

**\$37,350,000**  
**CITY OF ROSEVILLE**  
**FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1**  
**(PUBLIC FACILITIES)**  
**SPECIAL TAX BONDS**  
**SERIES 2005**

**BOND PURCHASE AGREEMENT**

July 21, 2005

City of Roseville  
Fiddymment Ranch Community Facilities District No. 1  
311 Vernon Street  
Roseville, California 95678

Ladies and Gentlemen:

The undersigned (together, the "Underwriter") offers to enter into this Purchase Agreement (this "Purchase Agreement") with the City of Roseville (the "City") on behalf of City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) (the "District"), which upon acceptance will be binding upon the Underwriter, the City and the District. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the City satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City's acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Fiscal Agent Agreement (as hereinafter defined).

**Section 1. Purchase, Sale and Delivery of the Bonds.**

(a) Subject to the terms and conditions, and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the \$37,350,000 aggregate principal amount of the City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities), Special Tax Bonds, Series 2005 (the "Bonds"), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be \$36,881,410.00 (representing the principal of amount of the Bonds, plus an aggregate original issue premium of \$11,357.50, less an underwriter's discount of \$479,947.50). The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Special Taxes as provided in the Fiscal Agent Agreement, dated as of August 1, 2005, (the "Fiscal Agent Agreement"), between the City and The Bank of New York Trust Company, N.A., a banking corporation duly organized and existing under and by virtue of the laws of the State of California, as fiscal agent (the "Fiscal Agent"), the

Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 et seq. of the California Government Code (the "Act").

(b) Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement, dated July 13, 2005, relating to the Bonds, which, together with the cover page and appendices thereto, is herein called the "Preliminary Official Statement." By its acceptance of this Purchase Agreement, the City hereby ratifies the use by the Underwriter of the Preliminary Official Statement; and the City agrees to execute a final official statement relating to the Bonds (the "Official Statement") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Jones Hall, A Professional Law Corporation, the City's Bond Counsel (herein called "Bond Counsel") and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 2(n) hereof. The City hereby authorizes the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the City or the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

(c) Except as the Underwriter and the City may otherwise agree, at 8:00 A.M. California time, on August 4, 2005 (the "Closing Date"), the City will deliver to the Underwriter, at the offices of Jones Hall, San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned and the City will deliver to the Underwriter at the offices of The Depository Trust Company ("DTC") in New York, New York, the Bonds, in definitive form (all Bonds bearing CUSIP numbers), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Act, and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (a) of this Section in immediately available funds (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be made available to the Underwriter for inspection not later than two Business Days prior to the Closing Date. The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC.

Section 2. Representations, Warranties and Agreements of the City. The City represents, warrants to, covenants and agrees with, the Underwriter that:

(a) The District is a community facilities district duly organized and validly existing under the Constitution and laws of the State of California, and the City, acting on behalf of the District, has, and at the Closing Date will have, full legal right, power (i) to enter into, execute and deliver under this Purchase Agreement, the Fiscal Agent Agreement, the Continuing Disclosure Agreement, dated as of the date of Closing (the "Issuer Continuing Disclosure Agreement"), by and among the City, the Fiscal Agent and MuniFinancial, as dissemination agent (the "Dissemination Agent"), and the Official Statement and (ii) to carry out, give effect to and consummate the transactions contemplated hereby and thereby.

(b) The City has complied, and will at the Closing Date be in compliance, in all respects with the Fiscal Agent Agreement, the Issuer Continuing Disclosure Agreement, the Act and this Purchase Agreement.

(c) The City Council has duly and validly: (i) made all the necessary findings and determinations required under the Act in connection with the formation of the District and the issuance of the Bonds, (ii) approved and authorized the execution and delivery of the Fiscal Agent Agreement, the Bonds, the Issuer Continuing Disclosure Agreement, this Purchase Agreement and the Official Statement and approved the distribution of the Preliminary Official Statement, and (ii) authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of such documents.

(d) Except as described in the Preliminary Official Statement, neither the City nor the District is, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the District is a party or is otherwise subject or bound, and the performance by the City on behalf of the District of its obligations under the Fiscal Agent Agreement, the Bonds, the Issuer Continuing Disclosure Agreement and this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City on behalf of the District of its obligations under the Fiscal Agent Agreement, the Bonds, the Issuer Continuing Disclosure Agreement or this Purchase Agreement.

(e) Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect the performance by the City on behalf of the District of its obligations hereunder or under the Fiscal Agent Agreement, the Bonds or the Issuer Continuing Disclosure Agreement have been or will be obtained at the Closing Date and are or will be at the Closing Date in full force and effect.

(f) The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement.

