011588 OF OFFICIAL RECORDS.

APN: 35-170-092

**EXHIBIT B**

**Land Use Map of Property,  
Including Residential Units and Non-Residential Acreage Allocations**

PRELIMINARY LAND USE PLAN  
**LAKESIDE**  
 AT SUTTER POINT  
 COUNTY OF SUTTER, CALIFORNIA  
 APRIL 29, 2020

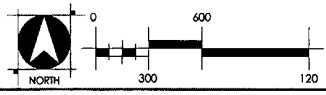


**LAND USE SUMMARY**

PARCEL	LAND USE	LOT SIZE	AC ±	UNITS	DW/AC
<b>LOW DENSITY RESIDENTIAL (LDR)</b>					
1	LDR	60'x105'	31.1	139	4.5
2A	LDR	55'x105'	26.3	131	5.0
2B	LDR	60'x105'	29.7	109	4.5
3	LDR	55'x105'	24.7	120	5.0
4	LDR	55'x105'	34.0	170	5.0
5A	LDR	55'x105'	33.0	151	4.6
5B	LDR	70'x110'	30.9	118	3.8
5C	LDR	60'x105'	38.2	171	4.5
<b>SUBTOTAL</b>					
<b>MEDIUM DENSITY RESIDENTIAL (MDR)</b>					
13A	MDR	50'x90'	26.0	156	6.0
13B	MDR	40'x90'	29.6	207	7.0
14A	MDR	50'x105'	31.4	172	5.5
14B	MDR	45'x105'	26.8	155	5.8
14C	MDR	50'x105'	30.3	166	5.5
14D	MDR	45'x105'	27.7	160	5.8
14E	MDR	CLUSTER	13.2	132	10.0
14F	MDR	45'x90'	16.7	105	6.0
15A	MDR	40'x90'	14.7	99	6.6
15B	MDR	50'x90'	16.1	100	6.2
16A	MDR	CLUSTER	8.7	87	10.0
16B	MDR	45'x90'	14.5	89	6.1
16C	MDR	50'x90'	23.6	145	6.1
16D	MDR	CLUSTER	10.2	102	10.0
16E	MDR	50'x105'	18.4	102	5.4
22A	MDR	45'x105'	24.7	150	6.1
22B	MDR	50'x90'	27.1	154	5.8
<b>SUBTOTAL</b>					
<b>MULTIFAMILY RESIDENTIAL (MFR)</b>					
3A	MFR		10.3	193	18.7
3B	MFR		11.1	200	18.0
<b>SUBTOTAL</b>					
<b>TOTAL RESIDENTIAL</b>					
<b>622.6 3,787</b>					
<b>COMMERCIAL</b>					
CR-8	COMMERCIAL		16.1		
CR-9	COMMERCIAL		8.9		
CR-8	COMMERCIAL		16.1		
<b>SUBTOTAL</b>					
<b>25.0</b>					
<b>EMPLOYMENT</b>					
E1-4	EMPLOYMENT		26.8		
E1-8	EMPLOYMENT		18.0		
<b>SUBTOTAL</b>					
<b>44.8</b>					
<b>OPEN SPACE</b>					
WSF	WATER STORAGE FACILITY (WSF)		2.0		
WS	WELL STATION (WS)		1.0		
SLS	SEWER LIFT STATION (SLS)		0.3		
PGE	PGE SUBSTATION (PGE SS)		1.4		
PS	PUMP STATION (PS)		0.5		
<b>SUBTOTAL</b>					
<b>5.2</b>					
<b>SCHOOLS</b>					
K-8	SCHOOL		16.0		
<b>SUBTOTAL</b>					
<b>16.0</b>					
<b>OPEN SPACE</b>					
OS-17A	OPEN SPACE		5.0		
OS-17B	OPEN SPACE		3.9		
OS-17C	OPEN SPACE		2.5		
OS-22D	OPEN SPACE		4.2		
OS LAKE A	OPEN SPACE		8.2		
OS LAKE B	OPEN SPACE		24.5		
OS LAKE C	OPEN SPACE		4.2		
<b>SUBTOTAL</b>					
<b>54.8</b>					
<b>PARKS</b>					
P-4A	PARK		5.0		
P-4B	PARK		1.0		
P-4C	PARK		1.0		
P-4D	PARK		5.2		
P-4E	PARK		2.8		
P-4F	PARK		5.0		
P-6	PARK		4.4		
P-7A	PARK		4.1		
P-7B	PARK		1.5		
P-7C	PARK		2.6		
P-7D	PARK		9.8		
P-7E	PARK		3.4		
P-7F	PARK		13.2		
P-11A	PARK		13.2		
<b>SUBTOTAL</b>					
<b>99.1</b>					
<b>RIGHT-OF-WAY</b>					
HWY	RIGHT-OF-WAY		46.0		
<b>SUBTOTAL</b>					
<b>46.0</b>					
<b>TOTAL</b>					
<b>873.5 3,787</b>					

