TO: Roseville City Councilmembers; Eric Singer, Associate Planner

FROM: [redacted]

DATE: April 12, 2026

SUBJECT: Formal Comment on Draft Environmental Impact Report (DEIR) for the Phillip Road Site Project (File #PL24-1010)

Dear Councilmembers and Mr. Singer:

I respectfully urge the City Council to deny the Phillip Road Site project as currently proposed and to decline to adopt any Statement of Overriding Considerations on the present record. At minimum, the matter should be continued for a materially revised project, with recirculated environmental review if required.

The proposed Phillip Road Site "balanced plan" is not merely a large project without a Specific Plan, but a large project that asks the City to convert city-owned Public/Quasi-Public (P/QP) land, amend the General Plan, approve a Development Agreement, and accept significant adverse impacts on a creek-traversed site while key threshold questions remain unresolved.

Please carefully review the **City of Roseville General Plan (2035)** and these essential attachments to ensure a complete understanding of the bases that inform this Formal Comment.

Essential Attachments:

A. Council Communication, November 18, 2020, authorizing City Manager to execute Exclusive Right to Negotiate Agreement with PDC Sacramento LPIV, LLC for purchase and development of the property at 6328 Phillip Road

B. Council Communication, March 3, 2021, authorizing City Manager to execute an Option and Purchase and Sale Agreement with PDC Sacramento LPIV, LLC concerning 6382 Phillip Road

C. Notice of Preparation, June 6, 2025

D. Exclusive Right to Negotiate Agreement

E. Option and Purchase and Sale Agreement

F. Settlement Agreement between City of Roseville and California Department of Housing and Community Development, effective September 16, 2024

I. Threshold public-interest questions remain unanswered

Before the City asks the public and its decision-makers to accept significant and unavoidable impacts, the record should squarely answer several threshold public-interest questions about this parcel and its disposition history. The project site is city-owned land traversed by Pleasant Grove Creek. The record further shows that portions of the property include floodplain and bypass-channel areas, that the southern portion of the site has been used for flood-control purposes, and that neighboring city-owned land to the northwest is planned to accommodate the City's Pleasant Grove Stormwater Retention Basin Facility and potential passive recreation uses. **On this record, the Council should require a clear explanation of why this parcel was deemed surplus land despite its hydrologic setting, creek corridor, and relationship to adjacent water-retention planning.**

A related threshold public-interest question also remains unanswered: **why is this site being characterized in City materials as "INFILL PCL 373," and where is the evidence showing that this parcel qualifies as infill under the City's own General Plan framework?** The record indicates that this is a large, city-owned parcel traversed by Pleasant Grove Creek, containing floodplain and bypass-channel areas. The City's own planning materials distinguish the "Infill Area" from other planning areas, while prior City descriptions of this property characterized it as a greenfield parcel.

On this record, the Council should require a clear, evidence-based explanation of whether the project is true infill, edge-area urbanization, or some hybrid category, and whether the rhetoric of "infill" is warranted here.

The record should also explain why the City granted one private developer an Exclusive Right to Negotiate for purchase and development of this city-owned Public/Quasi-Public parcel before conducting a broader and more transparent evaluation of public-serving, open-space, flood-management, recreation, and lower-impact alternatives.

As an example, rezoning the Phillip Road Site to be exclusively a mix of residential and commercial is a lower impact alternative for City Councilmembers to seriously evaluate. A large number of West Roseville residents would strongly prefer a mix of just residential and commercial development with no innovation / industrial component.

Finally, the record should not treat Surplus Land Act compliance as a closed historical footnote. HCD contacted the City regarding compliance, issued a Notice of Violation in December 2023, and later entered into a settlement agreement with the City concerning the proposed disposition of this property. That history does not automatically dictate denial, but it does heighten the Council's obligation to make especially careful, transparent, and evidence-based findings before approving a project with admitted significant impacts on a city-owned parcel whose disposition already drew state enforcement scrutiny.

This comment sets forth six fundamental concerns that, taken together, compel rejection of the "Balanced Plan" relating to the proposed Phillip Road Site Project (File #PL24-1010):

(1) the DEIR acknowledges significant and unavoidable impacts;

(2) the project does not yet demonstrate consistency with the City of Roseville General Plan (2035) ("General Plan") objectives for a safe, integrated, and connected transportation system, including meaningful Class I trail connectivity;

(3) the City has not demonstrated, under any clear standard in the record, that this large, creek-traversed, largely undeveloped, city-owned parcel qualifies as "infill" under the City's own General Plan framework, rather than as outward urbanization, infrastructure extension, and intensified edge development;

(4) the proposed scale and intensity are poorly suited to a creek-adjacent site surrounded by major planned residential growth;

(5) the history of the site's disposition warrants heightened scrutiny, not relaxed findings; and

(6) the project raises a significant child-safety concern along a Blue Oaks Boulevard school travel corridor.

These concerns are heightened by the project record's acknowledgment of substantial impacts in transportation, air quality, greenhouse gases, noise, and aesthetics.

II. Overriding considerations are not justified on this record

The DEIR process exists to inform decision-makers before irreversible commitments are made. Where a project would result in significant and unavoidable impacts, the burden on the approving body is especially high. Here, the project record acknowledges significant unresolved impacts in transportation, air quality, greenhouse gas emissions, noise, and aesthetics.

A Statement of Overriding Considerations is not a routine pathway to approval. It is reserved for circumstances in which a lead agency can genuinely conclude that project benefits outweigh acknowledged environmental harm. This record does not support that conclusion.

The site is not an isolated infill parcel; it is a large, sensitive, city-owned property bisected by Pleasant Grove Creek, adjoining or near major planned residential communities, and proposed for a high-intensity mix that includes more than one million square feet of innovation center uses. The record does not explain why the City's administrative use of the term "infill" should control over the parcel's actual physical and planning characteristics.

Given the site's scale, sensitivity, and surrounding growth context, the Council cannot lawfully or responsibly conclude that project benefits outweigh acknowledged environmental harm without a clear and compelling evidentiary showing. No such showing has been made.

Calling the proposed Phillip Road Site a "Balanced Plan" does not answer the legally relevant questions. Balance is not established by reducing building height or adding open space in the abstract; balance must be demonstrated through substantial evidence showing consistency with the General Plan, adequate environmental analysis, feasible alternatives, and enforceable mitigation.

On this record, a Statement of Overriding Considerations would not cure analytical gaps in the DEIR; it would merely attempt to justify approval despite them.

III. The project does not demonstrate consistency with the General Plan's transportation and trail objectives

One of the most important policy issues in this matter is not simply whether the site contains internal paths, but whether the project is truly consistent with Roseville's adopted vision for a safe, comprehensive, and integrated transportation system. A project cannot be found consistent with General Plan-level multimodal obligations where external pedestrian, bicycle, school-route, and destination-level connectivity remains unresolved.

The General Plan places substantial emphasis on bicycle, pedestrian, and transit connectivity. The project objectives in the Notice of Preparation (NOP) state that the applicant intends to provide alternative transportation through open space, creek crossings, paseos, and Class 1A bikeways. However, that is not the same as demonstrating meaningful compliance with the General Plan objective of an interconnected network that safely links homes, jobs, services, parks, schools, and recreation.

This distinction matters greatly here. Internal circulation features may serve on-site movement, but they are not an adequate substitute for General Plan-level multimodal connectivity obligations. Internal paths, paseos, and Class 1A bikeways do not, by themselves, establish that the project will provide enforceable, safe, direct, and continuous connections to surrounding neighborhoods and destinations or that it will advance the City's adopted objective of a truly interconnected transportation network. They also do not substitute for analysis of how residents, students, and cyclists will safely reach destinations beyond the project boundary. A project of this scale, in a rapidly growing part of Roseville, should not rely on conceptual internal pathways while leaving unresolved whether there will be real external connectivity and safe, effective multimodal access for nearby residents.

The Council should require a binding multimodal plan that includes, at minimum, safe creek crossings, direct connections to adjacent specific plan areas, continuous, safe, and direct bicycle and pedestrian connectivity, and a demonstration that the project improves rather than degrades non-automobile mobility. The Council should also require a clear showing that the proposed circulation system advances citywide connectivity objectives, not merely internal site access.

This is especially important because the surrounding planning context is substantial, not incidental. The NOP states that the adjacent Creekview, West Roseville, and Amoruso Ranch specific plan areas together account for approximately 13,630 residential units at buildout. This project therefore sits within a setting that will serve thousands of households, whose daily safety and mobility will depend on sound long-term planning.

IV. Safe passage for children to West Park High School must be treated as a core transportation issue and top priority, not an afterthought

Transportation analysis in this matter should not be limited to vehicle throughput. It must also evaluate how children will safely travel to and from school if Blue Oaks Boulevard is widened, intensified, or subjected to additional traffic from this project and related growth. Roseville's Safe Routes to School program underscores the importance of improving conditions for students who walk or bicycle to school.

Where a project may contribute to roadway widening, higher traffic volumes, or more complex crossings along a school travel corridor, student access and collision exposure are central transportation consequences, not secondary design details. West Park High School is a major daily destination for students during morning arrival, afternoon dismissal, extracurricular activities, and evening events. In this context, Blue Oaks Boulevard cannot be evaluated merely as a regional traffic corridor. **Under the private developer's proposed "Balanced Plan" scenario, Blue Oaks Boulevard would become an unsafe barrier that Roseville teenagers would have to cross on foot or by bicycle.**

The Council must determine how students will be protected from unreasonable collision risk when walking or bicycling to and from school while crossing or traveling along Blue

Oaks Boulevard. Those risks should not be deferred to future design assumptions, later study, or unspecified post-approval decisions.

Where the project may increase traffic volumes, widen corridors, or change school-travel exposure, the DEIR should analyze those risks now and identify enforceable mitigation now. The proposed project should not rely on future study or future design discretion to resolve whether it can be made safe for student travel. If the DEIR cannot show now that student travel can be made safe through enforceable mitigation, the City should not defer that determination until after approving the project framework.

If the project moves forward in any form, the record should include enforceable measures that specifically address school-route safety, including grade-separated or otherwise demonstrably safe crossings, protected bicycle facilities, signal timing that prioritizes student crossings, refuge areas, traffic calming where appropriate, and a route design that is demonstrably safe for typical unaccompanied student travel by foot or bicycle.

A transportation plan is not successful if it works for adult drivers but not for a typical student traveling alone on foot or by bicycle. The Council should require the DEIR and any project approvals to evaluate and mitigate risks to children explicitly, not implicitly.

V. The site's location and intensity raise serious quality-of-life concerns

The project site is part of the larger Reason Farms property, which the City purchased for a retention basin project. The NOP confirms that Pleasant Grove Creek traverses the property and that substantial portions of the larger site remain constrained by floodplain, bypass-channel, or planned roadway conditions.

Those facts weigh strongly against approval of an overly intensive development program at this location**. A creek-adjacent site with floodplain conditions, wildlife adjacency, and substantial planned residential growth nearby should be approached with exceptional care.**

The issue is not whether some development is possible, but whether this scale and mix can be justified where the environmental review identifies major unresolved impacts and where environmentally superior alternatives may better preserve long-term community livability. Over time, residents would experience these impacts not as separate CEQA categories, but as daily congestion, degraded air, more noise, and reduced access to open space and trail-connected recreation. Those conditions can erode neighborhood satisfaction, weaken residential market appeal, and conflict with the expectations of households that chose West Roseville in reliance on the City's General Plan (2035).

VI. The project history warrants heightened scrutiny

The record shows that this site did not originate as a community-centered mixed-use proposal. The 2020 and 2021 Council materials described the property as part of a Roseville industrial park strategy and contemplated sale and entitlement for industrial development. The 2021 Council Communication states that the parcel is zoned Public/Quasi-Public, that any sale was contingent on rezoning to industrial, and that the site had been studied for a job center and could accommodate substantial industrial square footage.

The NOP likewise confirms that a previous Roseville Industrial Park project was pursued on the same site, that a Draft EIR was published in 2023, and that the earlier project was later withdrawn before the current mixed-use application was submitted in October 2024.

This project history matters not only as background, but as part of CEQA adequacy. Where a city-owned parcel with creek, floodplain, bypass-channel, and adjacent stormwater-retention significance has moved from Public/Quasi-Public status toward an exclusive industrial negotiation path, then into a Surplus Land Act violation and settlement, the environmental document should be especially clear about whether the present mixed-use proposal might be an appropriate land-use outcome, what alternatives were seriously considered, and why lower-impact public-serving or reduced-intensity configurations were not adopted or more fully evaluated. On this record, such showings remains incomplete.

The Council should therefore apply heightened scrutiny to the current proposal and should not regard a revised development concept as a sufficient basis for approval. Approval is warranted only if the Council can make an independent, evidence-based determination that the current proposal is consistent with the General Plan, protective of surrounding neighborhoods, and supported by substantial evidence.

VII. The public-land and surplus-land history is relevant to the Council's discretion

The settlement agreement with HCD confirms that the City and developer entered into an Option and Purchase and Sale Agreement effective March 3, 2021; that HCD later contacted the City regarding compliance with the Surplus Land Act; and that HCD issued a Notice of Violation in December 2023 concerning the proposed disposition of the property.

That history is even more significant because the City did not merely grant a private developer an exclusive option to acquire Public/Quasi-Public land; the agreement reportedly extended to rights described as "water rights or shares," making careful scrutiny of the transaction's public-interest implications all the more essential.

That history reinforces the need for careful and comprehensive analysis. A project shaped in part by the need to resolve prior surplus-land issues should be evaluated with particular care and transparency. **That history heightens the need for transparent public-interest findings and a particularly careful explanation of why this project, on this parcel, might be an appropriate outcome.**

VIII. Public/Quasi-Public (P/QP) land should not be amended away lightly

The current project would require a General Plan Amendment and Rezone to move away from a public-serving framework.

Why should the Council convert a city-owned P/QP creek corridor site away from public-serving and infrastructure-supportive uses when the City is simultaneously pursuing stormwater-retention objectives in the same area and when the record still identifies flood-control, open-space, and passive-recreation functions nearby?

Before disposing of and urbanizing P/QP land here, the City should have to show clearly that the land is no longer needed, directly or indirectly, for basin-related, flood-management, habitat, or passive-recreation objectives.

Residents and property owners in surrounding areas reasonably rely on the adopted land-use framework when making long-term housing and investment decisions. West Roseville homeowners reasonably relied on the General Plan and the adopted land-use framework when deciding to live and invest here. Because the record already acknowledges unresolved impacts in transportation, air quality, noise, and aesthetics, the Council should recognize the serious risk that the project may diminish residential desirability and adversely affect nearby residential enjoyment, neighborhood character, and market appeal.

Before converting such land to a high-intensity mixed-use and innovation-center project, the Council should be satisfied that lower-intensity public-serving, open-space, flood-management, recreation, or trail-focused alternatives were seriously and transparently weighed. The present record does not demonstrate that.

IX. The Council should favor the environmentally superior path

The DEIR is not yet an adequate informational document because it leaves too many material issues unresolved or deferred, including external multimodal connectivity, school-route safety, the scope and timing of mitigation, and the full range of feasible lower-impact alternatives. **CEQA requires these issues to be analyzed with sufficient specificity before approval, not deferred to later planning, later design, or later discretionary review.** As currently framed, the DEIR appears to rely too heavily on deferred future planning, deferred design, and unspecified later-stage mitigation for issues that should be evaluated and resolved now at the programmatic approval stage.

The alternatives discussion should do more than acknowledge the abstract possibility of a lower-intensity option. It should provide a meaningful comparison of feasible alternatives that could avoid or substantially lessen significant impacts while still meeting most project objectives. Without that comparison, the record does not adequately demonstrate that the City has chosen the least environmentally damaging feasible path to achieve its stated goals.