(g) As of the date hereof the information in the Preliminary Official Statement is true, correct and complete in all material respects and does not and, on the Closing Date the information in the Official Statement will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) If after the date of this Purchase Agreement and until ninety (90) days after the End of the Underwriting Period (as hereinafter defined), any event shall occur, of which the City

has notice, as a result of which it may be necessary to supplement the Official Statement in order to make the statements therein, in the light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and, if in the opinion of the Underwriter and the City Manager on behalf of the District, such event requires an amendment or supplement to the Official Statement, the City will at its own expense amend or supplement the Official Statement in a form and manner jointly approved by the City and the Underwriter so that the statements therein as so amended or supplemented will not be misleading in the light of the circumstances existing at such time and the City will promptly furnish to the Underwriter a reasonable number of copies of such amendment or supplement. As used herein the term "End of the Underwriting Period" means the later of such time as (i) the City on behalf of the District delivers the Bonds to the Underwriter, or (ii) the Underwriter do not retain an unsold balance of the Bonds for sale to the public. Unless the Underwriter give notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period."

(i) Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency or public board or body to which the City or the District is a party and has been served with a summons or other notice thereof, is pending, or to the knowledge of the City threatened, in any way affecting the existence of the District, the existence of the City or the titles of its officers to their respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, the collection or application of the Special Taxes pledged or to be pledged to pay the principal of, and interest on, the Bonds, or the pledge thereof, or the collection or application of the Special Taxes pledged or to be pledged to pay the principal of, and interest on, the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Fiscal Agent Agreement, the Bonds, the Issuer Continuing Disclosure Agreement or this Purchase Agreement, any action of the City or the District contemplated by any of such documents, or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the City or the District with respect to the Fiscal Agent Agreement, the Bonds, the Issuer Continuing Disclosure Agreement or this Purchase Agreement or any action of the City or the District contemplated by any of such documents, or which contests the exclusion from gross income for federal income tax purposes of interest paid on the Bonds or the exemption of interest paid on the Bonds from State of California personal income taxation.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that neither the City nor the District shall be required to register as a dealer or broker of securities or to consent to service of process or qualify to do business in any jurisdiction where it is not now so subject. It is understood that such "blue sky" registration is the sole responsibility of the Underwriter.

(k) Any certificate signed by any authorized officer or employee of the City authorized to do so shall be deemed a representation and warranty by the City on behalf of the District as to the statements made therein.

(l) The City on behalf of the District will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement.

(m) Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the City on behalf of the District will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Fiscal Agent Agreement.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"). The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in sufficient quantity to comply with Rule 15c2-12 and the applicable rules of the Municipal Securities Rulemaking Board.

(o) Except as disclosed in the Official Statement, to the best of the City's knowledge, no other public debt secured by a tax or assessment levied by the City on the land in the District is in the process of being authorized and no assessment districts or community facilities district have been or are in the process of being formed by the city which include any portion of the land within the District.

The execution and delivery of this Purchase Agreement by the City on behalf of the District shall constitute a representation to the Underwriter that the representations and warranties contained in the Section 2 are true as of the date hereof.

Section 3. Conditions to the Obligation of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein, to the accuracy in all material respects of the statements of the officer and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City on behalf of the District of its obligations to be performed hereunder at or prior to the Closing Date and to the following conditions:

(a) At the Closing Date, the Fiscal Agent Agreement, the Issuer Continuing Disclosure Agreement, the Continuing Disclosure Agreement (Developer), by and among Roseville Fiddyment Land Venture, LLC and MuniFinancial, as dissemination agent and dated as of the date of Closing (the "Developer Continuing Disclosure Agreement," and together with the Issuer Continuing Disclosure Agreement, the "Continuing Disclosure Agreements") and this Purchase Agreement shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

(b) At the Closing Date, except as was described in the Preliminary Official Statement, neither the City nor the District shall be, in any respect material to the transactions

referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the District is a party or is otherwise subject or bound, and the performance by the City on behalf of the District of its obligations under the Bonds, the Fiscal Agent Agreement, the Issuer Continuing Disclosure Agreement and this Purchase Agreement, and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City on behalf of the District of its obligations under the Bonds, Fiscal Agent Agreement, the Issuer Continuing Disclosure Agreement and this Purchase Agreement.

(c) At the Closing Date, except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City on behalf of the District of its obligations hereunder, and the Fiscal Agent Agreement, the Bonds or the Issuer Continuing Disclosure Agreement will have been obtained and will be in full force and effect.

(d) The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 2(h) hereof, true, correct and complete in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 2(h) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the inside cover page of the Official Statement, of the Bonds shall not have been materially adversely affected (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America or the Internal Revenue Service, with the purpose or effect, directly or

indirectly, of imposing federal income taxation upon such interest as would be received by any owners of the Bonds;

(2) Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;

(3) A general suspension of trading in securities on the New York Stock Exchange, or a general banking moratorium declared by Federal, State of New York or State of California officials authorized to do so;

(4) The introduction, proposal or enactment of any amendment to the Federal or California Constitution or any action by any Federal or California court, legislative body, regulatory body or any other governmental body materially adversely affecting the tax status of the District, its property, income, securities (or interest thereon), the validity or enforceability of the Special Taxes, as contemplated by the Fiscal Agent Agreement and the Official Statement;

(5) Any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

(6) There shall have occurred any outbreak of hostilities or other local, national or international calamity or crisis or the escalating of any hostilities, calamity or crisis, the effect of which on the financial markets of the United States of America, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect (A) the market price or the marketability of the Bonds, or (B) the ability of the Underwriter to enforce contracts for the sale of the Bonds.