**LOT SIZES**

LAND USE	LOT TYPE	AC ±	DW/AC	UNITS
LDR	70'x110'	30.9	3.8	118
LDR	60'x105'	31.4	4.5	120
LDR	55'x105'	26.8	4.9	120
MDR	50'x105'	30.3	5.5	166
MDR	45'x105'	27.7	5.9	160
MDR	50'x90'	23.6	6.0	145
MDR	45'x90'	16.7	6.2	105
MDR	40'x90'	14.7	6.9	100
MDR	40'x90'	14.5	6.9	100
CLUSTER	C. Alley	32.1	10.0	321
<b>SUBTOTAL</b>				
<b>601.2 3,388</b>				
CR		21.4	10.6	399
<b>SUBTOTAL</b>				
<b>21.4 399</b>				
<b>COMMERCIAL</b>				
<b>25.0</b>				
<b>EMPLOYMENT</b>				
<b>44.8</b>				
<b>P/OP</b>				
<b>5.2</b>				
<b>OPEN SPACE</b>				
<b>54.8</b>				
<b>PARKS</b>				
<b>99.1</b>				
<b>SCHOOLS</b>				
<b>16.0</b>				
<b>RIGHT-OF-WAY</b>				
<b>46</b>				
<b>SUBTOTAL</b>				
<b>259.9</b>				
<b>TOTAL</b>				
<b>873.5 3,787</b>				



1961888.22 12410-004

**WOOD RODGERS**  
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
 3301 C St, Bldg. 100-B  
 Sacramento, CA 95816  
 Tel 916.341.7760  
 Fax 916.341.7767

PRELIMINARY LAND USE PLAN - LAKESIDE AT SUTTER POINT

Exhibit B

**EXHIBIT C**

**List of Vested Infrastructure Master Plans**

1. Water Master Plan Update
2. Wastewater Master Plan Update
3. Drainage Master Plan Update
4. Dry Utilities Master Plan Update
5. Roadway Master Plan and Traffic Graphic

**EXHIBIT D**

**Form of Assignment and Assumption**



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**(Sutter Pointe Development Agreement)**

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

**RECITALS**

A. The County of Sutter and Developer entered into that certain Development Agreement evidenced in the Official Records of Sutter County, California by that Memorandum of Development Agreement recorded, on \_\_\_\_\_, 2020, as Instrument No. \_\_\_\_\_ (the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement.

B. Developer has transferred [a portion of] the Subject Property, commonly referred to as APN: \_\_\_\_\_, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (the "Assigned Parcel") to Assignee.

C. Developer desires to assign and Assignee desires to assume all of Developer's rights, title, interest, burdens and obligations under the Development Agreement solely 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 the conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement solely 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.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement solely 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 solely 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 the "Developer" under the Development Agreement solely with respect to the Assigned Parcel.

3. 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.

4. The Notice Address described in Section 1.18 of the Development Agreement for Assignee, as the Successor solely with respect to the Assigned Parcel shall be:

5. As provided in Section 1.11 of the Development Agreement, (a) neither Developer or Assignee, as the Successor solely with respect to the Assigned Parcel, shall have joint and several liability for the obligations or liabilities of the other under the Development Agreement; and (b) no breach or default by such party of its respective obligations under the Development Agreement shall be deemed, interpreted or construed to be a breach of default by the other party.

6. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Agreement in the Official Records of Yolo County, California.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"DEVELOPER"

"ASSIGNEE"

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

Exhibits – Legal Description of Assigned Parcel

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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, 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 she/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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, 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 she/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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT E**