Given the presence of Pleasant Grove Creek, floodplain and bypass-channel areas, Blue Oaks/Phillip roadway improvements, and adjacency to planned stormwater-retention facilities and residential communities, the Final EIR should not be limited to development-maximizing scenarios.

A lower-intensity, creek-sensitive, and more public-serving alternative could better align with the site's physical constraints and the reliance interests of surrounding homeowners.

The Council should favor the environmentally superior alternative. On a site with creek and floodplain constraints, adjacency to open-space and wildlife lands, and substantial surrounding residential growth, the prudent course is not to approve the most intensive version simply because it is the version currently before the Council.

At minimum, the Council should require a materially reduced-intensity alternative with stronger emphasis on open space and multimodal connectivity, clearer creek and habitat protections, and a binding transportation package that genuinely aligns with the General Plan. If the current DEIR does not adequately analyze the feasible revised project, the necessary mitigation, or a lower-intensity alternative that better protects long-term livability, the Council should continue the matter and require further environmental review.

X. Requested action

For the reasons above, I respectfully request that the City Council:

1. Deny the proposed amendment to the General Plan and deny rezone.
2. Decline to adopt any Statement of Overriding Considerations on the present record.
3. Do not certify the DEIR because it does not adequately analyze external multimodal connectivity, school-route safety, mitigation timing, and feasible lower-impact alternatives.
4. Require a materially revised project with lower intensity and stronger protection for traffic function, air quality, noise conditions, creek-adjacent resources, neighborhood livability, and student safety.

5. Require express findings addressing the project's effect on surrounding neighborhood livability, residential desirability, and homeowner reliance interests under the adopted General Plan framework.
6. Require an enforceable multimodal circulation and trail plan that meaningfully advances the General Plan's objectives for safe, integrated bicycle and pedestrian mobility, including an expanded interconnected Class I bike trail system.
7. Require a school-route safety analysis that expressly evaluates the ability of students to walk and bicycle safely across and along Blue Oaks Boulevard to and from West Park High School.
8. Require enforceable mitigation measures sufficient to protect those students from roadway widening and increased traffic hazards, and do not defer those measures to later study or later design discretion.
9. Require any further environmental review necessary to evaluate a substantially revised alternative and ensure a legally adequate and transparent record.
10. Require explicit findings, supported by substantial evidence, explaining why this creek-traversed, city-owned parcel was treated as surplus land, why an exclusive negotiation path was used, how the City's Surplus Land Act violation and settlement history bear on the public-interest analysis, why the proposed disposition was structured to include any contractual rights described as "water rights or shares," and why lower-impact public-serving or reduced-intensity alternatives were rejected despite their potential to avoid or lessen significant impacts.

Thank you for your consideration of these comments.

Respectfully submitted,

[redacted]

Attachments

Appendix: Essential Attachments

A. Council Communication, November 18, 2020, authorizing City Manager to execute Exclusive Right to Negotiate Agreement with PDC Sacramento LPIV, LLC for purchase and development of the property at 6328 Phillip Road

B. Council Communication, March 3, 2021, authorizing City Manager to execute an Option and Purchase and Sale Agreement with PDC Sacramento LPIV, LLC concerning 6382 Phillip Road

C. Notice of Preparation, June 6, 2025

D. Exclusive Right to Negotiate Agreement

E. Option and Purchase and Sale Agreement

F. Settlement Agreement between City of Roseville and California Department of Housing and Community Development, effective September 16, 2024

Attachment A: Council Communication, November 18, 2020, authorizing City Manager to execute Exclusive Right to Negotiate Agreement with PDC Sacramento LPIV, LLC for purchase and development of the property at 6328 Phillip Road

COUNCIL COMMUNICATION

CC #: 1053
File #: 1109

Title:	6328 Phillip Road - Exclusive Right to Negotiate
Contact:	Troy Holt 916-746-1173 tgholt@roseville.ca.us Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 11/18/2020
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Exclusive Right to Negotiate (ERN) Agreement with PDC Sacramento LPIV, LLC for purchase and development of the property at 6328 Phillip Road.

BACKGROUND

The City-owned parcel at 6382 Phillip Road is underutilized and there are no current identified future City needs for this property. See Attachment 1 for a map of the property. Sale of underutilized properties can generate quality developments that result in new businesses, jobs and amenities and help fulfill the City's goal of economic sustainability.

The property at 6382 Phillip Road is referred to as the Roseville Industrial Area and is an approximately 237-acre (with 183 developable acres) greenfield vacant parcel, located north of a planned six-lane arterial (extension of Blue Oaks Boulevard, west of Westbrook Boulevard). The site is bisected by the planned six-lane regional Placer Parkway.

Site Data and Attributes:

1. **APN**: 017-101-008-000
2. **Zoning**: Public/Quasi-Public. The current P/QP designation is used to establish areas for municipal, governmental or public facilities. A future purchase and sale agreement would be contingent on the purchaser requesting that the property be rezoned to an industrial designation.
3. **Neighboring land uses**: To the northwest is the Al Johnson Wildlife Area, part of a 1,700 acre site planned to accommodate the City's stormwater Regional Retention facility and potential recreation uses. To the west along the southern portion of the site are agricultural uses; to the east, immediately adjacent is the Creekview Specific Plan area, planned to accommodate about 2,000 residential units; to the south along the southern edge of the Reason Farms Industrial Site is the future extension of Blue Oaks Boulevard, and to the south the West Roseville Specific Plan approved in 2004, which is 65 percent built out, and includes 10,479 residential uses, parks, open space and commercial uses. A portion of the site would accommodate the future Placer Parkway, a planned regional facility, which would will connect Highway 65 in Placer County to Highway 99 in Sutter County, providing an alternate highway to Interstate 80.
4. **Size in acres**: The entire parcel is 237 acres, which includes 183 developable acres. The remaining 55.26 acres comprise the Pleasant Grove Creek Floodplain, a retention basin bypass channel, and the Placer Parkway alignment.
5. **Shape of site**: The parcel is rectangular.
6. **Potential for development**: The site is currently vacant. An analysis of the site was done in 2006 by the City of Roseville for a potential job center which assumed multiple buildings totaling 1,080,000 square feet in a total of 18 buildings. However, the site could potentially accommodate more development if higher density buildings (taller, larger floorplates) are considered.

The purpose of an Exclusive Right to Negotiate agreement is to provide a period of time in which the two parties can work toward developing a project that is mutually satisfactory. The agreement prohibits both parties from entering into negotiations with another party for the same potential project during the period of time that the Exclusive Right to Negotiate agreement is in place. The key points of the agreement are summarized below:

- City agrees to sell to Developer approximately one hundred and eighty-three (183) acres of the two hundred and thirty-seven (237) acre Property at the appraised market rate value.
- City agrees that Developer may acquire the Property in phases. The parties will negotiate the increments of acreage for the phases and whether Developer will be required to pay an option fee for reserving acreage for future purchases.
- City will retain the right to retain twenty-one (21) acres to the northwest of the future planned area for Placer Parkway.
- Developer shall have one (1) year or until California Environmental Quality Act ("CEQA") review and rezoning has been completed, whichever is sooner, for the purposes of conducting its due diligence with respect to the Property and entitling the Property for industrial development.
- Developer will fully entitle the Property including conducting the CEQA analysis and rezoning efforts, at their expense. City reserves final discretion and approval as to entitlements and as to all related matters, including CEQA review, in connection therewith.
- Developer will develop the Master Infrastructure Plan and bring all needed utilities and roadways to the Property.

- City shall not provide any public funds, subsidies, credits, fee reductions, or fee waivers towards acquisition or development of the Property.
- The period for exclusive negotiations shall commence on the date the agreement is approved and shall continue for a period of one hundred twenty (120) calendar days. The Negotiation Period may be extended for a reasonable period(s) upon the City Manager's written approval of Developer's written request, at the City Manager's sole discretion. This Agreement may be terminated at any time by either party, upon ten (10) calendar days' prior written notice to the other party.

Staff met with the adjacent landowners to inform them of the City's intent to enter into an exclusive right to negotiate and shared with them our concept for land use. Upon approval of the exclusive right to negotiate, staff will work with PDC Sacramento LPIV, LLC to develop a land use and development plan. Staff will keep the adjacent landowners appraised of the conceptual land use and development plans to ensure compatibility with adjacent properties/development while preserving the property as an industrial job center and keeping Roseville competitive in the Region.

Future development will require approval of Planning Department entitlements including a Rezone and General Plan amendment for industrial use, a major project permit, and environmental review and, as such, they will follow the City's standard public review processes. These future entitlements will require review and approval by the Planning Commission and City Council.

According to Roseville Municipal Code §4.12.110(B), the City may dispose of real property without sealed bids..."pursuant to a finding by the city council that such disposition is in the city's best interest. Provided, however, that notice of the terms and conditions of such proposed sale or disposition pursuant to this subsection and the date of confirmation thereof shall be published in a newspaper of general circulation in the city at least 10 days prior to final approval and confirmation of the proposed sale or disposition. Such sales and dispositions shall be confirmed and approved upon a four-fifths' affirmative vote of the city council."

The City of Roseville Economic Development Department would provide assistance through the required entitlement and permitting processes if a future purchase and sale agreement is approved by the City Council.

FISCAL IMPACT

The title report, appraisal, and Phase I Environmental report have already been completed. The process associated with the Exclusive Right to Negotiate has no impact on the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Negotiating the sale of this property meets the above criteria and is not subject to CEQA. Therefore, no additional environmental review is required at this time. The sale of surplus property is categorically exempt from CEQA as a Class 12 Exemption (State CEQA Guidelines Section 15312). Thus, when Council considers a purchase and sale agreement at a later date(s), the appropriate exemption will be prepared.

Respectfully Submitted,

Troy Holt, Economic Development Manager

Laura Matteoli, Economic Development Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-443

Exclusive Right to Negotiate

Map of the Property

Attachment B: Council Communication, March 3, 2021, authorizing City Manager to execute an Option and Purchase and Sale Agreement with PDC Sacramento LPIV, LLC concerning 6382 Phillip Road

COUNCIL COMMUNICATION

CC #: 1306
File #: 0209

Title:	6382 Phillip Road - Option, Purchase and Sale and Memorandum of Option Agreements
Contact:	Troy Holt 916-746-1173 tgholt@roseville.ca.us Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 3/3/2021
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an Option and Purchase and Sale Agreement and a Memorandum of Option and Purchase and Sale Agreement with PDC Sacramento LPIV, LLC, authorizing the City Clerk to record the Memorandum of Option Agreement, and finding that disposition of the property located at 6382 Phillip Road is in the City's best interest.

BACKGROUND

The property at 6382 Phillip Road is referred to as the Roseville Industrial Park and is an approximately 236.26-acre (with 191.08 developable acres) greenfield vacant parcel, located north of a planned six-lane arterial (extension of Blue Oaks Boulevard, west of Westbrook Boulevard). The northern section of the site is bisected by the planned six-lane regional Placer Parkway. See Attachment 1 for a map of the property.

Site Data and Attributes:

1. **APN:** 017-101-008-000
2. **Zoning:** Public/Quasi-Public. The current P/QP designation is used to establish areas for municipal, governmental or public facilities. The purchase and sale agreement is contingent on the purchaser requesting that the property be rezoned to an industrial designation.
3. **Neighboring land uses:** To the northwest is the Al Johnson Wildlife Area, part of a 1,700 acre site planned to accommodate the City's stormwater Regional Retention facility and potential recreation uses. To the west along the southern portion of the site are agricultural uses; to the east, immediately adjacent is the Creekview Specific Plan area, planned to accommodate about 2,000 residential units; to the south along the southern edge of the Reason Farms Industrial Site is the future extension of Blue Oaks Boulevard, and to the south the West Roseville Specific Plan approved in 2004, which is 65 percent built out, and includes 10,479 residential uses, parks, open space and commercial uses. A portion of the site would accommodate the future Placer Parkway, a planned regional facility, which would will connect Highway 65 in Placer County to Highway 99 in Sutter County, providing an alternate highway to Interstate 80.
4. **Size in acres:** The entire parcel is 236.26 acres, which includes 191.08 developable acres. The remaining 45.18 acres comprise the Pleasant Grove Creek Floodplain, a retention basin bypass channel, and the Placer Parkway alignment.
5. **Shape of site:** The parcel is rectangular.
6. **Potential for development:** The site is currently vacant. An analysis of the site was done in 2006 by the City of Roseville for a potential job center which assumed multiple buildings totaling 1,080,000 square feet in a total of 18 buildings. However, the site could potentially accommodate more development if higher density buildings (taller, larger floorplates) are considered. PDC Sacramento LPIV, LLC completed a conceptual site plan for the area south of Pleasant Grove Creek (see Attachment 2) that includes 1,995,000 square feet of industrial use in 9 buildings. Attachment 3 shows the conceptual site plan in relation to the northern area that will be developed in a future phase(s).

The key points of the Purchase and Sale Agreement are summarized below:

- City agrees to sell to Buyer the 236.26-acre Property at the appraised market rate value of $34,519/acre.
- City agrees that Buyer may acquire the Property in phases over a ten-year period. The increments of acreage for the phases will be at least 35 acres each and the appraised market rate value used for the purchase of the initial phase will be adjusted upward for each subsequent phase based on a specified Consumer Price Index set forth in the Purchase and Sale Agreement.
- Within the first 90 days after the effective date, Buyer may give the City a written notice that Buyer has elected to acquire the first phase of the Property before obtaining all entitlements. If Buyer exercises the option to acquire a phase prior to obtaining the entitlements and then subsequently is unable to obtain the entitlements on economic terms acceptable to Buyer in its sole and absolute discretion, the Buyer will have the option to provide written notice to the City that Buyer is electing to reconvey the phase property back to the City on the same terms and condition upon which the Buyer purchased the phase from the City and the City will be obligated to re-purchase the phase.
- Within five (5) business days of providing the City with the option notice as to the applicable phase, Buyer shall deposit $50,000 with the title company. The earnest money shall be credited toward the purchase price at closing.

- The phases will occur every two years. The Buyer has the option to extend the two-year period for each phase by sending a written notice and depositing an additional deposit of $50,000 with the Title Company which additional deposit will be applicable to the purchase price for that particular phase.
- Buyer shall have one year to conduct its due diligence with respect to the property and entitling the property for industrial development. Buyer may extend the due diligence period for two additional periods of 60 calendar days each by providing City with written notice prior to the expiration of the period then in effect and depositing into escrow $50,000, which shall be non-refundable but applicable to the purchase price for each extension period.
- Buyer will fully entitle the property including conducting the CEQA analysis and rezoning efforts, at their expense. City reserves final discretion and approval as to entitlements and as to all related matters, including CEQA review, in connection therewith.
- Buyer will develop the Master Infrastructure Plan and bring all needed utilities and roadways to the property.

Future development will require approval of Planning Department entitlements including a Rezone and General Plan amendment for industrial use, a major project permit, and environmental review. These entitlements will require review and approval by the Planning Commission and City Council. During the entitlements phase, the Buyer will communicate with adjacent landowners and make reasonable efforts to coordinate development.

According to Roseville Municipal Code §4.12.110(B), the City may dispose of real property without sealed bids..."pursuant to a finding by the city council that such disposition is in the city's best interest. Provided, however, that notice of the terms and conditions of such proposed sale or disposition pursuant to this subsection and the date of confirmation thereof shall be published in a newspaper of general circulation in the city at least 10 days prior to final approval and confirmation of the proposed sale or disposition. Such sales and dispositions shall be confirmed and approved upon a four-fifths' affirmative vote of the city council."