(f) At or prior to the Closing Date, the Underwriter shall have received two counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The resolution authorizing the sale of the Bonds adopted on September 15, 2004 (Resolution No. 04-449) by the City Council, acting in its capacity as legislative body of the District (the "Resolution"), together with a certificate of the City Clerk, dated as of the Closing Date, to the effect that such resolution is a true, correct and complete copy of the resolution duly adopted by the City;

(2) The Official Statement, executed on behalf of the District by an authorized signatory of the City;

(3) The Fiscal Agent Agreement duly executed and delivered by the City and the Fiscal Agent;

(4) The Continuing Disclosure Agreements, duly authorized and executed by the City, the Developer and MuniFinancial as applicable;

(5) An unqualified opinion, dated the Closing Date and addressed to the City, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the City and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State of California in substantially the form included as Appendix C to the Official Statement, together with an unqualified opinion of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to the Underwriter;

(6) A supplemental opinion or opinions, dated the Closing Date and addressed to the City and the Underwriter, of Bond Counsel, to the effect that (i) this Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding agreement of the City and the District, each enforceable in accordance with its terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases; (ii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the Bonds, the Fiscal Agent Agreement and the Continuing Disclosure Agreements conform as to form and tenor to the descriptions thereof contained in the Official Statement, and the statements contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "CONTINUING DISCLOSURE" and "TAX MATTERS" and in Appendices C, E and F to the Official Statement insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Agreements, Bond Counsel's final opinion and the Act, are accurate in all material respects; (iv) the Fiscal Agent Agreement has been duly adopted by the City Council, acting as the legislative body of the District and creates a valid pledge of the Special Taxes and the amounts on deposit in certain funds and accounts established under the Fiscal Agent Agreement, as and to the extent provided in such Fiscal Agent Agreement; and (v) the Special Taxes and the levy thereof have been duly and validly authorized in accordance with the provisions of the Act and, when levied, the Special Tax will be a valid and binding lien upon the property against which it is levied, enforceable by the City in accordance with the provisions of the Fiscal Agent Agreement and the Act except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditor's rights;

(7) the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Disclosure Counsel, dated the Closing Date, addressed to the District and to the Underwriter, to the effect that based upon an examination which they have made, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, they have no reason to believe that the Official Statement (other than financial statements and other statistical and financial data and information relating to The Depository Trust Company, New York, New York, and its book-entry system contained therein and incorporated therein by reference, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(8) A certificate of the City, dated the Closing Date and signed by the City Administrative Services Director/Treasurer or City Manager or an authorized designee to the effect that (i) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date, except that all references herein to the Preliminary Official Statement shall be deemed to be references to the Official Statement; (ii) to the best knowledge of such officer, no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be satisfied under this Purchase Agreement, the Fiscal Agent Agreement, the Issuer Continuing Disclosure Agreement and the Official Statement at or prior to the Closing Date;

(9) An opinion, dated the Closing Date and addressed to the City and the Underwriter, of the City Attorney, to the effect that (i) the District is a community facilities district duly organized and validly existing under the Act; (ii) the Official Statement and the distribution thereof have been duly authorized by the City; (iii) the forms of the Fiscal Agent Agreement, the Issuer Continuing Disclosure Agreement and this Purchase Agreement have been duly approved at a meeting of the City Council, acting as the legislative body of the District, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting; (iv) the City on behalf of the District has duly and validly executed and delivered on behalf of the District this Purchase Agreement, the Fiscal Agent Agreement, the Bonds and the Issuer Continuing Disclosure Agreement, and each such document constitutes the legal, valid and binding obligation of the District enforceable against the District in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought; (v) other than as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body to which the City or the District is a party and has been served with a summons or other notice thereof, is pending or, to such counsel's knowledge, threatened, in any way affecting the existence of the District, the existence of the City or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, the collection or application of the Special Taxes to pay the principal of, and interest on, the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement, the Issuer Continuing Disclosure Agreement, or any action of the City or the District contemplated by any of such documents or in any way contesting the completeness or accuracy

of the Official Statement or the powers of the City or the District with respect to the Bonds, the Fiscal Agent Agreement, this Purchase Agreement, the Issuer Continuing Disclosure Agreement, of any action on the part of the City or the District contemplated by any of such documents, or in any way seeking to enjoin or restrain the City from approving the development of any of the property within District, or which challenges the exclusion of the interest paid on the Bonds from federal income tax purposes and the exemption of interest paid on the Bonds from State of California personal income taxation; (vi) the statements in the Official Statement under the heading "NO LITIGATION" are as of the date of the Official Statement and as of the date of the opinion, true and correct in all material respects and do not, as of the date of the Official Statement and as of the date of the opinion, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (vii) the City is duly organized and validly existing as a political subdivision under the Constitution and laws of the State of California with full legal right, power and authority to form the District;

