

DRAFT - July 23, 2019

Recording Requested by:

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City Clerk  
City of Roseville  
311 Vernon Street  
Roseville, CA 95678

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**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP AS ASSIGNEE OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GRANITE BAY DEVELOPMENT II, LLC, PHILLIPS ROAD 160 INVESTORS LIMITED PARTNERSHIP, PHILLIP ROAD LAND, LLC, J & KD ENTERPRISIES, LLC, SOULE INVESTMENTS, LLC, BENNETT WEST ROSEVILLE, LLC, DECOU WEST ROSEVILLE, LLC, BLUE OAKS - ROSEVILLE LP, AND CHUANG RELATIVE TO THE CREEKVIEW SPECIFIC PLAN**

This First Amendment of Development Agreement ("Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, a Washington limited partnership ("Anthem" or "Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. On October 3, 2012, Developer's predecessors in interest, Granite Bay Development II, LLC ("Granite Bay"), Phillips Road 160 Investors Limited Partnership ("Phillips 160"), Phillip Road Land, LLC ("Phillip Land"), J & KD Enterprises, LLC ("J & KD"), Soule Investments, LLC ("Soule"), Bennett West Roseville, LLC ("Bennett West"), DeCou West Roseville, LLC ("DeCou West"), Blue Oaks-Roseville, LP (Blue Oaks – Roseville"), and Chau-Hsiung Chuang, Yueh-Jing Chuang, Felix Chuang, and Mark Chuang (collectively "Chuang") (collectively "Predecessors In Interest") and City entered into a Development Agreement (the "Development Agreement") which was recorded in the Official Records of Placer County on November 28, 2012 as Document No. 2012-0113752.

Phillips 160 assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034779; Phillip Land, J & KD, and Soule assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034780; Bennett West and DeCou West assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034781; Blue Oaks – Roseville LP assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034782; and Chuang assigned the

Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated December 11, 2018 and recorded March 13, 2019 as Document 2019-0015249. Anthem substituted itself as Developer pursuant to that certain Memorandum of Agreement which was recorded on July 5, 2019 as Document No. 2019-0046532.

Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. City and Predecessors In Interest entered into the Development Agreement relative to development of the Creekview Specific Plan (“Specific Plan”, “CSP”, or “Plan Area”), as such is more precisely defined in Exhibits “A” and “B” of the Development Agreement (the “Property”).

C. This Amendment amends the Development Agreement. It affects the Property as described on Exhibits “A” and “B” attached to the Development Agreement, and shall run with the land.

D. Concurrent with its consideration of this Amendment, City is processing a General Plan Amendment (Resolution No. \_\_\_\_\_), Specific Plan Amendment (Resolution No. \_\_\_\_\_), Rezone (Ordinance No. \_\_\_\_\_), Large Lot Tentative Subdivision Map (PL18-0190) and Small Lot Tentative Subdivision Map (PL18-0190) for purposes of redesignating, rezoning, and subdividing the Property. City and Landowner wish to enter into this Amendment to provide consistency with these land use approvals.

E. The Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. TABLE OF CONTENTS. The following entry is deleted from the Table of Contents:

“1.3.5 Substitution of New Development Entity as Developer”

b. REVISED RECITAL B. The last sentence of Recital B is revised to read as follows:

“Landowner owns the Property.”

c. REVISED RECITAL C. Recital C is revised in its entirety to read as follows:

“C. Landowner and Developer Parties. For purposes of this Agreement, the terms “Developer” and “Landowner” are interchangeable and shall mean Anthem (including any subsidiaries or affiliates). Anthem intends to develop or oversee development of the Property in accordance with the terms and provisions of this Agreement and the Entitlements.”

d. REVISED RECITAL L. Recital L is revised in its entirety to read as follows:

“The Property was annexed to City, effective April 25, 2013, and is located within the City’s municipal boundary.”

e. REVISED SECTION 1.2. Section 1.2 is revised in its entirety to read as follows:

“1.2 Binding Covenants. Upon satisfaction of the conditions to recordation of the Agreement set forth in Section 1.3.1 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Landowner represents that all parties holding legal or equitable interests in the Property shall be bound by this Agreement in the manner provided herein. Landowners are shown in Exhibit “D”.”

f. DELETED SECTION 1.3.5. Section 1.3.5 (Substitution of New Development Entity as Developer) is deleted in its entirety.

g. REVISED SECTION 2.2. The summary table of Section 2.2 (Vested Entitlements) is revised as follows:

“Low Density Residential	951 units on 182.8 Net Acres;
Medium Density Residential	513 units on 51.2 Net Acres;
High Density Residential	547 units on 17.7 Net Acres;
Community Commercial	9.2 Net Acres;
Open Space	136.9 Net Acres;
Park	16.3 Net Acres;
Elementary School	7.0 Net Acres;
Electric Substation	0.9 Net Acres;
Well Site	0.5 Net Acres;
Lift Station	0.6 Net Acres;
Solid Waste Recycling Center	0.6 Net Acres;
Right of Way	37.7 Net Acres;”

h. REVISED SECTION 2.6.1. The table in Section 2.6.1 is revised as follows:

Parcel	Total Units in Parcel	Middle Income Purchase Units
C-20	75	10
C-22	105	20
C-25	62	10

i. REVISED SECTION 2.6.2.1. The table and text in Section 2.6.2.1 are revised as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
C-42	136	80	40	40
C-43	116	81	41	40
Total	252	161	81	80

“Such units shall be distributed throughout the Parcel.”

- j. NEW SECTION 2.6.2.2. Section 2.6.2.2 is replaced in its entirety to read as follows:

“2.6.2.2 Required Agreements. Prior to the issuance of a building permit for the applicable Affordable Parcel(s), the parties shall enter into City’s then current form of Affordable Rental Housing Agreement (or other applicable City-approved form) for such residential rental units affordable to low income and very low income households, which shall identify the obligation to produce and deliver the applicable number of rental units affordable to very low or low income households to be provided by such Affordable Parcel. The term of the Agreement shall require the affordable units to be rented only to qualified affordable households for a period of fifty-five (55) years, commencing on the date of issuance of a certificate of occupancy for each affordable unit. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee.”

- k. REVISED SECTION 2.6.2.3. Section 2.6.2.3 is revised in its entirety to read as follows:

“2.6.2.3 No City Subsidies. Developer agrees to provide all of the affordable rental units without any subsidy from the City.”

- l. RENUMBERED SECTION 2.6.2.4. Previous Section 2.6.2.2 (Transfer/Satisfaction of Obligation) is renumbered as Section 2.6.2.4. No revisions are made to text.

- m. RENUMBERED SECTION 2.6.2.5. Previous Section 2.6.2.4 (Community Facilities Districts) is renumbered as Section 2.6.2.5. No revisions are made to text.

- n. REVISED SECTION 2.8. The first sentence in Section 2.8 is revised in its entirety to read as follows:

“By entering into this Agreement, Developer shall not be obligated to develop all or any portion of the Property.”

- o. REVISED SECTION 3.3. The first, second and third paragraphs of Section 3.3 (excluding the bullet points) (Project Phasing) are revised in their entirety to read as follows:

“3.3 Project Phasing. It is anticipated that there will be a single master developer of the CSP. Developer, or its successor(s) in interest, as master developer of the CSP, shall develop and construct the infrastructure necessary to serve the Project in Phases A through F substantially consistent with the Phasing Plan set forth in Exhibit "G" attached hereto. Grading and infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments.

City and Developer intend for the CSP to be mass graded in the initial phase, with substantial volumes of earthen material moved from north of to south of Pleasant Grove Creek. Such mass grading is necessary to balance the material within the CSP and to avoid import or export of fill material (see Section 3.22).

In the event that the conceptual phases as shown in Exhibit “G” are proposed, or are modified or altered, or that smaller “sub-phases” are proposed within the identified Phases A thru F, the following criteria will be used to establish the conditions and requirements for that portion of work:”

p. REVISED SECTION 3.3, Recycled Water subsection. The Recycled Water subsection of Section 3.3 is revised in its entirety to read as follows:

- “Recycled Water – One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until and including the issuance of the 923<sup>th</sup> building permit within the CSP or such later time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time, the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled water system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Three temporary potable water charging station connections to the recycled water system shall be allowed among phases A-F. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadway construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director.”

q. REVISED SECTION 3.5.2(a). A new last sentence to the second paragraph of Section 3.5.2(a) is added to read as follows:

“Developer may exchange their responsibility to construct their portion of the median curbing and landscaping improvements for the construction of an equivalent portion of the CIP-reimbursable pavement.”

r. REVISED SECTION 3.5.2(b). A new last sentence to the first paragraph of Section 3.5.2(b) is added to read as follows:

“The CIP-reimbursable adjacent inside lanes and median landscape for Westbrook Boulevard from Blue Oaks Boulevard to the Pleasant Grove Creek crossing may be deferred, at the discretion of the City Engineer, until the first building permit is issued in Phase C, as shown in Exhibit “G”.”

s. REVISED SECTION 3.5.3.1. The first sentence of Section 3.5.3.1 is revised in its entirety to read as follows:

“The design and location of the bus transfer station on the west side of parcel C-70 and east side of parcel C-25 shall be determined with the Design Review Permit or the Major Project Permits for those parcels (or another Major Project Permit for the parcels).”