There are no identified future City needs for this land and the property is underutilized. Accordingly, the City Council declared the property as surplus on November 20, 2019. As required by the Surplus Land Act, letters offering to sell or lease the property were sent to local public and affordable housing developers; park, recreation and open space agencies; and school districts. None of these agencies expressed an interest in leasing or purchasing the property. The City has complied with the Surplus Land Act, and may dispose of the property pursuant to its own real property disposition procedures.

Sale of underutilized properties can generate quality developments that result in new businesses, jobs and amenities and help fulfill the City's goal of economic sustainability. Therefore, disposition of the property pursuant to the terms of the Option and Purchase and Sale Agreement is in the City's best interest.

The City of Roseville Economic Development Department would provide assistance through the required entitlement and permitting processes if a future purchase and sale agreement is approved by the City Council.

FISCAL IMPACT

Approval of a Purchase and Sale Agreement will result in future property sales that will increase the Strategic Improvement Fund (SIF) fund balance during each phase of property purchase. The first phase of 35 acres is expected to result in $1,243,165 ($34,519/acre). Upon approval of entitlements, staff will seek approval from the City Council with a request for a budget adjustment for first and future phase acquisitions.

ENVIRONMENTAL REVIEW

The proposed project involves the sale of surplus property not located in an area of statewide, regional or area-wide concern. This activity is categorically exempt from CEQA as a Class 12 Exemption (State CEQA Guidelines Section 15312). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Troy Holt, Economic Development Manager

Laura Matteoli, Economic Development Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-080

Option and Purchase and Sale Agreement

6832 Philip Road Memorandum of Option and PSA

Attachment 1 (Map of the Property)

Attachment 2 (Conceptual Site Plan – Southern Section)

Attachment 3 (Conceptual Site Plan – Full Site)

Attachment C: Notice of Preparation (NOP), June 6, 2025

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES – PLANNING

311 Vernon Street, Roseville, CA 95678 (916) 774-5276

NOTICE OF PREPARATION

Date:	June 6, 2025
To:	State Clearinghouse Responsible Agencies Trustee Agencies Interested Parties
Subject:	Notice of Preparation of an Environmental Impact Report for the proposed Phillip Road Site Project and Notice of Public Scoping Meeting
Project Title/File Number:	INFILL PCL 373 – Phillip Road Site, File #PL24-1010
NOP Comment Period:	Written comments are due to the City's Development Services – Planning Department no later than 5:00 p.m. on July 7, 2025.
Public Scoping Meeting:	In accordance with Public Resources Code Section 21083.9, notice is hereby given that the City of Roseville will conduct a public scoping meeting on June 24, 2025 at 6:30 p.m. at the Martha Riley Library (1501 Pleasant Grove Boulevard, Roseville).
Project Location:	The project would be located at 6382 Phillip Road on approximately 241 acres of largely undeveloped/grazing land in the northwest corner of Roseville, in Placer County. The project site's Assessor's Parcel Number (APN) is 017-101-008-000.
Lead Agency and Contact Person:	City of Roseville Development Services – Planning Shelby Maples, Associate Planner 311 Vernon Street Roseville, CA 95678 Phone: (916) 746-1347 Fax: (916) 774-5129 Email: smaples@roseville.ca.us Website: https://www.roseville.ca.us/philliproadsite

1 INTRODUCTION

This Notice of Preparation (NOP) has been issued to notify interested parties that an environmental impact report (EIR) will be prepared, and to solicit feedback on the scope and content of the analysis in the EIR. The City of Roseville will be the lead agency and will prepare an EIR for the Phillip Road Project, which includes the project approvals listed in Section 4 of this NOP. The project description and vicinity and location maps are provided in this NOP.

A previously proposed project, known as the Roseville Industrial Park, was proposed on the same project site and included the proposed development of a range of industrial uses, including light manufacturing, warehousing, and distribution uses. The City issued an NOP for the Roseville Industrial Park in July 2021, conducted a public scoping meeting, and received public comments on the scope of the EIR. In January 2023, the City published a Draft EIR (State Clearinghouse [SCH] # 2021070186) and received public comments from reviewing agencies and the public. Subsequently, the applicant held a series of public workshops in 2023 and 2024. The Roseville Industrial Park Project was formally withdrawn by the applicant in September 2024.

An application for a new project, the Phillip Road Project, was received by the City in October 2024. The Phillip Road Project is a mixed-use project with residential, medical offices, retail, and innovation uses. The City has determined that, pursuant to CEQA, an EIR is required to evaluate the project's potential environmental impacts and has initiated the CEQA process by releasing this NOP.

NOP Comment Period: Due to the time limits mandated by state law, your response to this NOP must be sent at the earliest possible date and submitted to the City, but not later than 30 calendar days after June 6, 2025 (the date this notice was first posted). Please submit comments to the City of Roseville no later than 5 p.m. on July 7, 2025. Please provide written comments to:

City of Roseville Development Services – Planning
Shelby Maples, Associate Planner
311 Vernon Street
Roseville, CA 95678
Phone: (916) 746-1347
Fax: (916) 774-5129
Email: smaples@roseville.ca.us

Public Scoping Meeting: A public scoping meeting will be held on June 24, 2025 to receive comments from interested parties regarding the issues that should be addressed in the EIR. The time and location of the public scoping meeting is provided on the first page of this NOP.

2 REGULATORY BACKGROUND

This NOP provides notification that an EIR will be prepared for the project, and has been prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code Division 13 Section 21000 et seq., and the State CEQA Guidelines, Title 14 California Code of Regulations Section 15000 et seq. According to the State CEQA Guidelines Section 15064, an EIR must be prepared if there is substantial evidence in light of the whole record that the proposed project may have a significant effect on the environment.

3 PROJECT DESCRIPTION

Panattoni Development Company (Panattoni or project applicant) proposes to purchase and develop a property in the City of Roseville with an approximately 176-acre mixed-use development. Proposed uses include approximately 664 residential units, 30,084 square feet (sf) of retail, 20,925 sf of medical offices, and 1,062,041 sf of innovation center uses, as well as parks, open space, and trails. The residential uses would be separated from the other proposed uses by a new north-south public roadway, which would connect to the north by a bridge across Pleasant Grove Creek and Pleasant Grove Creek Bypass Channel. The project also includes utility extensions and improvements to Blue Oaks Boulevard and Phillip Road. At buildout, the project would support approximately 946 employees and 1,550—1,650 residents.

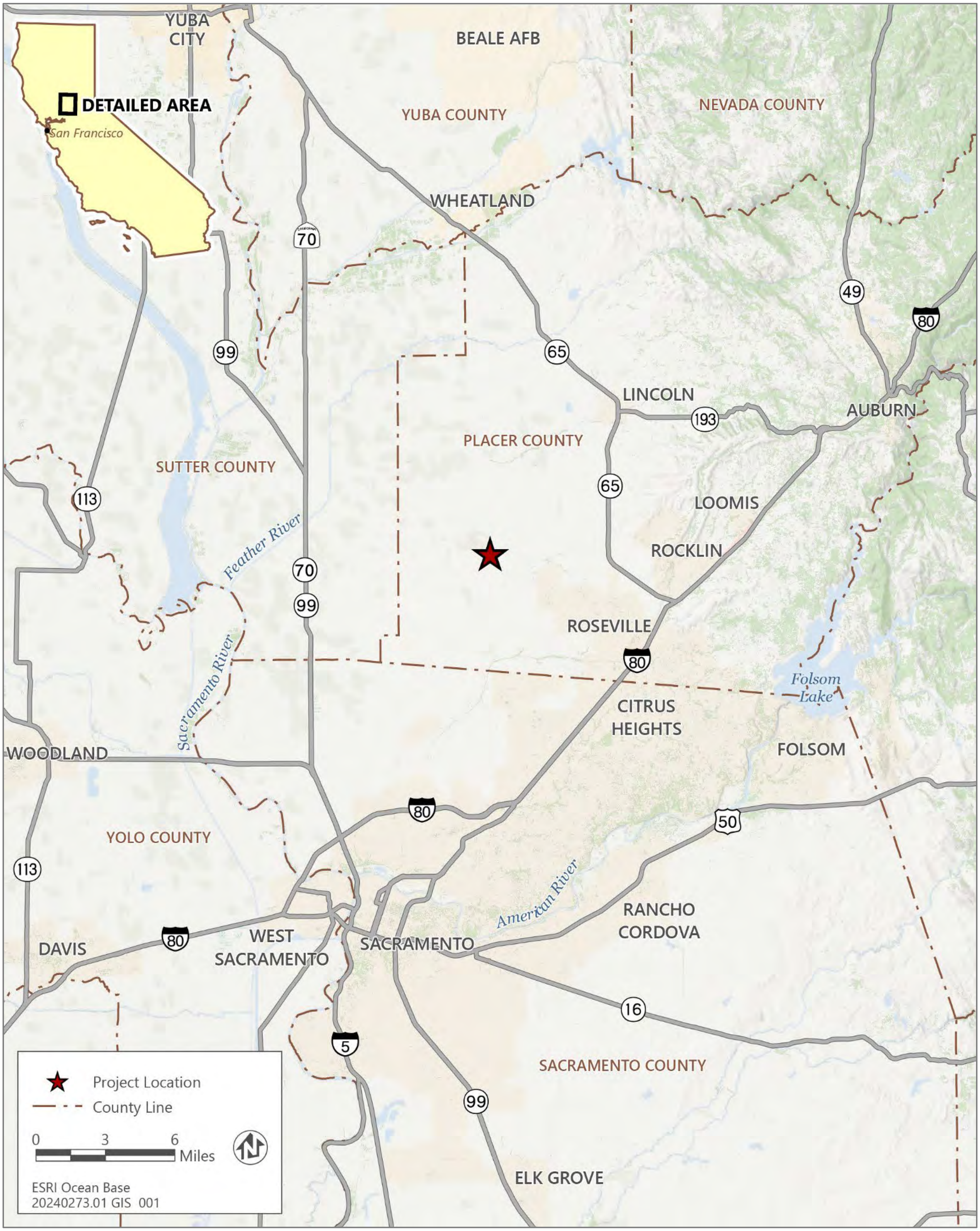
3.1 PROJECT LOCATION AND SETTING

The project would be located at 6382 Phillip Road on approximately 241 acres of undeveloped grazing land in the northwest corner of Roseville, in Placer County. The project site (see Figures 1 and 2), which is currently owned by the City, is predominantly flat with some sparsely vegetated, low hills. Pleasant Grove Creek traverses the property in an east–west direction, bisecting the site into northern and southern portions. Due to previous farming activities at the project site, the original hydrology/drainage has been modified over 70+ years. The southern portion of the site was used more recently for flood control purposes (constructed channel).

Of the total 241 acres, approximately 176 acres are being considered for development pursuant to this application with approximately 6.8 acres for Blue Oaks Boulevard and Phillip Road extensions/widening. The remaining 57.9 acres are composed of approximately 13.6 acres of the Pleasant Grove Creek Floodplain and Pleasant Grove Creek Bypass Channel, approximately 21.7 acres of undevelopable land northwest of the future Placer Parkway (which is not part of the application), and approximately 22.7 acres for the planned Placer Parkway alignment. (The future Placer Parkway, a planned regional facility, would connect Highway 65 in Placer County to Highway 99 in Sutter County, providing an alternate highway to Interstate 80.)

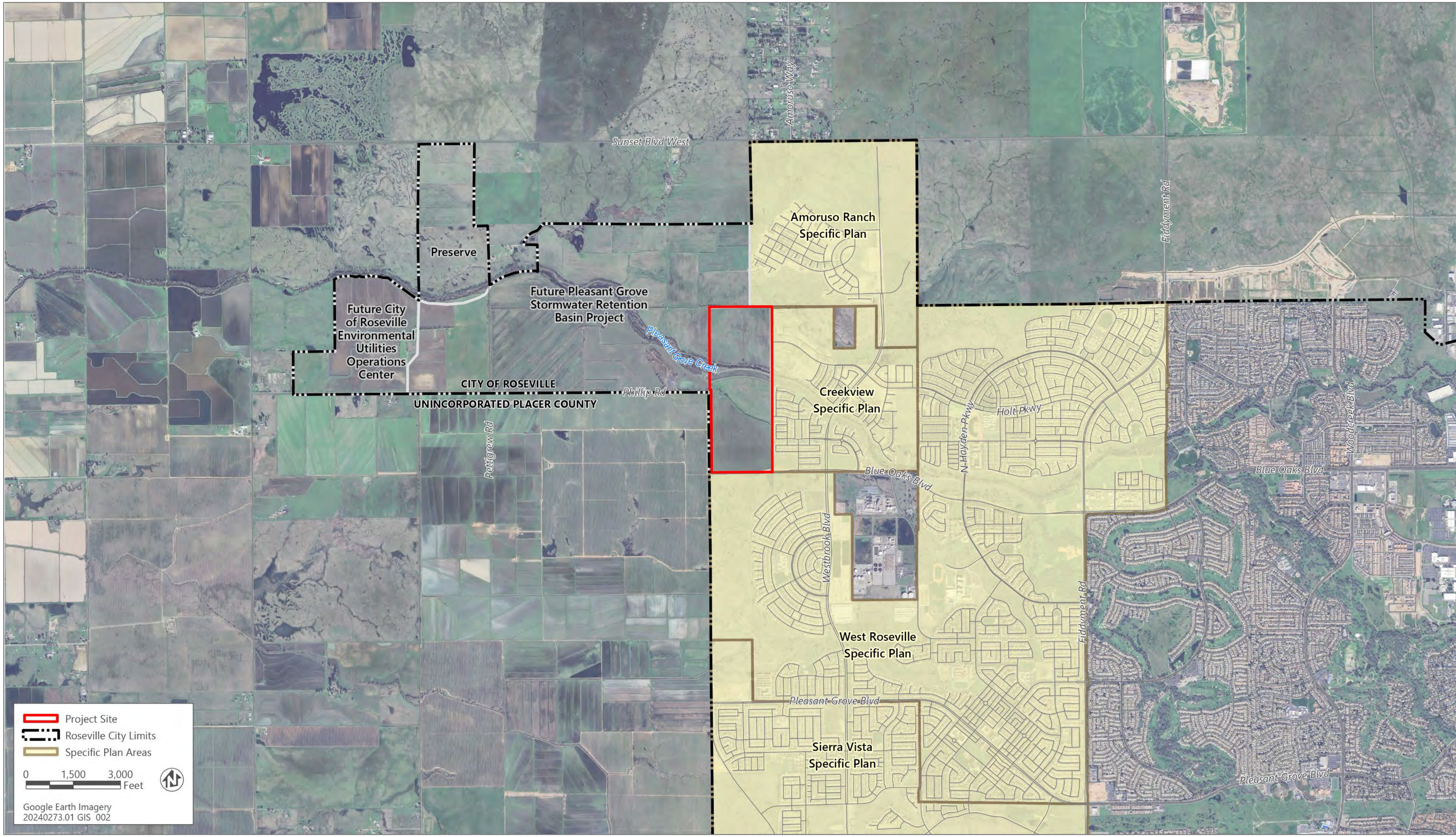
The project site's Assessor's Parcel Number (APN) is 017-101-008-000. The existing General Plan land use designation is Public/Quasi-Public (P/QP). The project site is zoned Planned Development (PD) and allows for agricultural, recreation, and a limited number of other civic and commercial uses. As part of the project, the site would be rezoned and the General Plan would be amended to allow for the proposed land uses.

The project site is within an area of City-owned property known as Reason Farms. The Al Johnson Wildlife Area is located to the northwest of the site and is part of an area planned to accommodate the City's Pleasant Grove l Stormwater Retention Basin Facility and potential passive recreation uses. Agricultural uses are located to the west of the site. The Creekview Specific Plan (east of the project site), West Roseville Specific Plan (south of the project site), and Amoruso Ranch Specific Plan (northeast of the project site) areas are in various stages of development and will include a total of approximately 13,630 residential units at buildout. The Roseville Environmental Utilities Operations Center project is currently under consideration for development by the City and is approximately 2 miles west of the site.