(10) A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Fiscal Agent Agreement and all resolutions relating thereto;

(11) Certified copies of excerpts from the Bylaws of The Bank of New York Trust Company, N.A., as Fiscal Agent, authorizing the execution and delivery of certain documents by certain officers of The Bank of New York Trust Company, N.A., which resolution authorizes the execution of the Fiscal Agent Agreement;

(12) A certificate of The Bank of New York Trust Company, N.A., addressed to the Underwriter and the City dated the Closing Date, to the effect that (i) The Bank of New York Trust Company, N.A. is authorized to carry out corporate trust powers, and has full power and to perform its duties under the Fiscal Agent Agreement; (ii) The Bank of New York Trust Company, N.A. is duly authorized to execute and deliver the Fiscal Agent Agreement, to accept the obligations created by the Fiscal Agent Agreement, and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement; (iii) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over The Bank of New York Trust Company, N.A. that has not been obtained is or will be required for the authentication of the Bonds, of the consummation by it of the other transactions contemplated to be performed by it in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement; and (v) to the best of its knowledge, compliance with the terms of the Fiscal Agent Agreement will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, fiscal agent agreement, bond, note, resolution or any other agreement or instrument to which The Bank of New York Trust Company, N.A. is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over The Bank of New York Trust Company, N.A. or any of its activities or properties;

(13) Certificates dated the Closing Date from Fiddyment Ranch Associates, the Special Tax Consultant and the Appraiser substantially in the form of Exhibits B, D and E hereto, respectively;

(14) An opinion, dated the Closing Date, of counsel to the Developer, addressed to the City and the Underwriter, substantially in the form of Exhibit C hereto.

(15) A copy of the Appraisal;

(16) A tax certificate of the City on behalf of the District in form and substance acceptable to Bond Counsel and the Underwriter;

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the City contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby, the Fiscal Agent Agreement and Continuing Disclosure Agreements and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and none of the City, the District nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter, the City and the District set forth in Section 4 hereof shall continue in full force and effect.

#### Section 4. Expenses.

(a) Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the City shall pay out of the proceeds of the Bonds or any other legally available funds of the City, all expenses incidental to the performance of the City's obligations hereunder, including but not limited to the cost of printing, engraving and delivering the Bonds to the Underwriter; the costs of printing and shipping the Preliminary Official Statement and the Official Statement; the fees and disbursements of the District, the City, the Fiscal Agent, the Dissemination Agent, Bond Counsel, accountants, engineers, appraisers, economic consultants and any other experts or consultants retained by the City in connection with the issuance and sale of Bonds; and any other expenses not specifically enumerated in paragraph (b) of this Section incurred in connection with the issuance and sale of the Bonds.

(b) Whether or not the Bonds are delivered to the Underwriter as set for the herein, the City shall be under no obligation to pay, and the Underwriter shall be responsible for and pay, CUSIP Bureau and CDIAC fees and expenses to qualify the Bonds for sale under any "blue sky" laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (a) of this Section, including the fees and disbursements of its counsel.

Section 5. Undertakings of the City. The City agrees (a) to inform the Underwriter, from time to time, upon the reasonable request of the Underwriter, of the amount then on deposit in the Reserve Fund and all accounts thereunder, and (b) to make available to the Underwriter, upon reasonable request of the Underwriter, at the expense of the City, sufficient copies of its audited financial statements, if any, resolutions of its legislative body with respect to the Bonds, the Fiscal Agent Agreement, the Official Statement, any amendments or supplements thereto, and other documents relating to the Bonds and pertaining to the District or the City, to the extent that such documents are publicly available, as may be reasonably

required from time to time for the prompt and efficient performance by the Underwriter of their obligations hereunder (except any portion of any such document which, by contract, is not subject to disclosure).

Section 6. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Roseville at 311 Vernon Street, Roseville, California 95678, Attention: City Manager; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to: Piper Jaffray & Co., 345 California Street, Suite 2200, San Francisco, California 94104, Attention: Rick Kiss, and Stone & Youngberg LLC, One Ferry Building, Suite 275, San Francisco, CA 94111, Attention: Sohail Bengali.

Section 7. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

Section 8. Survival of Representations and Warranties. The representations and warranties of the City hereunder shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of the delivery of and payment for the Bonds.

Section 9. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings among the parties hereto in relation to the sale of the Bonds of the City.