**Advance Funding for Certain Urban Services and Sutter Pointe County Service Area**

**Exhibit E  
Advance Funding for Certain Urban Services and Sutter Pointe County Service Area**

<b>URBAN SERVICE CATEGORY</b>	<b>Description</b>	<b>Frequency</b>	<b>Amount</b>	<b>Timing/Triggers</b>
<b>PERSONNEL AND OPERATIONS COSTS [1]</b>				
<b>CSA Administration and Operations</b>	Lakeside Phase I overall costs for staff, services, and supplies to administer the CSA, including the CSA Administrator, as well as supporting administrative staff as estimated by the County and included in the Urban Services Plan.	Annually until sufficient revenue generated - payments to be made quarterly or as otherwise agreed to by the County.	<b>\$579,100</b>	Commencement of construction on subdivision infrastructure (excluding mass grading).
<b>Sheriff Personnel and Operations</b>				
<b>Personnel and Ongoing Training Costs</b>	Annual costs associated with 4 deputies. Includes deputy salary and benefits, workers compensation insurance, liability insurance, other pay (education, law, holiday, shift diff, etc.), annual uniform and safety allowance, ongoing training.	Annually until sufficient revenue generated - payments to be made quarterly or as otherwise agreed to by the County.	<b>\$662,940</b>	Commencement of construction on subdivision infrastructure (excluding mass grading).
<b>Training Costs</b>	One-time training costs for 4 deputies.	One-time	<b>\$20,000</b>	Commencement of construction on subdivision infrastructure (excluding mass grading).
<b>Vehicle Costs</b>	Reflects fuel, vehicle maintenance, and fleet charge for 4 patrol vehicles.	Annually until sufficient revenue generated - payments to be made quarterly or as otherwise agreed to by the County.	<b>\$88,000</b>	Commencement of construction on subdivision infrastructure (excluding mass grading).
<b>Subtotal Sheriff Personnel and Operations</b>			<b>\$770,940</b>	

**Exhibit E**  
**Advance Funding for Certain Urban Services and Sutter Pointe County Service Area**

URBAN SERVICE CATEGORY	Description	Frequency	Amount	Timing/Triggers
<b>Fire Personnel and Operations</b> Personnel Costs	Annual costs associated with 7 safety staff (3 engineers, 3 captains, and 1 battalion chief). Includes salary, overtime, education incentive, employment taxes, HSA contribution, deferred compensation, and workers compensation insurance.	Annually until sufficient revenue generated - payments to be made quarterly or as otherwise agreed to by the County.	\$831,730	Commencement of construction on subdivision infrastructure (excluding mass grading).
Administration and Overhead	10 percent of personnel costs	Annually until sufficient revenue generated - payments to be made quarterly or as otherwise agreed to by the County.	\$83,173	Commencement of construction on subdivision infrastructure (excluding mass grading).
<b>Subtotal Fire Personnel and Operations</b>			<b>\$914,903</b>	
<b>TOTAL PERSONNEL AND OPERATIONS</b>				
			<b>\$2,264,943</b>	

**EQUIPMENT AND VEHICLES [2]**

**Sheriff Equipment and Vehicles**

Patrol Vehicle	4 patrol vehicles	One-time	\$372,000	Commencement of construction on subdivision infrastructure (excluding mass grading).
Officer Equipment	Firearm, Security Equipment (Vest, Baton, Flashlight, Pouch, Handcuffs) for 4 deputies	One-time	\$16,000	Commencement of construction on subdivision infrastructure (excluding mass grading).
<b>Subtotal Sheriff Equipment</b>			<b>\$388,000</b>	

**Exhibit E  
Advance Funding for Certain Urban Services and Sutter Pointe County Service Area**

<b>URBAN SERVICE CATEGORY</b>	<b>Description</b>	<b>Frequency</b>	<b>Amount</b>	<b>Timing/Triggers</b>
<b>Fire Equipment and Vehicles</b>				
Fire Engine	Type I Engine	One-time	\$750,000	Commencement of construction on subdivision infrastructure (excluding mass grading).
Communications Tower and Alerting System	60 foot tower and communications/alerting system	One-time	\$90,000	Commencement of construction on subdivision infrastructure (excluding mass grading).
Staff Vehicles	Command vehicle for Battalion Chief	One-time	\$70,000	Commencement of construction on subdivision infrastructure (excluding mass grading).
Firefighter Equipment	Structure, SCBA Mask, Wildland gear for 7 safety employees	One-time	\$30,303	Commencement of construction on subdivision infrastructure (excluding mass grading).
<b>Subtotal Fire Equipment and Vehicles</b>			<b>\$940,303</b>	
<b>Other Equipment and Vehicles</b>				
Street Sweeper		One-time	\$250,000	Upon issuance of first building permit.
<b>Subtotal Other Equipment and Vehicles</b>			<b>\$250,000</b>	
<b>TOTAL EQUIPMENT AND VEHICLES</b>			<b>\$1,578,303</b>	

[1] Reflects estimated costs current as of October 2020. Costs shall be escalated annually based on the year over year change in the Consumer Price Index for United States Department of Labor's Bureau of Labor Statistics for all items, all urban consumers San Francisco-Oakland-Hayward MSA or other similar index.

[2] Reflects estimated costs current as of October 2020. Costs shall be escalated annually based on the year over year change in the Construction Cost Index published by the Engineering News Record or other similar index.