Source: Adapted by Ascent in 2025.

Figure 1 Regional Location



Source: Adapted by Ascent in 2025.

Figure 2 Project Location and Surrounding Uses

3.2 PROJECT BACKGROUND

The project site is part of the City-owned property known as Reason Farms, which totals approximately 1,700 acres. The City purchased the property in 2003 for a retention basin project. The project was originally known as the Reason Farms Retention Basin Facility and was later renamed to the Pleasant Grove Stormwater Retention Basin Facility. The City is the project proponent for the facility, which is already designed and approved but not yet constructed. The EIR (SCH# 2002072084) for the retention facility was certified in 2003; a Subsequent EIR is currently being prepared by the City to evaluate changes to the retention facility. The project site is located in an area that is no longer needed for the retention basin project (which, as noted above, would be located within the Al Johnson Wildlife Area [formerly part of Reason Farms] to the northwest of the project site). The City has identified this property for development for over a decade.

A feasibility analysis of the site was done in 2006 by the City of Roseville for a potential job center, which assumed 18 buildings totaling 1,080,000 sf.

On March 3, 2021, the City Council determined that the disposition of the property was in the City's best interest and executed an Option and Purchase and Sale Agreement to Panattoni (project applicant).

3.3 PROJECT OBJECTIVES

The project applicant has developed the following objectives for the project:

- design a comprehensively planned community with a mix of land uses and a range of residential densities to create a balanced community;
- develop a state-of-the-art employment center designed and operated to achieve the highest and best use of the property and create substantial, permanent employment opportunities for residents of Roseville and surrounding areas;
- provide for alternative transportation through connections via a system of open space, creek crossings, paseos, and Class 1A bikeways;
- support the City of Roseville's desire to create a job-housing balance, and provide high-quality employment generating uses in western Roseville;
- provide housing options in varying densities to respond to a range of market segments, including opportunities for affordable housing consistent with the City's General Plan;
- provide a variety of housing options to help the City meet its Regional Housing Needs Allocation obligations;
- utilize, wherever feasible, alternative energy sources, including solar panels when possible;
- locate the project as near as possible to existing utility infrastructure with anticipated capacity;
- locate the project to be accessible from existing roads and minimize the need for construction of major new roadway improvements;
- include a mix of land uses and facilities which, taken together, provide a positive fiscal impact to the City's General Fund;
- plan for long-term growth to be positioned to react to market demand in multiple land use types; and
- minimize environmental impacts to surrounding areas and other sensitive land uses.

3.4 PROPOSED PROJECT

LAND USE PLAN AND PROPOSED USES

The Phillip Road Project is envisioned to be a mixed-use development (see Figure 3). The project would support a mix of residential, retail, medical offices, and innovation center uses, including approximately:

- 529 single-family residential units;
- Up to 135 multi-family residential units;
- 30,084 sf of retail uses;
- 20,925 sf of medical offices;
- 1,062,041 sf of innovation center uses;
- 4.9 acres of park; and
- 13.6 acres of open space along the Pleasant Grove Creek and Pleasant Grove Creek Bypass Channel.

As shown in Figure 3, the southern portion would include residential, retail, medical offices, innovation center uses, and a park. The northern portion would include residential uses and a park. The two portions of the project site would be connected by a bridge across Pleasant Grove Creek and Pleasant Grove Creek Bypass Channel, which would remain as open space.

Landscape setbacks would be provided around the perimeter of the innovation and commercial uses as a buffer along the streets, Pleasant Grove Creek, and the proposed residential uses. The innovation and commercial buildings are proposed as site cast concrete with embellishments of corrugated metal, glass, aluminum window systems, and steel canopies.

The City requires that a minimum of 15 percent of the total proposed residential units be affordable, which equates to 93 units; however, the City has requested that the project include up to 135 high-density residential (HDR) units to provide a project of a size and scale that will be viable and also to provide greater financing flexibility for a future housing developer. Thus, the EIR will evaluate the potential environmental effects associated with the provision of 135 HDR units.

Two parks are proposed: a 3-acre park in Village 2 and a 1.9-acre park in Village 3. City of Roseville parks of this size typically include a picnic pavilion with a shade shelter, play equipment, and open turf with walking paths and perimeter planting areas. Trees are placed to provide shade and visual screening.

PROPOSED LAND USE AND ZONING

A General Plan Amendment would be required to allow for the proposed mix-use development of the site as well as designation of the creek area as open space. Specifically, the General Plan Amendment would change the land use designation from Public/Quasi-Public (P/QP), which primarily allows for municipal and governmental facilities, to Community Commercial (CC), Light Industrial (LI), Low-Density Residential (LDR), High-Density Residential (HDR), and Open Space (OS) along Pleasant Grove Creek. Additionally, portions of the site (e.g., parks and other public areas) would remain in the P/QP land use designation.

The project includes rezoning the site from PD to a mix of uses, including Community Commercial (CC), Innovation Tech Park (ITP), Public Quasi-Public (P/QP), Small Lot Residential (RS), Multi-Family Housing (R3), and OS. Additionally, a special area overlay would be applied to a portion of the project site for Planned Development (PD) and Development Standards (DS). The Innovation Tech Park (ITP) is a new zoning designation being proposed as part of this application. The proposed uses in the ITP zone are provided in the project application. The ITP zone will also preclude certain industrial uses, such as Warehouse and Distribution.

ELECTRICAL SUBSTATION

The project includes construction of an electrical substation to provide the necessary power to the project. The substation would be 225 feet by 175 feet. Although substation design is not completed yet, the substation would likely consist of a steel structure, approximately 40 feet tall.

Two 60-kilovolt (kV) overhead power lines would need to be extended along the south side of Blue Oaks Boulevard, starting at the southeast corner of Westbrook Boulevard and through the project site on the commercial side to the substation.

CIRCULATION AND PARKING

The main entry to the project site would be from Blue Oaks Boulevard via a new public roadway (collector Road A), as shown in Figure 3. The new public roadway would extend through most of the project site in a north-south direction and would separate the residential uses from the innovation and commercial uses. A bridge would be constructed across Pleasant Grove Creek and the Pleasant Grove Creek Bypass Channel to connect the northern and southern portions of the site (Figure 3). The bridge would provide two travel lanes, a shoulder, a pedestrian and bicycle path on the east side, and a sidewalk on the west side.

In addition to the new public roadway, multiple internal roadways would provide access to the residential uses. Access to the innovation and commercial uses would be provided via Blue Oaks Boulevard, Phillip Road, and the new public roadway. A surface parking lot would provide parking and circulation for the innovation and commercial uses. The project would include 1,718 total parking stalls (including standard, accessible, compact, and electrical vehicle-capable), which is more parking than is required per City code.

A bicycle trail would be installed along the south side of Pleasant Grove Creek Bypass Channel (Figure 3). This would be a 10-feet-wide, paved, Class I trail that would continue the existing trail within the Creekview subdivision to the east of the project site. The project would also include construction of a 10-foot wide, paved, Class I trail at the northern end of the project site, connecting the Winding Creek Neighborhood to a future bike lane, leading up to Amoruso Ranch.

UTILITIES

Utility service is not currently available at the project site. Thus, the project will require the extension of nearby potable water, recycled water, wastewater, stormwater, and electrical infrastructure to serve the future development of the site.

Potable water, recycled water, and wastewater service will be provided by the City of Roseville Environmental Utilities. Potable water, recycled water, and wastewater infrastructure are anticipated to serve the southern portion of the site (south of Pleasant Grove Creek) via the Blue Oaks extension along Phillip Road west. The northern portion is intended to be served via water and wastewater pipelines that would be installed in the new public roadway extending north-south through the project site, with an additional water connection at Benchmark Drive, which is part of the Creekview Specific Plan area to the east. The project will also include installation of an onsite sewer lift station that would connect to sewer force mains on Blue Oaks Boulevard.

The drainage system will include post-construction stormwater quality measures, including bioretention and vegetated swales. Retention credits will be purchased from the City of Roseville to meet the City’s retention requirements for the new development.

Electrical service will be provided by Roseville Electric, and, as noted above, will include installation of an onsite electrical substation as well as overhead electrical lines.

Solid waste collection services would be provided by the City of Roseville.

OFF-SITE IMPROVEMENTS

Off-site improvements would include the extension of Blue Oaks Boulevard along the southern frontage of the project. Improvements would also be made to Phillip Road along the western frontage of the project. Additionally, off-site improvements would also include the extension of potable water, recycled water, wastewater, stormwater, and electrical infrastructure to the site, as described above.

PROJECT PHASING

The project's residential component is anticipated to be developed in five phases and a general phasing plan has been provided based upon reasonable assumptions. Backbone infrastructure would be constructed beginning 2027. Subsequently, housing would be constructed in phases beginning in 2028, with each phase taking approximately one year. Full occupancy is projected to occur in 2033. Actual phasing will depend on market demand and may vary.

Depending on market demand, the project's innovation and commercial component is anticipated to be developed in four phases based upon reasonable assumptions. Backbone infrastructure would be constructed beginning 2027. The first innovation center phase could potentially start construction as early as 2028 and potentially be completed in 2029, which could overlap with the first phase of residential construction. The timing of future phases will be determined based on market readiness and tenant demand. From a market absorption and practical perspective, it could take decades for the entire innovation and commercial development to come to fruition. For the purposes of the EIR, the full buildout year is expected to be 2038.

CONSTRUCTION ACTIVITIES

Construction hours would be 7:00 a.m. to 7:00 p.m. Monday through Friday. Construction could also occur 8:00 a.m. to 8:00 p.m. on Saturdays and Sundays on an as-needed basis. Additionally, nighttime construction would likely be required for large concrete pours, on an as-needed basis, starting as early as 11:00 p.m. and continuing through the following day. Per the City's noise ordinance, nighttime work would need to be approved by the City Manager. In addition, all construction equipment would be fitted with factory installed muffling devices and all construction equipment will be maintained in good working order.

As noted above, construction would be conducted over multiple phases of development. For any given phase, there would be a range of 75—125 construction workers for a given shift. Access during construction would be from Blue Oaks Boulevard.

PROJECT OPERATION

Though actual tenants are not known yet, the project's innovation and commercial uses are expected to generate approximately 946 jobs at full buildout. Operational hours would vary based on the actual tenants, but typical operational hours would be 6:00 a.m. to 8:00 p.m. The project's residential component would provide housing for 1,550—1,650 residents at buildout.

Source: *Image produced by Vitae, Laugenour & Meikle, and Fuhrman Leamy Land Group in 2025; Adapted by Ascent in 2025.*

Figure 3 Illustrative Site Plan

4 PROJECT APPROVALS

Elements of the project could be subject to permitting and/or approval authority of other agencies. As the lead agency pursuant to CEQA, the City is responsible for considering the adequacy of the EIR and determining if the project should be approved. The City will be the permitting agency for the project with regards to the General Plan Amendment, Rezone, Major Project Permit, Development Agreement, Tree Permit, and Tentative Parcel Map. Other potential permits required from other agencies could include:

Federal

- Federal Emergency Management Agency: Letter of Map Revision.
- US Army Corps of Engineers: Compliance with Section 404 of the Clean Water Act for discharge of fill to Waters of the US.

State

- California Department of Fish and Wildlife, Region 2: Section 1602 streambed alteration agreement for construction activities that occur within the bed or bank of adjacent waterways.
- Central Valley Regional Water Quality Control Board: National Pollutant Discharge Elimination System construction stormwater permit (Notice of Intent to proceed under General Construction Permit) for disturbance of more than 1 acre, discharge permit for stormwater, and US Clean Water Act Section 401 water quality certification and California waste discharge requirements.
- Central Valley Flood Protection Board: US Clean Water Act, Section 408 Approval/California Encroachment permit for bridge construction.

Local

- Placer County Air Pollution Control District: Authority to Construct/Permit to Operate, and Air Quality Management Plan consistency determination.

5 PROBABLE ENVIRONMENTAL EFFECTS AND SCOPE OF THE EIR

The City anticipates that the project could potentially result in significant environmental impacts in the following resource areas, which will be further evaluated in the EIR:

- aesthetics;
- air quality;
- biological resources;
- cultural resources;
- energy;
- greenhouse gas emissions and climate change;
- hazardous materials, wildfire, and other hazards;
- hydrology and water quality;
- land use planning and agricultural resources;
- noise and vibration;
- population, employment, and housing;
- public services and recreation;
- transportation and circulation;
- tribal cultural resources; and
- utilities and service systems.

These potential impacts will be assessed and discussed in detail in the EIR, and feasible and practicable mitigation measures will be recommended to reduce any identified significant or potentially significant impacts.

The City anticipates that the project will not result in significant environmental impacts in the following resource areas, which will not be further evaluated in the EIR: geology and soils and mineral resources. The EIR will include brief explanations as to why significant impacts to these resources are not anticipated.

As required by CEQA, the EIR will evaluate alternatives to the project. As stated in the State CEQA Guidelines Section 15126.6(c), the primary intent of the alternatives evaluation in an EIR is to evaluate a range of alternatives to the project that "could feasibly accomplish most of the basic objectives of the project and could avoid or substantially lessen one or more of the significant effects." CEQA also requires that the project alternatives analysis include consideration of the "no project" alternative.

The EIR will also evaluate the cumulative impacts of the project. As stated in State CEQA Guidelines Section 15065(a)(3), projects should be evaluated to determine whether the project's impacts are "cumulatively considerable," which means that the "incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects."

Attachment D: Exclusive Right to Negotiate Agreement

EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

(Purchase of 6328 Phillip Road)

THIS AGREEMENT ("Agreement") is entered into this ____ day of ______________, 20___, by and between the City of Roseville, a municipal corporation ("CITY") and PDC Sacramento LPIV, LLC, a Delaware limited liability company ("DEVELOPER"); and

W I T N E S S E T H:

WHEREAS, CITY is the owner of approximately 237 acres of vacant land located at 6328 Phillip Road in Roseville, California and described as APN 017-101-008 (the "Property"); and

WHEREAS, approximately 55 acres of the Property are undevelopable due to being located in a floodplain and a planned roadway that will bifurcate the Property; and

WHEREAS, as a result, the net developable or useable acreage is approximately 182 acres; and

WHEREAS, the Property is currently used for grazing and lacks the backbone infrastructure improvements (utilities, sewer and drainage) necessary for development; and

WHEREAS, DEVELOPER proposes at its own costs to construct the backbone infrastructure and subsequently develop industrial uses on the Property; and

WHEREAS, this development creates an economic opportunity by converting vacant land into uses which will assist in creating property and sales tax revenue for CITY's benefit and will fill a need for large industrial space which is currently lacking in the City of Roseville; and

WHEREAS, the purpose of this Agreement is to set forth a framework by which the parties intend to negotiate a purchase and sale agreement; and

WHEREAS, it is the intent of the parties, in entering this Agreement, to:

A. Negotiate purchase and sale terms and conditions;

B. Negotiate the increments of acreage for the initial and future purchases and development;

C. Negotiate potential option fees for reserving acreage for future purchases;

D. Negotiate and reach agreement on any necessary contracts, financial instruments, purchase and sale agreement, and related documents for the purchase and development of the Property (collectively, "Purchase Agreements"); and

WHEREAS, CITY and DEVELOPER desire to negotiate the terms and conditions of the purchase and development of the Property based on the terms and conditions set forth below.

NOW, THEREFORE, CITY and DEVELOPER agree as follows:

1. Exclusive Right to Negotiate. The parties hereby agree to diligently and in good faith negotiate and prepare Purchase Agreements, subject to the terms and conditions herein, for consideration by CITY and for execution between CITY and DEVELOPER with respect to the purchase and development of the Property. During the term of this Agreement, DEVELOPER and/or CITY shall not negotiate with any other

person or entity regarding the purchase and development of the Property.