Section 11. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

**STONE & YOUNGBERG LLC**

By:  \_\_\_\_\_  
Managing Director

**PIPER JAFFRAY & CO. INC.**

By: \_\_\_\_\_  
Managing Director

**CITY OF ROSEVILLE**  
on behalf of **FIDDYMENT RANCH COMMUNITY**  
**FACILITIES DISTRICT NO. 1 (PUBLIC**  
**FACILITIES)**

By: \_\_\_\_\_  
Administrative Services Director/Treasurer

Approved as to Form:

\_\_\_\_\_  
City Attorney

Section 11. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

**STONE & YOUNGBERG LLC**

By: \_\_\_\_\_  
Managing Director

**PIPER JAFFRAY & CO. INC.**

By:  \_\_\_\_\_  
Managing Director

**CITY OF ROSEVILLE**  
on behalf of **FIDDYMENT RANCH COMMUNITY**  
**FACILITIES DISTRICT NO. 1 (PUBLIC**  
**FACILITIES)**

By: \_\_\_\_\_  
Administrative Services Director/Treasurer

Approved as to Form:

\_\_\_\_\_  
City Attorney

Section 11. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

**STONE & YOUNGBERG LLC**

By: \_\_\_\_\_  
Managing Director

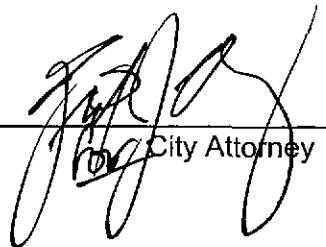
**PIPER JAFFRAY & CO. INC.**

By: \_\_\_\_\_  
Managing Director

**CITY OF ROSEVILLE**  
on behalf of **FIDDYMENT RANCH COMMUNITY**  
**FACILITIES DISTRICT NO. 1 (PUBLIC**  
**FACILITIES)**

By:  \_\_\_\_\_  
Administrative Services Director/Treasurer

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**MATURITY SCHEDULE**

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
2007	\$ 75,000	3.050%	3.050%	100.000%
2008	120,000	3.350	3.350	100.000
2009	160,000	3.700	3.700	100.000
2010	210,000	3.900	3.900	100.000
2011	255,000	4.000	4.000	100.000
2012	310,000	4.150	4.150	100.000
2013	365,000	4.250	4.250	100.000
2014	425,000	4.400	4.400	100.000
2015	485,000	4.500	4.500	100.000
2016	555,000	4.600	4.600	100.000
2017	625,000	4.700	4.700	100.000
2018	705,000	4.750	4.750	100.000
2019	785,000	4.800	4.800	100.000
2020	870,000	4.850	4.850	100.000
2021	965,000	4.900	4.900	100.000
2022	1,060,000	5.000	4.930	100.546 <sup>c</sup>
2023	1,165,000	5.000	4.960	100.310 <sup>c</sup>
2024	1,280,000	5.000	4.980	100.153 <sup>c</sup>
2025	1,395,000	5.000	5.000	100.000
2030	9,020,000	5.050	5.050	100.000
2036	16,520,000	5.100	5.100	100.000

<sup>c</sup> Priced to par call on September 1, 2015.

Exhibit B  
\$37,350,000  
CITY OF ROSEVILLE  
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS, SERIES 2005

**Developer Representations, Warranties and Covenants**

Roseville Fiddymment Land Venture, LLC (the "Developer") hereby makes the following representations, warranties and covenants as of the date hereof to and for the benefit of the City of Roseville (the "City") for itself and on behalf of Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) (the "District") and to Piper Jaffray & Co. and Stone & Youngberg LLC (the "Underwriter") in connection with the pricing by the City of its Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2005 (the "Bonds"). Capitalized terms not otherwise defined herein, are defined as provided in the Purchase Agreement dated July 21, 2005 (the "Purchase Agreement") between the Underwriter and the City.

1. Due Organization, Existence and Authority. The Developer is a \_\_\_\_\_ and is duly formed and validly existing under the laws of its organization and has full rights, power and authority to execute, deliver and perform its obligations under the Development Agreement, the Acquisition Agreement and to carry out and consummate the transactions contemplated by the Development Agreement and Acquisition Agreement (collectively, the "Developer Documents").

2. Due Authorization and Approval. By all necessary action of the corporation, the Developer has duly authorized and approved the execution and delivery of, and the performance by the Developer of the obligations of the Developer contained in the Developer Documents and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. The Developer acknowledges that it (as the owner of all taxable land in the District) has the obligation to pay Special Taxes.

3. No Breach or Default. The execution and delivery of the Developer Documents and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Developer a breach or default under any agreement or instrument to which the Developer is a party or by which it is bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would, in any material respect, constitute a default or an event of default under the Developer Documents.

4. No Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending and served or threatened by or against the Developer: (i) in any way questioning the due formation and valid existence of the Developer; (ii) in any way contesting or affecting the validity of the Developer Documents or the consummation of the transactions contemplated thereby; (iii) in any way questioning or contesting the validity of any governmental approval of the District or any aspect thereof or (iv) which would have a material adverse effect upon the financial condition of the Developer or the ability to develop the District.