The parties shall keep the negotiations confidential and shall not disclose the substance of negotiations to any third party except pursuant to any of the following: (1) any matter relating to the Property is placed on a public meeting agenda for consideration by a CITY discretionary review body; (2) as may be required by law or legal process; (3) upon written permission by both parties; or (4) following termination or expiration of this Agreement.

2. Terms. The details of the following preliminary terms shall be negotiated and addressed in the Purchase Agreements:

A. CITY agrees to sell to DEVELOPER approximately one hundred and eighty-three (183) acres of the two hundred and thirty-seven (237) acre Property at the appraised market rate value.

B. CITY agrees that DEVELOPER may acquire the Property in phases. The parties will negotiate the increments of acreage for the phases and whether DEVELOPER will be required to pay an option fee for reserving acreage for future purchases.

C. CITY will retain the right to retain twenty-one (21) acres to the northwest of the future planned area for Placer Parkway.

D. DEVELOPER shall have one (1) year or until California Environmental Quality Act ("CEQA") review and rezoning has been completed, whichever is sooner, for the purposes of conducting its due diligence with respect to the Property and entitling the Property for industrial development.

E. DEVELOPER will fully entitle the Property including conducting the CEQA analysis and rezoning efforts, at their expense. City reserves final discretion and approval as to entitlements and as to all related matters, including CEQA review, in connection therewith.

F. DEVELOPER will develop the Master Infrastructure Plan and bring all needed utilities and roadways to the Property.

G. CITY shall not provide any public funds, subsidies, credits, fee reductions, or fee waivers towards acquisition or development of the Property.

3. Negotiation Period. The period for exclusive negotiations shall commence on the date first written above and shall continue for a period of one hundred twenty (120) calendar days. The Negotiation Period may be extended for a reasonable period(s) upon the City Manager's written approval of DEVELOPER's written request, at the City Manager's sole discretion. This Agreement may be terminated at any time by either party, upon ten (10) calendar days' prior written notice to the other party. On behalf of CITY, the City Manager is authorized to terminate the Agreement.

4. Execution of Purchase Agreements. All Purchase Agreements resulting from the negotiations pursuant to this Agreement shall become effective only upon City Council approval and execution by the parties. If any Purchase Agreement is approved by the CITY and is fully executed by CITY and DEVELOPER, the Purchase Agreement shall thereafter govern the rights and obligations of the parties with respect to the purchase and development of the Property and such approval and execution shall terminate this Agreement.

5. No Public Reimbursement or Public Financial Commitment. DEVELOPER shall have no right to be reimbursed by CITY for any costs incurred by

DEVELOPER pursuant to this Agreement. Upon termination of this Agreement, neither party shall accrue any further rights nor incur any further obligations or liability to the other under this Agreement. By execution of this Agreement, CITY is not committing itself or agreeing to undertake:

A. Acquisition of land;

B. Disposition of land to DEVELOPER;

C. Pre-commitment or commitment of any public funds; or

D. Any other act or actions requiring the subsequent independent exercise of discretion by CITY or any of its departments.

CITY reserves final discretion and approval as to the development, the Purchase Agreements, entitlements, permits, environmental review, and all related matters in connection therewith. Nothing in this Agreement shall limit the type or extent of obligations or commitments, including the commitments set forth above, which CITY may elect to include in the Purchase Agreements. Similarly, DEVELOPER reserves discretion and approval as to whether to proceed with the purchase and development of the Property and, further, the right to terminate this Agreement by immediate notice to CITY if CITY imposes business terms and conditions as part of the purchase and approval process which are unacceptable to DEVELOPER in DEVELOPER's sole discretion.

This Agreement does not constitute a disposition of property or exercise of control over property not owned or controlled by CITY. Execution of this Agreement by CITY is merely an agreement to enter into a period of negotiations according to the terms of this Agreement, reserving final discretion and approval by CITY as to any Purchase

Agreements and all proceedings and decisions in connection therewith.

6. DEVELOPER's Representations and Warranties. DEVELOPER hereby represents and warrants that it has made full disclosure to CITY of its principals, officers, major stockholders, major partners, joint venturers, key managerial employees and other associates, and other material information relating to DEVELOPER's proposed development. Any significant or material change in such management ownership or control of DEVELOPER or such information shall be reported to CITY and is subject to the approval of CITY prior to the execution of the Purchase Agreements. All persons executing this Agreement on behalf of DEVELOPER represent and warrant that they are authorized to do so.

7. Agreement and Development Subject to Applicable Policies and Laws. This Agreement and any development of the Property are subject to all applicable policies and laws, including but not limited to, the provisions of the Roseville General Plan and the Roseville Municipal Code and Zoning Ordinance, as they currently exist, or may hereafter be amended. The parties acknowledge that any project approval will be subject to CEQA.

8. Consultant Fees, Commissions and Brokerage Fees. CITY shall not be liable for any consultant fees, real estate commissions or brokerage fees which may arise from this Agreement as a result of a consultant, broker, agent or finder engaged by DEVELOPER. CITY represents that it has engaged no consultant, broker, agent or finder in connection with this transaction and that CITY agrees not to engage any consultant, broker, agent or finder in connection herewith. DEVELOPER agrees to hold CITY harmless from claims of any consultant, broker, agent or finder retained by

DEVELOPER.

9. Assignment. CITY enters into this Agreement solely because of the resources, skills, characteristics, and abilities which are unique to DEVELOPER, and which CITY believes are necessary for the successful development of the Property. Therefore, the obligations of DEVELOPER pursuant to this Agreement may not be assigned. Notwithstanding the foregoing, the parties hereby agree that any Purchase Agreement can be entered into by and between CITY and an entity created by and under the control of DEVELOPER, Carl Panattoni, Adon Panattoni, the Panattoni Living Trust, dated April 8, 1998, or an entity owned or controlled by Panattoni Development Company, Inc.

10. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

12. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

13. Notice. Any notices to parties required or permitted by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	DEVELOPER
Laura Matteoli Economic Development Director City of Roseville 311 Vernon Street Roseville, CA 95678	Tim Schaedler PDC Sacramento LPIV, LLC 8775 Folsom Blvd., Suite 200 Sacramento, CA 95826

Either party may amend its address for notice by giving notice to the other party.

14. Integrated Agreement. This is an integrated agreement, and contains all of the terms, considerations, understandings and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of the Agreement in duplicate by its City Manager and attested to by the City Clerk under the authority of Resolution No. ________, adopted by the City Council of the City of Roseville on the ____ day of ___________________, 20___, and DEVELOPER has caused this Agreement to be executed.

[Signatures Next Page]

CITY OF ROSEVILLE, a
municipal corporation

BY: ______________________
DOMINICK CASEY
City Manager

ATTEST:

BY: ______________________
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: ______________________
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Laura Matteoli
LAURA MATTEOLI
Economic Development Director

PDC SACRAMENTO LPIV, LLC,
a Delaware limited liability company

BY: PDC Sacramento, LLC, a
a Delaware limited liability
company
Its Manager

BY: ______________________
TIMOTHY SCHAEDLER
Local Partner

Attachment E: Option and Purchase and Sale Agreement

OPTION AND
PURCHASE AND SALE AGREEMENT
Information Sheet

OPTIONOR/SELLER: City of Roseville, a municipal corporation

OPTIONEE/BUYER: PDC Sacramento LPIV, LLC, a Delaware limited liability company

PROPERTY: *Address*: 6382 Phillip Road, Roseville, CA
Legal Description: See Exhibit A to this Agreement
Approximate Acreage: 236.26

TITLE COMPANY: Placer Title Company, Attn: Tracy Murphy, 1508 Eureka Road, Suite 150, Roseville, California 95661

IMPORTANT DATES:
Due Diligence Period: Three Hundred & Sixty-Five (365) days from the Effective Date

TRANSACTION EXPENSES: Transaction expenses shall be allocated as follows:

	Closing Item	Buyer's Share of Costs	Seller's Share of Costs	Not Applicable (If N/A check box)
1.	Additional Inspections	100%	0%	☐
2.	ALTA Survey	100%	0%	☐
3.	Boundary Survey	100%	0%	☐
4.	Deed Recording Costs	50%	50%	☐
5.	Phase I Report	100%	0%	☐
6.	Phase II Report (Supplemental)	100%	0%	☐
7.	Standard Owner's Title Policy	0%	100%	☐
8.	Extended Coverage of Owner's Title Policy	100%	0%	☐

Optionor and Optionee hereby acknowledge that each has verified the information contained in these Information Sheet.

Optionor's Initials: ____________ Optionee's Initials: TS

OPTION AND
PURCHASE AND SALE AGREEMENT
[Unimproved Property]

THIS OPTION AND PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into this ____ day of ______________, 2021 ("Effective Date") by and between the Optionor and Optionee identified in the above Information Sheet. All capitalized terms referenced or used in this Agreement shall have the meanings set forth herein.

OPTION AGREEMENT:

1. Grant of Option/Term. Optionor hereby grants to Optionee an option ("**Option**") to purchase the Property as defined below under the terms and conditions as set forth herein. The term of the Option shall be for ten (10) years from the Effective Date. The Option can be exercised in phases as set forth in the Agreement below. Optionee shall exercise the Option by providing written notice of exercise ("**Option Notice**") of the Option to Optionor.

2. Option Fee. Optionee will deposit with the Title Company (as defined below) an option fee ("**Option Fee**") in the amount of FIFTY THOUSAND DOLLARS AND 00 CENTS ($50,000.00). The Option Fee will be applicable to the Purchase Price of the first Phase of the Property.

3. Right of Access. During the term of this Option, the Optionor grants to Optionee the right to access the Property to conduct due diligence and to obtain the necessary surveys and other reports needed to process the Entitlements (as defined below) for the Property as set forth below in the Purchase Agreement.

4. Put Option. Within the first Ninety (90) days after the Effective Date, Optionee may give Optionor a written notice that Optionee has elected to acquire the First Phase of the Property before obtaining all Entitlements. If Optionee exercises the Option to acquire a Phase prior to obtaining the Entitlements and then subsequently is unable to obtain the Entitlements on economic terms acceptable to Optionee in its sole and absolute discretion, the Optionee will have the option to provide written notice ("**Put Notice**") to the City that Optionee is electing to reconvey the Phase Property back to the City on the same terms and condition upon which the Optionee purchased the Phase from the Optionor under this Agreement and the City will be obligated to re-purchase the Phase.

PURCHASE AGREEMENT:

1. Property. Seller agrees that upon the Buyer's exercise of the Option to convey to Buyer that certain real property and all improvements located thereon in the County of Placer, State of California known as: 6382 Phillip Road, Roseville, CA (as further identified on Exhibit A attached hereto and incorporated herein by reference), together with all of Seller's right, title and interest in any assignable licenses, permits, mineral rights, water rights or shares, easements, rights-of-way or other items appurtenant or pertaining thereto that may benefit the same (all of which are hereinafter collectively called the "**Property**" and which is further divided into the "**Southern Property**" and the "**Northern Property**" as more particularly depicted on Exhibit A-1). The Buyer may exercise the Option to acquire the Property in phases. At the time Buyer has obtained all Entitlements (as that term is defined in Section 4(b) below) for the entire Property, Buyer will have a one hundred and eighty (180) day period ("**First Phase Option Period**") from and after the date all Entitlements are issued by the City within which to exercise the Option to acquire a portion of the Property, consisting of a minimum of Thirty-Five (35) acres or more (at Buyer's sole discretion) of the Property ("**First Phase**") from

Seller at the Purchase Price (as defined in Section 2(a) below). Buyer will be required to exercise the Option to acquire a Phase of the Property every two (2) years ("**Phase Option Period**") following the acquisition of the First Phase. Buyer may extend a Phase Option Period for an additional two-year period as set forth hereinbelow. Each subsequent Phase the Buyer exercises the Option shall consist of a minimum of 35 acres ("**Second Phase**") or more of its own choosing, at its sole discretion. The Buyer will then have the Option to acquire additional phases of the Property consisting of a minimum of 35 acres or more per phase every two (2) years thereafter, subject to the Buyer's right to extend the Phase Option Period for each Phase. Once the Buyer acquires a phase an additional two-year term will begin within which the Buyer will have the right to exercise the Option to acquire an additional phase of the Property. Buyer will also have an option to extend the two (2) year period for each phase by sending a written notice of the exercise of the extension option and depositing an additional deposit of FIFTY THOUSAND DOLLARS AND 00 CENTS ($50,000.00) with the Title Company which additional deposit will be applicable to the Purchaser Price for that particular phase.

2. Consideration. The consideration for the conveyance shall be as follows:

(a) Purchase Price. The purchase price and consideration to be paid by Buyer to Seller for the First Phase of the Property shall be based on the appraised Fair Market Value (the "**First Phase Purchase Price**") of the Property without any Entitlements. The Parties agree that the First Phase Purchase Price will be based on that certain appraisal dated August 5, 2020 ("**Appraisal**"). The First Phase Purchase Price will be calculated based on the per acre fair market value as established by the Appraisal multiplied by the number of acres contained in the Option Notice. The purchase price (the "**Subsequent Phase Purchase Price**") of each subsequent phase of the Property selected by the Buyer to purchase shall be calculated based on the per acre First Phase Purchase Price for the subsequent phase of the Property as adjusted by the percentage change between the date of the Closing on the First Phase and the date of Closing on the Subsequent Phase based on the average increase of the 20-City Average Cost Index and the San Francisco Cost Index ("**Index**") as reported in the Engineering News-Record from May (previous year) – May (current year) multiplied by the acreage of the phase of the Property that the Buyer has selected to purchase as contained in the Option Notice.

(b) Earnest Money. Buyer shall deposit FIFTY THOUSAND DOLLARS AND 00 CENTS ($50,000.00) with the Title Company identified in the Information Sheet above (the "**Title Company**") within five (5) business days of providing the Seller with the Option Notice as to the applicable Phase as earnest money ("**Earnest Money**") to be held by the Title Company and disbursed in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, as independent consideration for this Agreement, upon receipt of the Earnest Money, the Title Company shall immediately release $100.00 of the Earnest Money to Seller as nonrefundable consideration for this Agreement. The Earnest Money shall be credited toward the Purchase Price at Closing.

3. Escrow. Buyer shall open an escrow with the Title Company by depositing with Title Company the Earnest Money and a copy of the Option Notice. This Agreement, together with other written instructions as will be provided by Buyer and Seller to the Title Company, shall constitute its escrow instructions to the Title Company.

4. Due Diligence Review. Buyer shall have until 5:00PM Pacific Standard Time on the date identified in the Information Sheet as the final day of the Due Diligence Period to conduct its inspection review of the Property and to obtain the Entitlements for the entire Property. Buyer may extend the Due Diligence Period for two (2) additional periods of Sixty (60) calendar days each by providing Seller with written notice of its intent to extend the Due Diligence Period prior to the expiration of the period then in effect and depositing into escrow FIFTY THOUSAND DOLLARS AND 00 CENTS ($50,000.00), which shall be non-refundable but applicable to the Purchase Price for each extension period. During the Due Diligence Period, Buyer shall have the right to conduct, review, and approve any investigations, inspections, tests, reports, analyses, studies, or

other matters deemed necessary, prudent, or desirable by Buyer (in Buyer's sole discretion) including, but not limited to, the following activities:

(a) Studies/Inspections. Buyer may perform, authorize, review and/or approve any new or updated studies and/or reports on the Property required by Buyer in its sole discretion. Said new or updated studies and reports shall be obtained by Buyer at its sole expense, unless otherwise stated herein. Notwithstanding the foregoing, Seller will furnish to Buyer, at Seller's sole expense, and within ten (10) calendar days following the Effective Date, any information, surveys, studies and/or reports previously conducted on the Property and in Seller's possession or control. Furthermore, Buyer (and its agents, employees, consultants and representatives), at its/their sole cost and expense, shall have the right to enter upon the Property at its/their sole risk to conduct any investigations that Buyer deems necessary to determine the suitability of the Property for Buyer's intended use. However, no destructive testing or Phase II testing shall be done without the prior written approval of the Seller, which approval shall not be unreasonably withheld. After making such tests and inspections, Buyer shall promptly restore the Property to the condition that existed prior to making such tests and inspections (which obligation shall survive the Closing or any termination of this Agreement). Prior to Buyer entering the Property to conduct the inspections and tests described above, Buyer shall obtain and maintain, or shall cause each of its contractors and agents to maintain (and shall deliver to Seller evidence thereof), at no cost or expense to Seller, general liability insurance, from an insurer reasonably acceptable to Seller, in the amount of Two Million Dollars ($2,000,000.00) combined single limit for personal injury and property damage per occurrence. Such policies shall name Seller as an additional insured party and shall provide coverage against any claim for personal liability or property damage caused by Buyer or its agents, representatives or consultants in connection with such inspections and tests.

(b). Entitlements. During the Due Diligence Period the Buyer, at its own costs and expense and with Seller's express permission, will apply for and use its best efforts to obtain all entitlements to develop the entire Property for commercial and industrial development, including but not limited to rezoning the Property, General Plan amendment for commercial/industrial use, CEQA analysis, Environmental analysis and reports, subdivision or parcel map of the Property, and other studies necessary to obtain the approval of the City for a phased development of the Property (the "**Entitlements**"). Seller (in its capacity as the owner of the Property), at no third party, out-of-pocket cost to Seller, shall cooperate with Buyer's efforts to obtain the Entitlements. Seller's cooperation required under this Section shall include, without limitation, executing applications for the Entitlements in the Seller's capacity as owner of the Property upon Buyer's request therefor, provided that Buyer's request is made with reasonable advance notice and includes reasonable supporting information and documentation. Seller's agreement to cooperate with Buyer in connection with Buyer's pursuit of the Entitlements and any other provision of this Agreement shall not be construed as making either party an agent, joint venture or partner of the other party. The Buyer will develop and submit a Master Infrastructure Plan, which will include a plan for the development of the Property in phases, bringing all necessary roads, utilities, stormwater drainage and other matters necessary to develop the Property for commercial and industrial uses. Seller makes no representations or warranties that any Entitlements will be obtained by Buyer. Seller retains sole and final discretion in processing the applications for the Entitlements, in conducting environmental review under CEQA, in approving the Entitlements, and in all related matters in connection therewith.

(c). Title and Survey. Within ten (10) business days after the Effective Date, Seller, at its sole expense, shall furnish Buyer with a Preliminary Report for a Standard owners' policy of title insurance ("**Title Commitment**") issued by the Title Company. Buyer may, at Buyer's sole cost, have an updated or new survey conducted on the Property (the "**Survey**"). Buyer shall have until thirty (30) days prior to the end of the Due Diligence Period to review and approve in writing the Title Commitment and Survey (as applicable). Buyer shall give notice to Seller of any matters contained in the Title Commitment or Survey to which Buyer objects ("**Objections**"). Except as provided below, any matters in the Title Commitment or Survey to which Buyer does not so object, except as stated in the paragraph below, shall be "**Permitted Exceptions**." Seller shall have five (5) business days after receipt of Buyer's notice of Objections ("**Seller's Curing Period**") to elect to cure the Objections to the reasonable satisfaction of Buyer or elect not to cure the same; provided, however, all deeds of trust, mortgages, judgment liens, mechanics' liens, materialmen's liens and other similar financial encumbrances recorded against or affecting the Property, except those caused by Buyer, shall not be considered Permitted Exceptions and will be discharged or otherwise removed by Seller at or before the Closing, the failure of which will constitute a Seller default and Buyer will be entitled to the remedies detailed in Section 13. If Seller fails or refuses to cure Buyer's Objections, Buyer shall have five (5) days after receipt of Seller's notice of election not to cure the Objections to either (a) waive any such Objections and proceed to Closing, or (b) terminate this Agreement and receive a refund of the Earnest Money.

(d) Termination of Due Diligence or Agreement. Buyer may waive the Due Diligence Period at any time by giving notice to Seller of its intent to proceed to Closing. Buyer shall give Seller notice of its decision to proceed to Closing (subject to conditions herein stipulated) or to terminate this Agreement on or before the expiration of the Due Diligence Period (the "**Waiver Notice**"). In the event Buyer fails to provide to Seller the Wavier Notice prior to the expiration of the Due Diligence Period, this Agreement shall be deemed terminated and Buyer and Seller shall have no further obligation to each other except as stated herein and all Earnest Money shall be returned to Buyer. Should the Wavier Notice provide that Buyer has elected to proceed to Closing, then the Earnest Money shall become non-refundable subject to: (i) any default by Seller, (ii) any Objections that have not been cured or waived, and/or (iii) any other Closing contingencies set forth herein.

(e) Buyer shall keep the Property free from all liens, and shall indemnify, defend, and hold harmless Seller from and against all claims, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) incurred, suffered by, or claimed against the Seller by reason of any damage to the Property or injury to persons caused by Buyer and/or its agents, representatives or consultants in exercising its rights under this Section 4. If any mechanic's liens or stop payment notices encumber the Property as a result of Buyer's activities or investigation, Buyer shall cause the mechanic's liens or stop payment notices to be removed ten (10) days after receiving written notice from Seller or cause a Release Bond to be posted in accordance with the provisions of California Civil Code sections 8424 or 9364. The foregoing provisions shall survive the Closing or any termination of this Agreement.

5. Conditions to Closing. Closing of each phase of the Property shall be contingent upon: (a) Buyer's receipt of a Pro Forma Policy of Title Insurance in a form reasonably satisfactory to Buyer; (b) Seller's satisfaction of all other obligations of Seller described in this Agreement; (c) Buyer's receipt of all Entitlements, permits, consents, map, and approvals required to create a legal parcel to be conveyed in fee simple to Buyer by Seller for the First Phase or as applicable each subsequent phase of the Property, including without limitation, any and all zoning approvals, building permits, conditional use permits, site plan approvals, rights of access at Buyer's desired locations, and/or environmental permits; (d) all representations and warranties of Seller set forth in Section 11 below continue to be true and accurate as of the Closing Date; and (e) all representations and warranties of Buyer set forth in Section 12 below continue to be true and accurate as of the Closing Date. Should the contingencies set forth in subsections (b) or (c) fail for any reason prior to the Closing, then Buyer may either waive the contingency and proceed to the Closing or Buyer may terminate this Agreement and receive a return of the Earnest Money. Should the contingencies set forth in subsection (d) fail for any reason prior to the Closing, then such shall be deemed a default by Seller of this Agreement and Buyer may pursue all remedies available to Buyer under Section 13 of this Agreement. The foregoing contingencies and conditions are for the benefit of Buyer and Buyer may waive any or all of same and proceed to the Closing.

6. Condemnation. If prior to the Closing Seller receives notice that a condemnation or eminent domain action is threatened or has been filed against the Property or any part thereof (or that a taking is pending or contemplated), Seller shall promptly give notice thereof to Buyer. In such event, Buyer, at Buyer's sole option, may elect, by written notice, to: (i) terminate this Agreement, in which event neither party shall have

any further obligation hereunder and the Earnest Money shall be returned to the Buyer; or (ii) to proceed to the Closing, in which event Seller will assign to Buyer all of Seller's rights, title, and interests (including to funds received and to be received) in the condemnation proceeding.

7. Closing. "**Closing**" of the First Phase shall occur at the office of the Title Company on or before the date which is Sixty (60) calendar days after the Option Notice is provided to Seller (the "**Closing Date**"). If the Closing Date occurs on a weekend, or a holiday observed in the jurisdiction where the Property is located, then the Closing Date shall be the next business day. As used herein the term "**Close of Escrow**" shall mean, the date the Grant Deed is recorded in the County in which the Property is located, and the Title Company is ready to issue its title policy to the Buyer.

(a) Subsequent Phase Closing. The Buyer will provide Seller with an Option Notice that it is exercising its option to Close escrow on the Second Phase and any subsequent phase of the Property at least Sixty (60) calendar days prior to the Closing Date selected by the Buyer. The Buyer's Option Notice will include the legal description of the Phase being purchased and the proposed Closing Date. The Parties will then determine the Purchase Price for the applicable Phase under the Option Notice in accordance with the terms set forth in Section 2(a) above. Each subsequent Closing will be on the same or similar terms and conditions as the Closing of the First Phase.

8. Closing Documents. The following shall be delivered at Closing:

(a) Deed. Seller shall deliver a Grant Deed (the "**Deed**"), executed and acknowledged by Seller, conveying to Buyer good, marketable, and insurable fee simple absolute title to the First Phase of the Property free and clear of all restrictions, easements, liens, assessments, tenancies (whether recorded or unrecorded) and other encumbrances, except the Permitted Exceptions and any additional easements created by Buyer in obtaining the Entitlements.

(b) Title Policy. Seller shall furnish, at Seller's expense, a standard coverage owner's title insurance policy issued by Title Company. The policy shall be in the amount of the Purchase Price and shall guarantee that Buyer's title to the First Phase of the Property is good and marketable, subject only to the Permitted Exceptions. Buyer may elect, at its sole cost, to obtain extended title coverage and any endorsements thereto.

(c) Other Documents. Seller shall provide the Title Company, at Seller's expense, with a non-foreign affidavit, an Owner's affidavit, and any other written assignments, agreements or documents reasonably requested by Buyer pertaining to the Property or required to convey title to the Property to Buyer. Seller and Buyer will both execute and deliver settlement statements to the Title Company within one day prior to the Closing.

(d) Buyer's Documents. Buyer shall deliver on the Closing Date the Purchase Price for the First Phase of the Property, less the Deposit, and Buyer's share of the pro-rata costs and closing costs. In addition, the Buyer shall provide the Title Company with any other documents requested by the Title Company to close the purchase and issue its Title Insurance Policy, including but not limited to a settlement statement and escrow instructions.

9. Closing Costs. Closing costs and prorations shall be prorated as follows:

(a) Taxes and Utilities. All ad valorem taxes, assessments, and utilities shall be prorated to the Closing Date. If the current year's taxes are not known as of the Closing Date, the proration shall be based upon the previous year's taxes with an adjustment made between Seller and Buyer when the current year's taxes are known.

(b) Fees. Any escrow fees charged by Title Company and the cost of recording the Deed shall be shared equally by Seller and Buyer. Each party will pay its own attorneys' fees. Furthermore, Seller shall pay any and all documentary or transfer fees or taxes required to be paid in conjunction with this Agreement.

(c) Other. All other bills or charges including other recording fees, any state or local documentary stamps, fees, assessments for improvements completed or initiated prior to Closing, whether levied or not, pertaining to the Property as of the date of Closing shall be allocated in a manner customary for real estate transactions in the area where the Property is located.

10. Possession. Possession of the First Phase of the Property and each subsequent phase shall be delivered to Buyer at Closing. Seller agrees that any improvements remaining on the phase of the Property being purchased after the Closing Date shall belong to Buyer.

11. Warranties. Seller makes the following representations, warranties and covenants as of the Effective Date and as of the Closing Date of each phase, and such warranties and covenants shall survive each Closing.

(a) Seller, is a municipal corporation, is duly formed and in good standing under the laws of the state of its formation and is duly authorized to do business in the state where the Property is located.

(b) Seller has good, marketable, and insurable sole, fee simple, record title to the Property and the Property is not subject to any leases, rights of occupancy, or other similar possessory rights, except the agricultural lease as disclosed to Buyer.

(c) There are no actions, suits, proceedings or investigations, at law or in equity, or before any governmental agency, courts, or other adjunctive bodies pending or to Seller's actual knowledge threatened, affecting the Property, and Seller has not received any notice (written or otherwise) of condemnation or eminent domain proceedings with respect to the Property whether commenced or threatened.

(d) Except with respect to Environmental Laws (as defined below), which are covered by Section 11(e) below, and except as otherwise disclosed in writing by Seller to Buyer prior to the end of the Due Diligence Period, Seller has received no written notice from any city, county, state or other government authority of any violation of any statute, ordinance, regulation, or administrative or judicial order or holding, whether or not appearing in public records, with respect to the Property, which violation has not been corrected.

(e) Except as otherwise disclosed in writing by Seller to Buyer prior to the end of the Due Diligence Period, and except as expressly set forth in any environmental reports delivered to or obtained by Buyer under Section 5(b), Seller has received no written notice that (i) the Property is in violation of any federal, state and local laws, ordinances and regulations applicable to the Property with respect to hazardous or toxic substances or industrial hygiene (collectively, "**Environmental Laws**"), which violation has not been corrected, or (ii) past or current tenants of all or any portion of the Property have owned, used, generated, manufactured, stored, handled, released or disposed of any hazardous or toxic substances on the Property in violation of applicable Environmental Laws.

(f) Seller has complied with all of its obligations relating to the delivery of due diligence materials as set forth in Section 4 above.

(g) Seller has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied to any tribunal for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction; no such action or proceeding has been commenced or threatened against Seller by any creditor, claimant, governmental authority or any other person or entity; and Seller is not contemplating or commencing any of the foregoing actions.

(h) From and after the Effective Date, (i) Seller shall not (1) enter into any contracts, leases, or agreements related to the Property without the Buyer's written consent, or (2) cause, permit, or allow any agreement, document, encumbrance or lien to be placed, or recorded against, the Property; and (ii) Seller shall, in all respects, use its best efforts to preserve the Property in its current state and not cause, permit, or allow any waste or deterioration of the Property to occur.

(i) The Property is in compliance with all applicable federal, state and local laws, codes, rules, and regulations, and Seller is not in default under any agreements of any kind related to the Property.

(j) Seller has no actual knowledge of any endangered species, wetland, protective plant life, geophysical feature or attribute or other physical attribute of the Property that may prohibit or limit the development thereof. The Real Property is not within the 100-year or shorter period of time flood plain.

(k) There is physical and legal vehicular access to the Southern Property from public streets or roads and all easements to effectuate access to the Southern Property have been duly filed and/or recorded.

(l) As of the expiration of the Due Diligence Period and as of the Closing Date, the First Phase of the Property (as each subsequent phase): (i) will be legally subdivided from all other surrounding real property; and (ii) constitutes its own property tax parcel.

(m) Neither Seller nor any direct or indirect constituents of Seller that either directly or indirectly own 25% of Seller or directly or indirectly control Seller have been designated as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website, http://www.treas.gov/ofac/t11 or at any replacement website or other replacement official publication of such list. Seller is not in violation of compliance with the regulations of the Office of Foreign Asset Control of the Department of Treasury and any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or any other governmental action relating thereto. This representation will be true at all times from the time this is made and until all obligations under the Agreement are satisfied. In connection with this representation, no later than ten (10) days prior to Closing, Seller shall provide to Buyer all information required by Buyer to confirm Seller's compliance with this provision. Seller represents that all OFAC information provided by Seller to Buyer in connection with this Agreement is true and complete.

(n) As used in this Agreement, the phrase "**to Seller's actual knowledge**" or words of similar import means the actual (and not constructive or imputed) knowledge, without independent investigation or inquiry, of the City's Economic Development Director. Notwithstanding anything herein to the contrary, the individual listed in this Section shall have no personal liability to Buyer with respect to any representations or warranties made herein "to the best of Seller's knowledge" and Buyer has no legal recourse against the individuals listed herein. Buyer's only recourse for any breach of a representation or warranty set forth in this Agreement is limited by this Section and to the remedies set forth in Section 13, and only against the Seller.