5. Information. The information submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Official Statement and the Official Statement was, and is as of this date, true and correct in all material respects.

6. Official Statement. The Developer has provided the information set forth in the Preliminary Official Statement and the Official Statement describing the Developer and the development undertaken and proposed to be undertaken by the Developer, and the Underwriter is authorized to use such information in the distribution of the Preliminary Official Statement and the Official Statement. With respect to the discussion in the Preliminary Official Statement and the Official Statement under the captions "THE DISTRICT," "THE IMPROVEMENTS," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" and "SPECIAL RISK FACTORS," insofar as such statements purport to summarize information with respect to the Developer, its proposed development, property ownership, and pending or threatened litigation, nothing has come to the Developer's attention as of the date of this Certificate which would lead the Developer to believe that such discussion contains any untrue statements of a material fact or omits to state a material fact necessary, to make the statements therein, in the light of the circumstances under which they were made, not misleading.

7. Developer's Financial Statements. The financial statements, if any, and other financial information submitted to the Underwriter are true, correct and complete in all material respects and fairly present the financial position of The Developer as of the date thereof. No material adverse change has occurred in such financial position since the date of such financial statement.

8. Taxes and Assessments. All taxes and assessments are current on the property which the Developer owns or will own within the District.

9. Appraisal. The Developer has reviewed the Appraisal Report dated June 28, 2005 ("Appraisal") prepared by Seevers Jordan Ziegenmeyer and agrees with the assumptions that all Improvements will be completed within 12 months following issuance of the Bonds.

10. Consent to Bond Issuance. The Developer hereby consents to the issuance of the Bonds.

11. Development Agreement. The Developer acknowledges that it has read and understood the terms and conditions of the Development Agreement and agrees with the provisions set forth therein.

12. Consent to Fiscal Agent Agreement. The Developer hereby consents to all of the terms and conditions contained in that certain Fiscal Agent Agreement, dated as of October 1, 2002, by and between the City and The Bank of New York Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

13. Agreement. In addition to the foregoing, the Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the District, the levy of the Special Tax in accordance with the terms of the resolutions and ordinances previously adopted by the District or the validity of the Bonds or the proceedings leading up to their issuance.

Dated: \_\_\_\_\_, 2005

[DEVELOPER]

By: \_\_\_\_\_  
Authorized Representative

Exhibit C  
\$ \_\_\_\_\_  
CITY OF ROSEVILLE  
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS, SERIES 2005

**Form of Developer's Counsel Opinion**

[Letterhead of George Phillips]

City of Roseville  
311 Vernon Street  
Roseville California 95678

Piper Jaffray & Co.  
345 California Street, Suite 2200  
San Francisco, California 94104

Stone & Youngberg LLC  
One Ferry Building, Suite 275  
San Francisco, CA 94111

Re: \$37,350,000 City of Roseville Fiddymment Ranch Community Facilities District  
No. 1 (Public Facilities) Special Tax Bonds, Series 2005

Ladies and Gentlemen:

We have acted as counsel to Roseville Fiddymment Land Venture LLC (the "Developer") in connection with (i) the proposed development known as Fiddymment Ranch (the "Development") to be located in the City of Roseville (the "City") as described in the Preliminary Official Statement (as defined herein), and (ii) the issuance and sale of \$37,350,000 City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2005 (the "Bonds"). This opinion is rendered pursuant to Section 3 of the Purchase Agreement dated July 21, 2005 (the "Purchase Agreement") between the City, acting for itself and on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 1, and the Underwriters named therein. Capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement.

In rendering the opinions set forth herein, we have reviewed and examined such documents as we have determined to be appropriate, including the following documents:

- A. The Purchase Agreement;
- B. The Official Statement for the offer and sale of the Bonds dated July 21, 2005 (the "Official Statement");

C. The Development Agreement including the Amendments thereto, between Developer and the City related to the Development (collectively, the "Development Agreement");

D. A litigation search of Developer, dated \_\_\_\_\_, 2005 (the "Litigation Search"), conducted by \_\_\_\_\_, but without warranty as to the completeness and accuracy thereof due to the potential for errors or inaccuracies in the data and files made available to us from the applicable courts.

E. The Funding, Construction and Acquisition Agreement dated as of \_\_\_\_\_, 2005, between Developer and the City (the "Acquisition Agreement" and together with the Development Agreement, the "Developer Agreements");

F. [The Articles of Incorporation for \_\_\_\_\_ dated as of \_\_\_\_\_, certified by the Secretary of State of the State of California on \_\_\_\_\_;]

G. [The Bylaws of the Developer certified by the Secretary of Developer to be the bylaws in effect on the date hereof;]

H. Resolutions of the Board of Directors of Developer dated \_\_\_\_\_, 2005;

I. Certificate of Good Standing for Developer, issued by the Secretary of State of the State of California on \_\_\_\_\_, 2005; and

J. The Developer Certificate provided by Developer to the City and Underwriter pursuant to Section 3 of the Purchase Agreement.