The express representations and warranties made in this Agreement shall not merge into any instrument or conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the date which is one year after the date of the Closing and, if not commenced on or before such date, thereafter shall be void and of no force or effect. If, prior to the Closing, Buyer obtains actual knowledge of information that contradicts any such representation or warranty or renders any such representation or warranty untrue or incorrect, and Buyer nevertheless consummates the transaction contemplated by this Agreement, Seller shall have no liability under such representation and warranty to the extent it rendered inaccurate information.

12. Buyer Warranties. Buyer represents and warrants to Seller that the following matters are true and correct as of the Effective Date and will also be true and correct as of each Closing:

(a) Buyer is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the State of California.

(b) This Agreement is, and all the documents executed by Buyer which are to be delivered to Seller at the Closing will be, duly authorized, executed, and delivered by Buyer or its assignee. The obligations contained in this Agreement are, and will be, legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally). This Agreement does not, and will not, violate any provisions of any agreement to which Buyer is a party or to which it is subject.

(c) Prior to the Closing, Buyer will have had the opportunity to investigate all physical and economic aspects of the Property and to make all inspections and investigations of the Property which Buyer deems necessary or desirable to protect its interests in acquiring the Property. Except as otherwise expressly set forth in this Agreement, (i) neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning the Property or the condition, use or development thereof, (ii) in entering into this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, (iii) all matters concerning the Property have been or shall be independently verified by Buyer prior to the Closing, and Buyer shall purchase the Property, or elect not to do so, based on Buyer's own prior investigation and examination of the Property (or Buyer's election not to do so); (iv) **AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, BUYER IS PURCHASING THE PROPERTY IN AN "AS IS" AND "WHERE IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS**, including, without limitation, latent defects and other matters not detected in Buyer's inspections, without recourse to Seller, and (v) except as provided herein, Buyer waives, and Seller disclaims, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of transfer, quality, merchantability or fitness for a particular purpose and use, including, without limitation, Buyer's intended uses or purposes. Upon the closing of the purchase and sale contemplated hereby, Buyer shall be deemed to have accepted the Property, and each and every portion thereof (including, without limitation, the Leases), unconditionally and with any and all (none being implied hereby) rights to rescind, set aside or avoid the transactions contemplated hereby or to seek a reduction, adjustment, offset or recovery of the Purchase Price waived and relinquished.

(d) Consistent with the foregoing and subject solely to the representations set forth in Section 6 and the limitations on such representations set forth in Section 6, effective as of the Closing Date, Buyer, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges Seller, its respective officials, members, beneficial owners, agents, affiliates, employees, successors and assigns (collectively, the "Releasees") from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this Agreement, which Buyer has or may have in the future, arising out of the physical, environmental, economic or legal condition of the Property, including, without limitation, all claims in tort or contract and any claim for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et. seq.) or any similar federal, state or local statute, rule or ordinance relating to liability of property owners for environmental matters. Without limiting the foregoing, Buyer, upon Closing, shall be deemed to have waived, relinquished and released Seller from and against any and all matters arising out of latent or patent defects or physical conditions, violations of applicable laws and any and all other acts, omissions, events, circumstances or matter affecting the Property. For the foregoing purposes, and in consideration of the Due Diligence Period, Buyer hereby specifically acknowledges that this release will extend to claims unknown at the time of executing this release, which if known by Buyer would have materially affected its decision to enter into this Agreement. Buyer specifically acknowledges the provisions of **Civil Code section 1542** and waives its provisions. Buyer hereby specifically acknowledges that Buyer has carefully reviewed this subsection and discussed its import with legal counsel and that the provisions of this subsection are a material part of this Agreement.

TS
Buyer's initials

(e) OFAC.

(i) Buyer is not a Prohibited Person (as defined below);

(ii) To its actual knowledge, none of Buyer's investors, affiliates, brokers, or other agents (if any), acting or benefiting in any capacity in connection with this Agreement is a Prohibited Person;

(iii) The funds or other assets it will transfer to Seller under the terms hereof are neither the property of, nor beneficially owned, directly or indirectly, by, a Prohibited Person;

(iv) The funds or other assets it will transfer to Seller under the terms hereof are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7).

As used in the foregoing representations and warranties, the term, "**Prohibited Person**" means any of the following: (i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"); (ii) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at http://www.treas.gov/offices/enforcement/ofac; (iv) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (v) a person or entity that is affiliated with any person or entity identified in clause (i), (ii), (iii) and/or (iv) above.

13. Notices. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by (i) personal delivery, (ii) recognized, national overnight courier service, (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid, or (iv) electronic mail. In all events, notice shall only be deemed given if properly addressed to Seller or Buyer as applicable, at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section):

Buyer:	PDC Sacramento LPIV, LLC 8775 Folsom Blvd., Suite 200 Sacramento, California 95826 Attn.: Tim Schaedler Tel.: (916) 381-1561 Email: [redacted]	With a Copy To:	Albert & Coss, LLP 550 Howe Ave., Suite 100 Sacramento, Ca. 95825 Attn.: Anthony Coss Tel.: (916) 640-0110 Email: Acoss@Albertcoss.com
		With a Copy To:	Albert & Coss, LLP 550 Howe Ave., Suite 100 Sacramento, California 95825 Attn.: Fred Albert Tel.: (916) 769-2452
Seller:	City of Roseville 311 Vernon Street Roseville, California 95678 Attn.: City Manager Tel.: (916)774-5325 Email: citymanager@roseville.ca.us	With a Copy To:	City of Roseville 311 Vernon Street Roseville, California 95678 Attn.: City Attorney Tel.: (916) 774 -5325 Email: [redacted].us

Title Company: Placer Title Company
1508 Eureka Road, Suite 150
Roseville, California 95661
Attn.: Tracy Murphy
Tel.: (916) 782-3711
Email: [redacted]

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or electronic mail, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received, or delivery is refused. Copies of all notices given to Seller or Buyer shall be given to the Title Company (provided, however, any omission on the part of either party to provide a copy of the applicable notice to Title Company shall not affect the effectiveness of the notice if properly provided to the other parties as described above).

14. Termination/Default. If this Agreement is terminated or Closing does not occur because of the failure of any condition or the occurrence of an event giving rise to a termination right of Buyer as set forth herein, the Earnest Money will be returned to Buyer.

IF BUYER DEFAULTS IN ITS OBLIGATION TO CLOSE THE PURCHASE OF THE PROPERTY, THE DEPOSIT, PLUS ANY INTEREST ACCRUED THEREON, SHALL BE PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE AMOUNT PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES SHALL BE SELLER'S SOLE REMEDY IF BUYER FAILS TO CLOSE THE PURCHASE OF THE PROPERTY. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN AND THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY

WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. SELLER SHALL HAVE NO OTHER REMEDY WHETHER AT LAW OR EQUITY FOR ANY DEFAULT BY BUYER. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL SELLER'S ABILITY TO RECOVER FROM BUYER ANY LOSS, COST, DAMAGE OR EXPENSE PURSUANT TO ANY INDEMNIFICATION OR OTHER PROVISIONS OF THIS AGREEMENT THAT SURVIVE CLOSING HEREUNDER BE DEEMED LIMITED IN ANY RESPECT BY SELLER'S RECEIPT OF THE DEPOSIT, INCLUDING, BUT NOT LIMITED TO SECTION 4(d), SECTION 4(e), SECTION 14, SECTION 15, AND SECTION 31.

SELLER'S INITIALS: ___ BUYER'S INITIALS: TS

If Seller defaults in its obligations under this Agreement on or before the Closing, or if any of Seller's representations or covenants set forth in this Agreement are not true and correct in all material aspects as of the Closing, then except as set forth in the next sentence, Buyer's sole remedies shall be (i) to terminate this Agreement, whereupon the Title Company shall return the Deposit to Buyer and both Seller and Buyer shall be relieved of any further liability under this Agreement; and (ii) to recover from Seller the reasonable and verifiable third-party out-of-pocket costs and expenses, up to the maximum amount of FIFTY THOUSAND DOLLARS AND 00 CENTS ($50,000.00) incurred by Buyer in connection with the review of the Property, including, without limitation, title and survey expenses, third-party report expenses, and reasonable attorney's fees, all other damages costs or expenses pursuant to any indemnification or other provision that survives the termination of this Agreement being waived by this Section. Notwithstanding the foregoing, if Buyer shall have the right to terminate this Agreement by reason of Seller's default in tendering settlement to Buyer, Buyer may elect to terminate the Agreement as set forth in this Section or pursue a remedy of Specific Performance of Seller's obligation to convey the Property to Buyer within One Hundred Eighty (180) days of the Closing. If Buyer fails to file such action for Specific Performance within such One Hundred Eighty (180) day period, the remedy will be considered waived and no longer enforceable.

15. Brokers. Except as disclosed in the Information Sheet of this Agreement, Buyer and Seller have not hired or involved any brokers or agents in the Transaction. Seller indemnifies and agrees to hold the Buyer harmless from any claim, demand or suit for any brokerage or real estate commission, finder's fee, or similar charge with respect to the Property or the Transaction based on any act by, or agreement with, the indemnifying party. Buyer indemnifies and agrees to hold the Seller harmless from any claim, demand or suit for any brokerage or real estate commission, finder's fee, or similar charge with respect to the Property or the Transaction based on any act by, or agreement with, the indemnifying party. Neither party shall cause or permit any broker to place a lien against the Property.

16. Entire Agreement/Amendment. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein, and cannot be waived, altered, supplemented, eliminated or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

17. Successors and Assigns. Buyer shall have the right to assign its rights and obligations under this Agreement, with the written consent of Seller, to an affiliate of Buyer which is owned or controlled by Buyer, Panattoni Development company, Inc., the Panattoni Living Trust, dated April 8, 1996, Carl D. Panattoni, or Adon A. Panattoni, provided notice of such assignment is given to Seller and provided the assignee assumes all of the Buyer rights and obligations under the terms of this Agreement. If Buyer assigns this Agreement such

assignment will not relieve Buyer of its obligations or duties under the terms of this Agreement. Buyer shall not have the right to assign this Agreement to any third party without the written consent of the Seller. Seller shall have the right to assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

18. Binding Effects. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

19. Authority of Signers. If Buyer or Seller is a corporation, partnership, limited liability company or other entity, the person executing this Agreement on its behalf, warrants his or her authority to do so and bind Buyer or Seller.

20. Attorneys' Fees. If there is any litigation between Seller and Buyer to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the successful party, such fees to be determined by the court sitting without a jury.

21. Risk of Loss. All risk of loss or damage to the Property shall be borne by Seller until closing.

22. Tax Deferred Exchange. At the request of either party, Buyer and Seller agree to reasonably cooperate with the other and Escrow Agent in structuring and documenting the sale of all or part of the Property to effect a tax deferred exchange in accordance with the provisions of Section 1031 of the Internal Revenue Code and its corresponding regulations. Such cooperation shall be at no cost or additional liability to the other party. In no event shall either party be required to assume any obligations or liability, take title to any property other than the Property or pay any cash price in excess of the Purchase Price of the Property and shall not be personally liable in such transaction.

23. Intentionally Deleted.

24. Counterparts. The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

25. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue my lie.

26. Intentionally Deleted.

27. Liability of Seller. Buyer acknowledges and agrees that the liability of Seller under this Agreement shall be limited in the manner set forth in this Agreement and in no event shall the officials, members, partners, shareholders, officers, directors, employees, or owners of Seller have any personal liability, for any breach of this Agreement by Seller, and any judgments against Seller shall be satisfied solely out of the assets of Seller.

28. Negotiations. Each party acknowledges it has participated in the negotiation and preparation of this Agreement and has reviewed this Agreement and had the opportunity to consult with its counsel and accountants with respect to its terms. Therefore, each party agrees that the rule of construction to the effect that any ambiguities in a document shall be interpreted against the drafting party, will not be utilized in the interpretation, construction, or enforcement of this Agreement, and no consideration shall be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of this Agreement.

29. Business Days. If the Agreement requires an act to be done or an action to be taken on a weekend or a holiday observed in either California or the jurisdiction where the Property is located, then such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding business day after such date.

30. Intentionally Deleted.

31. Indemnification. Seller hereby agrees to indemnify Buyer against and hold Buyer harmless from any and all claims, actions, costs, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, resulting from operational events originating or relating to the period before the date of the close of escrow. Buyer hereby agrees to indemnify Seller against and hold Seller harmless from any and all claims, actions, costs, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, resulting from operational events originating or relating to the period on or after the date of the close of escrow.

32. Recordation of Option. A Memorandum of Option Agreement shall be recorded in the Official Records of Placer County.

33. Inducement. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

34. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

The rest of this page is left intentionally blank. Signatures are on the next page.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of the Agreement in duplicate by its City Manager and attested to by the City Clerk under the authority of Resolution No. _______, adopted by the City Council of the City of Roseville on the ___ day of __________________, 20___, and PDC Sacramento LPIV, LLC has caused this Agreement to be executed.

SELLER:

CITY OF ROSEVILLE, a
municipal corporation

BY: ____________________
DOMINICK CASEY
City Manager

ATTEST:

BY: ______________________
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: ______________________
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Laura Matteoli
LAURA MATTEOLI
Economic Development Director

BUYER:

PDC SACRAMENTO LPIV, LLC,
a Delaware limited liability company

BY: PDC Sacramento, LLC, a
a Delaware limited liability
company
Its Manager

BY: ______________________
TIMOTHY SCHAEDLER
Local Partner

EXHIBIT A

Legal Description of the Property

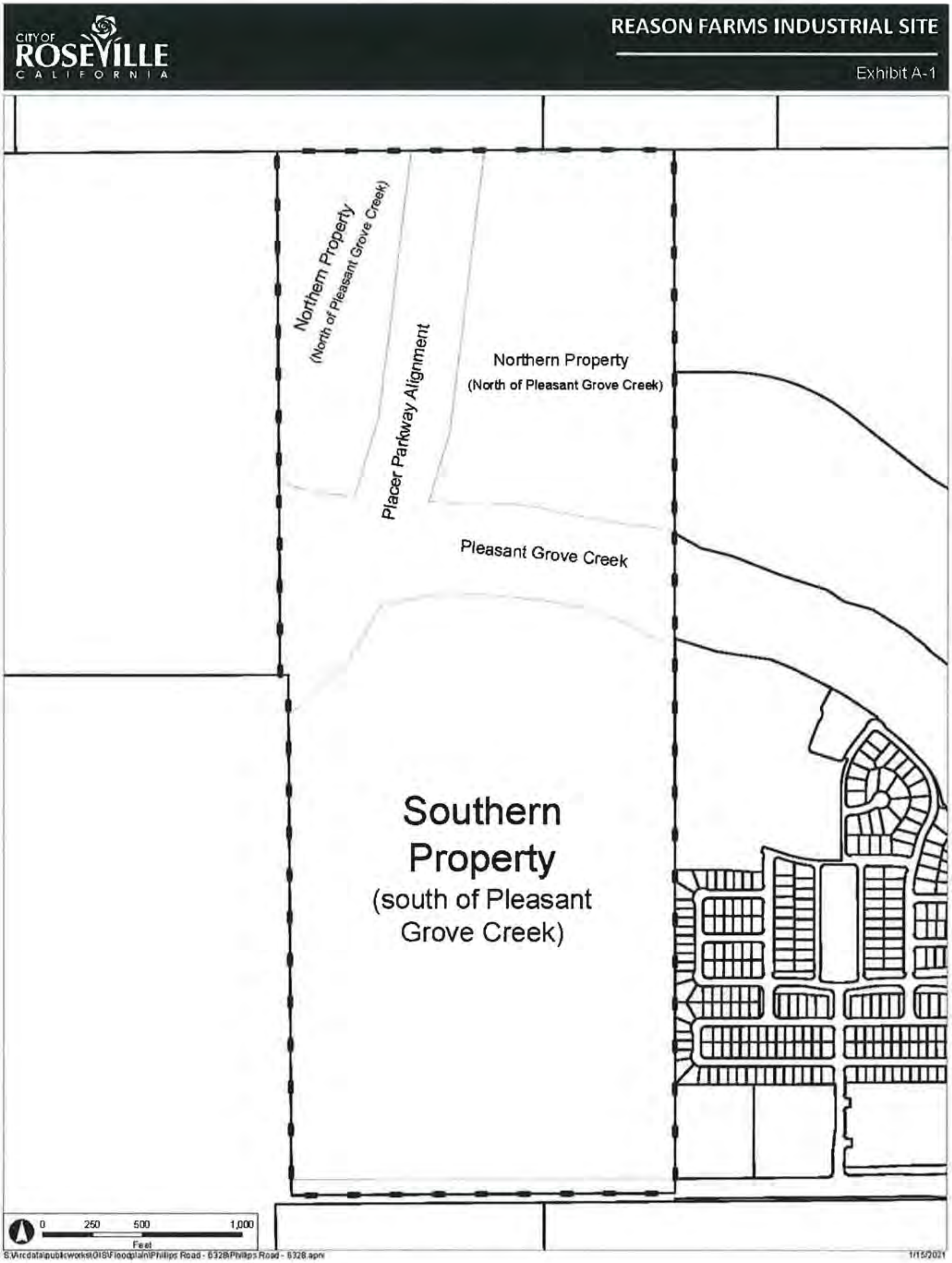
The land described herein is situated in the State of California, County of Placer, unincorporated area, described as follows:

The West half of the West half of the West half of Section 14,Township 11 North, Range 5 East, M.D.B.&M., and the East half of the East half of Section 15, Township 11 North, Range 5 East, M.D.B.&M.

APN: 017-101-008

EXHIBIT A-1

MAP OF THE SOUTHERN AND NORTHERN PROPERTIES



Attachment F: Settlement Agreement between City of Roseville and California Department of Housing and Community Development, effective September 16, 2024

SETTLEMENT AGREEMENT

A. This Settlement Agreement ("Agreement") is entered into by and between the City of Roseville, a municipal corporation, ("City"), and the California Department of Housing and Community Development, a public agency of the State of California ("HCD"). The City and HCD are sometimes referred to individually as a "Party" and collectively as the "Parties." This Agreement is effective September 16, 2024 ("Effective Date").

RECITALS

B. The City owns approximately 236.26 acres of real property located at 6382 Phillip Road in Roseville, California (APN 017-101-008) ("Property").

C. Effective March 3, 2021, the City and PDC Sacramento LPIV, LLC, a Delaware limited liability company ("Developer"), entered into an Option and Purchase and Sale Agreement (P&S) whereby the City agreed to sell the Property to the Developer.

D. Currently, the P&S provides that the Developer will purchase the Property in phases consisting of a minimum of thirty-five (35) acres per phase. However, the City has informed HCD that the City and the Developer intend to amend the P&S to eliminate the phased-approach and instead provide for the Developer to purchase the Property for a one-time, lump-sum payment.

E. On July 17, 2023, HCD contacted the City after receiving an anonymous tip that the City was not in compliance with the Surplus Land Act (SLA) regarding the City's proposed disposition of the Property.

F. On December 4, 2023, HCD issued a Notice of Violation to the City for violating the SLA in relation to the City's proposed sale of the Property to the Developer.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the Recitals stated above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **City's Payment of 30% Statutory Penalty.** The City will pay the statutory penalty of 30% of the applicable disposition value ("30% Penalty") for its first violation of the SLA as follows:

   a. The SLA defines "disposition value" as: the greater of the final sale price of the Property or the fair market value of the Property at the time of sale, as determined by an independent appraisal of the Property. (*See* Gov. Code, § 54230.5, subd. (a)(2).)

   b. The City will retain a MAI (Member Appraisal Institute) real property appraiser approved in advance by HCD, in writing, to prepare a highest and best use appraisal as defined by the Member Appraisal Institute as: "The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible, and that results in the highest value." The appraiser shall conduct the appraisal no later than sixty (60) days following the Effective Date. Notwithstanding the date the appraisal is conducted, the appraisal shall be considered "the fair market value of the Property at the time of sale" as discussed in Section 1.a., above. The City will bear all costs associated with this appraisal.

   c. The City will provide HCD a copy of the appraisal within ten (10) days of the City's receipt of the appraisal. The copy should be provided to either Megan Kirkeby or Melinda Coy at HCD.

d. The 30% Penalty will be calculated based on the higher of the final sale price of the Property or the value as determined by the appraisal. As mentioned in Recital C, above, once the City and the Developer amend the P&S to provide for a one-time, lump sum purchase of the Property, the Parties will use that one-time, lump sum amount as "the final sale price of the Property" for purposes of determining the "disposition value."

2. **Deposit 30% Penalty into Local Housing Trust Fund.** No later than thirty (30) days following the close of escrow or the City's receipt of funds representing the final sale price of the Property from the Developer, whichever occurs later, the City shall make a one-time, lump sum deposit of the 30% Penalty into a Local Housing Trust Fund, as defined in HCD's Local Housing Trust Fund Program Final 2020 Guidelines, available at https://www.hcd.ca.gov/grants-funding/active-funding/lhtf/docs/2020-Final-Guidelines.pdf.

3. **Source and Use of Funds.** In paying the 30% Penalty, the City will not use any funds already dedicated to affordable housing, including, but not limited to, Low and Moderate Income Housing Asset Funds; funds dedicated to housing for very low-, low-, and moderate-income households; and federal HOME Investment Partnerships Program and Community Development Block Grant Program funds. The source of funds to pay the 30% Penalty must be from proceeds of the City's sale of the Property to the Developer. To the extent the P&S includes installment payments, full payment of the 30% Penalty will still be due immediately upon the first installment. The City will commit and expend the 30% Penalty deposited into the Local Housing

Trust Fund within five years of deposit for the sole purpose of financing newly constructed housing units that are affordable to extremely low-, very low-, or low-income households. (See Gov. Code, § 54230.5, subd. (a)(3).) The Parties agree that, for purposes of this Agreement, "expend" means **"irrevocably transfer or encumber."**

4. **Reversion of Remaining Penalty Monies to State.** Five years after deposit of the 30% Penalty into the Local Housing Trust Fund, if the funds have not been expended, the funds will revert to the State of California and the City will deposit such funds in the Building Homes and Jobs Trust Fund or the Housing Rehabilitation Loan Fund for the sole purpose of financing newly constructed housing units located in the City that are affordable to extremely low-, very low-, or low-income households. Expenditure of any penalty moneys deposited into the Building Homes and Jobs Trust Fund or the Housing Rehabilitation Loan Fund will be subject to appropriation by the Legislature. (*See* Gov. Code, § 54230.5, subd. (a)(4).)

5. **50% Statutory Penalty for Subsequent Violation(s) of the SLA.** The City will be liable for a statutory penalty of 50% of the applicable disposition value for any subsequent violation(s) of the SLA that are not related to the Notice of Violation that was issued by HCD on December 4, 2023. For purposes of this Agreement, the Notice of Violation issued by HCD on December 4, 2023, shall be considered resolved to the satisfaction of the Parties so long as the City fully complies with all provisions of this Agreement. (Gov. Code, § 54230.5, subd. (a)(1).)

6. **15% Affordability Covenant.** No later than close of escrow on the City's sale of the Property pursuant to the P&S, the City will record a covenant or restriction against the Property providing that not less than 15% of the total number of residential units developed on the Property will be sold or rented at affordable housing cost, as defined in Health and Safety Code section

50052.5, or affordable rent, as defined in Health and Safety Code section 50053, to lower income households, as defined in Health and Safety Code section 50079.5. Rental units will remain affordable to, and occupied by, lower income households for a period of at least 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units will be lower income households, and the units will be subject to an equity sharing agreement consistent with Government Code section 65915, subdivision (c)(2). The covenant or restriction will run with the land and will be enforceable, against any owner who violates a covenant or restriction and each successor in interest who continues the violation, by any of the entities described in Government Code section 54222.5, subdivisions (a)-(f). The City will provide HCD a copy of the covenant or restrictions recorded against the Property on a form provided to the City by HCD. (See Gov. Code, § 54233.)

7. **Prohousing Designation.** On November 22, 2022, the City earned a Prohousing Designation pursuant to HCD's Prohousing Designation Program ("PDP"). PDP regulations provide that HCD "shall review and revoke a Prohousing Designation upon determining any of the following has occurred . . . [a] Jurisdiction has failed to comply with state housing law…." (25 CFR § 6607, subd. (a)(1)(E).) HCD will not revoke the City's Prohousing Designation based on the City's disposition of the Property as long as the City fully complies with all terms in this Agreement. For purposes of Prohousing Designation revocation only, this Agreement shall be deemed to be the City's corrective action plan, and any necessary deadlines to make final determinations under applicable regulations are extended to allow the parties to satisfy the terms of the Agreement. (See 25 CFR § 6607, subd (a)(7).)

8. **Monitoring by HCD & Reporting by the City.** Beginning six months after the

Effective Date, the City will provide HCD semi-annual (i.e., every six months) emails to update HCD on the status of the City's fulfillment of the terms of this Agreement including, but not limited to, written evidence the City has a Local Housing Trust Fund, as defined in this Agreement, and evidence that the 30% Penalty was deposited into the Local Housing Trust Fund and expended as provided by the SLA and this Agreement. If deemed reasonably necessary by HCD, the Parties will schedule and hold phone calls and/or meetings to discuss the City's fulfillment of the terms of this Agreement.

9. **Breach & Opportunity to Cure.** If the City fails to comply with any of the terms of this Agreement, HCD will provide the City written notice identifying the term(s) with which the City has failed to comply. HCD will allow the City a reasonable time to cure of no less than (15) business days from the date of HCD's written notice before HCD may pursue judicial action against the City including, but not limited to, the remedies provided by Government Code sections 65585 and 65585.1. To the extent the City must call a special session of its governing body(ies) (including the City Council) to timely cure any failure to comply with this Agreement, the City will promptly call such special session.

10. **City Action to Comply with the SLA.** In the event that the P&S is terminated and the sale that is the subject of the P&S is not finalized, then any and all applicable statutory penalties, requirements for transfers of funds, monitoring and reporting, and other related requirements in the Agreement shall also terminate, along with this Agreement. In such case and at such a time that the City may seek to dispose of the Property in the future, the City will follow the standard SLA protocols to dispose of the Property as surplus land or identify a qualifying exemption in the SLA to dispose of the Property as exempt surplus land. To ensure compliance

with the SLA, the City will receive written approval from HCD at each step of the process (i.e., declaration of the Property as "surplus land," sending Notice of Availability to required entities, 90-day good faith negotiation process, affordability covenant, and prior to agreeing to disposition terms). In addition, for twenty-four (24) months following the Effective Date, the City will work closely with HCD on all proposed dispositions of real property owned by the City in fee simple to ensure that the City fully complies with the SLA. To work closely with HCD includes, but is not limited to, seeking technical assistance prior to declaring property "surplus" or "exempt surplus," consulting with HCD throughout the process to dispose of surplus or exempt surplus land, and submitting necessary documents and information to HCD in a timely manner to confirm compliance with the SLA. The City's agreement to comply with the applicable provisions of the SLA on a going forward basis shall survive the expiration or early termination of this Agreement.

11. **Amendments to P&S**. Any amendments to the P&S with the Developer shall be subject to the terms of this Agreement, unless otherwise terminated.

12. **Final Resolution Between the Parties**. Upon full execution of this Agreement by both Parties, this Agreement will settle and resolve all matters between the Parties relating to the issues addressed in the Notice of Violation and this Agreement.

13. **No Admission of Liability**. Neither the execution of this Agreement nor the payments of any sum of money will constitute or be construed as an admission of any wrongdoing, fault, improper action, or liability by either Party.

14. **Attorneys' Fees & Costs**. Should either Party need to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs under Civil Code section 1717.

15. **Governing Law, Jurisdiction, and Venue**. The laws of the State of California shall apply to the interpretation and enforcement of this Agreement. Any action or claim to be filed against either Party must be filed in the Superior Court of the County of Sacramento, California.

16. **Notices**. Notices and communications required under this Agreement shall be delivered by First Class Mail and email as follows:

City: City of Roseville

Attn: Economic Development Director

311 Vernon Street

Roseville, CA 95678 HCD: Department of Housing and Community Development

Housing Policy Development Division

651 Bannon Street, Suite 400

Sacramento, CA 95811

17. **Further Assurances**. Each Party agrees to perform any further actions, execute and deliver any further documents, and obtain consents as may be reasonably requested to fully effectuate the purposes, terms and conditions of this Agreement.

18. **Time of the Essence**. The Parties understand and agree that time is of the essence in the performance of each Party's respective obligations hereunder.

19. **Construction**. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

20. **Severability**. The provisions of this Agreement are severable. If any provision is

held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

21. **Integration and Modification**. This Agreement represents the sole and entire agreement among the Parties related to the matters set forth herein, and except as expressly provided to the contrary herein, supersedes any and all prior agreements, negotiations, and discussions between the Parties and/or their representatives. Any amendment to or deletion from this Agreement must be in writing specifically referring to this Agreement, and must be signed by the duly authorized representatives of each Party. The Parties have not relied upon any oral representation(s) in deciding whether to enter into this Agreement.

22. **Titles and Headings**. The titles and headings of the respective articles and sections of this Agreement are inserted for convenience only and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

23. **No Waivers Unless in Writing**. The failure of any Party to enforce any of the provisions of this Agreement shall in no way be construed as a present or future waiver of such provisions, nor in any way affect the right of any Party to enforce each and every such provision thereafter. No breach of any provision hereof shall be waived unless expressly waived in writing by the Party granting such waiver. A waiver of one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

24. **Term of Agreement**. This Agreement is for a term commencing upon the Effective Date and ending when the City has fulfilled all its obligations under this Agreement. The term of this Agreement does not limit the liability of the City for any obligations which are expressly stated herein as surviving the expiration or earlier termination of this Agreement.

25. **Advice of Counsel**. The Parties, and each of them, represent and declare that in executing this Agreement they have relied solely upon their own judgment, belief and knowledge, and the advice and recommendation of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any representations or statements covering any matters made by the other Party or any other person.

26. **Binding on Successors**. This Agreement is binding upon and inures to the benefit of the Parties and their heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parent companies, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, plaintiffs, and/or persons or entities connected with each of them, including, without limitation, their insurers, sureties, attorneys, consultants and experts.

27. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute a single Agreement. This Agreement may also be delivered by facsimile or email transmission and in such event all facsimile or email signatures will be deemed complete for all purposes hereof.

28. **Authority**. Each Party represents and warrants to the other that the individual executing and delivering this Agreement on behalf of such Party is duly authorized by such Party to do so, and thereby to bind such Party to each and all of the terms of this Agreement.

This Agreement has been executed by the Parties hereto as of the dates indicated opposite their respective signatures.

CALIFORNIA DEPARTMENT OF

HOUSING AND COMMUNITY DEVELOPMENT,

a public agency of the State of California

By: Melinda Coy Date: 9/16/2024

Melinda Coy

Proactive Housing Accountability Chief

APPROVED AS TO FORM:

By: Stephen J. Byers Date: 9-19-2024

Stephen J. Byers, Attorney for HCD

CITY:

CITY OF ROSEVILLE,

a municipal corporation

By: Date: 9·13·2024

Dominick Casey

City Manager

APPROVED AS TO FORM:

By: Michelle Sheidenberger Date: 9/13/24

Michelle Sheidenberger

City Attorney