With respect to factual matters underlying our opinions herein, we have made no independent investigation or inquiry and have relied solely upon the Developer Certificate. We advise you that the phrase "to our knowledge," as used herein, means that no facts have come to our attention, based upon an inquiry of attorneys in this firm who devote substantive legal attention to Developer, or as a result of our examination of the Developer Certificate, that indicate to us anything contrary to the statement to which the phrase relates. Except as expressly set forth above, the phrase does not mean that we have conducted any investigation or inquiry or performed any other examination, or review. We have no reason to believe that any factual matters or assumptions relied upon by us are not true, correct and complete.

Our opinions herein are limited to the internal laws of the State of California and the federal laws of the United States of America. We express no opinion whatsoever with respect to the laws of any other jurisdiction and assume no responsibility for the applicability of such laws. In rendering our opinions herein, we have assumed the following, with your approval:

(i) The genuineness and authenticity of all signatures on original documents submitted to us (other than any signatures on behalf of Developer); the authenticity and completeness of all documents submitted to us as originals; the conformity to originals of all documents submitted to us as copies; where any signature, other than any signature

on behalf of Developer purports to have been made in a corporate, governmental, fiduciary or other capacity, the person who affixed such signature had the full power and authority to do so;

(ii) The due authorization, execution and delivery of the applicable agreements by the parties thereto, other than the Developer, and the legality, validity, binding effect and enforceability against such parties of their respective obligations under such agreements;

(iii) The truth, accuracy and completeness of all factual representations and warranties of all parties under the documents described in paragraphs A through J, above; and

(iv) The constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision in the State of California has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity.

Based upon the foregoing and in reliance thereon, and based on our examination of such questions of law as we have deemed appropriate under the circumstances, and subject to any further assumptions, comments, exceptions, qualifications and limitations set forth below, as of the date hereof, it is our opinion that:

1. Developer is a corporation duly incorporated and validly existing in the State of California and in good standing under the laws of the State of California. Developer is qualified to do business in the State of California.

2. The Developer Agreements have been duly authorized, executed and delivered by Developer, and constitute legal, valid and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms.

3. The execution and delivery by Developer of the Developer Agreements and the performance of its obligations thereunder will not conflict with or result in a violation of, or breach of or a default under, as applicable (a) the Articles of Incorporation or Bylaws of Developer, (b) to our knowledge, any indenture, mortgage, deed of trust, lease, note, commitment, agreement or other instrument to which Developer is a party, or by which Developer or its property is bound or (c) to our knowledge, of any order, rule or regulation of any court or other governmental body having jurisdiction over Developer, the conflict, violation or breach of which, in the case of clauses (b) or (c) would have a material adverse effect on Developer or the development, use, occupancy or operation of the Development or any material portion thereof.

4. To our knowledge, and otherwise based solely upon a review of the Litigation Search, there are no actions, suits or proceedings pending or threatened against Developer which, if determined adversely, would have a material adverse effect (a) on the ability of Developer to perform its obligations under the Developer Agreements or (b) on the development, construction, use, occupancy or operation of the Development or a material portion thereof.

5. To our knowledge, the environmental review pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) for the North Roseville Specific Plan for the property within the District and the Developer Agreements have been completed and the Notices of Determination with respect to such approvals (except for amendments to the Development Agreement and the Acquisition Agreement) have been filed and posted by the City in accordance with the requirements of the California Environmental Quality Act.

6. Without having undertaken to independently determine the accuracy, completeness or fairness of the discussion contained in the Preliminary Official Statement under the captions "THE DISTRICT," "THE IMPROVEMENTS," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" and "SPECIAL RISK FACTORS" nothing has come to our attention which would lead us to believe that such discussion contains any untrue statements of a material fact or omits to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

In addition, all of our opinions expressed hereinabove are specifically subject to and limited by the following:

(a) The effect of laws or court decisions relating to bankruptcy, insolvency, fraudulent conveyance, equitable subordination, reorganization, arrangement, moratorium or other laws or court decisions relating to or affecting creditors' rights generally.

(b) Limitations imposed by California or federal law or equitable principles upon the availability of the remedy of specific performance of any of the remedies, covenants or other provisions of any document or agreement and upon the availability of injunctive relief or other equitable remedies.

In addition, we express no opinion as to the title of the property within the District or any entitlements, permits, approvals or other assets relating to the Development.

This letter is intended solely for your use in accordance with the Purchase Agreement and may not be reproduced or filed publicly or relied upon for any other purpose by you or for any purpose whatsoever by any other party without the express written consent of the undersigned except that this Opinion may be copied and distributed as part of a closing book of the bond transaction documents, provided that such distribution shall not expand in any way the permitted uses of this letter. We assume no responsibility for the effect of any fact or circumstance occurring subsequent to the date of this letter, including without limitation, legislative or other changes in the law. Further, we assume no responsibility to advise you of any facts or circumstances of which we become aware after the date hereof, regardless of whether or not they may affect our opinions herein. This opinion is given as of the date hereof and we assume no obligation to update our opinions herein after the date hereof.

Very truly yours,

[COUNSEL]

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

Exhibit D  
\$37,350,000  
CITY OF ROSEVILLE  
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS, SERIES 2005

**Certificate of Special Tax Consultant**

City of Roseville  
311 Vernon Street  
Roseville, California 95678

Piper Jaffray & Co.  
345 California Street, Suite 2200  
San Francisco, California 94104

Stone & Youngberg LLC  
One Ferry Building, Suite 275  
San Francisco, CA 94111

The undersigned hereby states and certifies:

1. That he is an authorized officer of Economic and Planning Systems, Inc. (the "Special Tax Consultant") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Consultant assisted the City of Roseville (the "City") in the preparation of (a) the Rate and Method of Apportionment of the Special Tax (the "Special Tax Formula") as set forth in Appendix A to the Official Statement, and (b) the Fiddymment Ranch CFD No. 1 (Public Facilities) Financing Plan, as described under the section entitled "THE DISTRICT" of the Preliminary Official Statement dated July 13, 2005 (the "Preliminary Official Statement") and the Official Statement dated July 21, 2005 (the "Official Statement") for the City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) (the "District") Special Tax Bonds, Series 2005 (the "Bonds"). The Bonds are secured by Special Taxes of the Fiddymment Ranch Community Facilities District. Capitalized terms not otherwise defined herein shall be defined as provided in the Special Tax Formula or in the Fiscal Agent Agreement dated as of August 1, 2005 (the "Fiscal Agent Agreement"), by and between the City and the Fiscal Agent.

3. That the Special Taxes, if levied in accordance with the Special Tax Formula and collected will annually yield sufficient revenue to make timely payments of the annual debt service on the Bonds, and annual Administrative Expenses related to the levy and collection of the Special Taxes and the expenses of the Fiscal Agent for the Bonds.

4. That all information supplied by the Special Tax Consultant for use in the Official Statement, including Appendix A thereto, is true and correct.

5. That, as of the date of the Preliminary Official Statement and the Official Statement and as of the date hereof, those portions of the Official Statement entitled "SECURITY AND SOURCES OF PAYMENTS FOR THE BONDS--Special Taxes" and "--Special Tax Methodology," "THE DISTRICT," "SPECIAL RISK FACTORS," and "APPENDIX A" and the other data provided by the Special Tax Consultant and included in the Preliminary Official Statement and the Official Statement, do not, to our knowledge, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

Dated: \_\_\_\_\_, 2005

ECONOMIC AND PLANNING SYSTEMS, INC.

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

Exhibit E  
\$37,350,000  
CITY OF ROSEVILLE  
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS, SERIES 2005

**Certificate of Appraiser**

City of Roseville  
311 Vernon Street  
Roseville, California 95678

Piper Jaffray & Co.  
345 California Street, Suite 2200  
San Francisco, California 94104

Stone & Youngberg LLC  
One Ferry Building, Suite 275  
San Francisco, CA 94111

The undersigned hereby states and certifies:

1. That he or she is an authorized principal of Seevers Jordan Ziegenmeyer (the "Appraiser") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.
2. That the Appraiser has prepared an appraisal report dated June 28, 2005 (the "Appraisal Report"), on behalf of the City of Roseville (the "City") and in connection with the sale by the City on behalf of the Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) (the "District") of its City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2005 (the "Bonds"). Capitalized terms not otherwise defined herein shall be defined as provided in the Purchase Agreement dated as of July 21, 2005, between the City and the Underwriter named therein.
3. That, as of the date of this Certificate, the conclusions set forth in the Appraisal Report included as Appendix B to the Preliminary Official Statement dated July 13, 2005 (the "Preliminary Official Statement") and the Official Statement dated July 21, 2005 (the "Official Statement") are confirmed.
4. That, as of the date hereof, the information under the caption "APPRAISAL OF PROPERTY WITHIN THE DISTRICT" and the Appraisal Report appended to the Preliminary Official Statement and the Official Statement, to the best of our knowledge and belief, and subject to all of the General and Specific Assumptions and Limiting Conditions set forth in the Appraisal Report, does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and no events or occurrences have been ascertained by us or have come to our attention that would substantially change the

estimated values concluded in the Appraisal Report. However, we have not performed any procedures since the date of the Appraisal Report to obtain knowledge of such events or occurrences nor are we obligated to do so in the future.

5. We hereby consent to the reproduction and use of the Appraisal Report appended to the Preliminary Official Statement and the Official Statement. We also consent to the use of the references to our firm made in the Preliminary Official Statement.

Dated: \_\_\_\_\_, 2005

SEEVERS JORDAN ZIEGENMEYER

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