- t. REVISED SECTION 3.5.9. Section 3.5.9 is revised in its entirety to read as follows:

“3.5.9 Update of City Fee. Developer agrees that the Property shall be subject to and shall pay the City Traffic Mitigation Fee (“TMF”). To the extent that the Traffic Mitigation Fee adopted for the CSP is higher than that charged in the West Roseville Specific Plan Area, Developer shall pay the difference as a surcharge to future TMF obligations on a per-DUE basis for the remaining DUEs within the CSP. To the extent that the TMF adopted for the CSP is lower than that charged in the West Roseville Specific Plan Area, Developer shall receive a credit against future TMF payments until such time as the amount of the overpayment is exhausted.”

- u. REVISED SECTION 3.7.4. The last sentence of the first paragraph of Section 3.7.4 is revised in its entirety to read as follows:

“The demand for water at build-out of the Project was determined by reference to the City’s current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Creekview Specific Plan Water Conservation Plan as shown in Exhibit “S”, which includes a reduction in water use by 18.3% over business-as-usual factors.”

- v. REVISED SECTION 3.7.4. The fourth sentence of the third paragraph of Section 3.7.4 is revised in its entirety to read as follows:

“In the event, however, that the City adopts a city-wide requirement for reduced water use by more than 18.3% of current potable water usage and the built portion of the CSP has met its 18.3% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such city-wide requirement.”

- w. REVISED SECTION 3.9. The last sentence of the third paragraph of Section 3.9 is revised in its entirety to read as follows:

“Payment from the CFD will not be required until after the 923rd building permit as outlined in Section 3.3 herein.”

- x. REVISED SECTION 3.10.5. The third paragraph of Section 3.10.5 is revised in its entirety to read as follows:

“Material excavated within the CSP shall remain within the CSP and material excavated within the AJWA property for construction of the improvements shall be placed as engineered fill on the Property as shown in Exhibit “BB”.”

- y. REVISED SECTION 3.11.3. Section 3.11.3 is revised in its entirety to read as follows:

“Electric Substation. The Developer shall, prior to the issuance of the 923rd residential building permit or any combination of building permits within the CSP as set forth below, dedicate to City a 0.90 buildable acre site (parcel C-81) net of easements, wetlands, riparian corridors and required setbacks for use as an electrical substation, as

shown on Exhibit "CC". The substation site shall not be encumbered by any easements or any other use constraints, except as approved by the Electric Utility Director. At Developer's expense, the substation shall be dedicated in fee, free and clear of all wetlands.

Developer shall, as set forth below, and at Developer's expense, provide the substation site graded and compacted to within six inches (6") of final grade as approved by the Electric Utility Director and consistent with the City's grading ordinance, and where retaining walls are required, provide the retaining wall with split face key stone style or comparable quality / design to be installed by Developer. The Developer shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radii, shall be the width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road and shall have a structural section consisting of lime treated sub grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's engineering group before it is constructed. In addition to the temporary access road, Developer shall complete the finished grading of the power line corridor ~~from the property boundary on the east to the substation site to Pleasant Grove Creek~~ as shown on Exhibit "CC". This grading will facilitate the installation of the final alignment of the 60KV overhead line that will serve the future substation in the CSP. The power line corridor will be graded to within 6" of final grade and will include a minimum of 6" aggregate base to serve as a temporary access road to the pole line installation. Any easements, access and dedications required to facilitate the installation of this pole line will also be provided by Developer. Developer shall grant a temporary easement for the temporary electric access road and dedicate the substation within the CSP as set forth below.

Provided that Developer provides an access road, power line corridor, temporary easements and substation site as defined above prior to the issuance of the 924<sup>th</sup> residential building permit, the City shall not restrict the issuance of any additional building permits on the basis of insufficient electrical service capacity for the balance of the Project. Should the Developer fail to provide the required sites and access by the 924<sup>th</sup> permit, Developer will only be allowed up to 923 permits, or DUE equivalents or any combination of building permits within the CSP that the City determines, in its sole discretion, is the equivalent to building permits for 923 single family residential detached units. Delays by Developer in dedicating the substation site and power line corridor will result in delays in the availability of power until such time as the substation is fully operational with the ability to serve the remainder of the CSP.

City shall construct the electric substation and all other tenant improvements on parcel C-81 at the time when needed to serve the development of the Plan Area provided the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation."

- z. REVISED SECTION 3.12. The first paragraph of Section 3.12 is revised in its entirety to read as follows:

“Developer shall dedicate to City a total of 16.3 acres of active park land and 136.9 acres of open space lands, pay fees for construction of city-wide park, park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit “DD”.”

aa. REVISED SECTION 3.12.1. Section 3.12.1 is revised in its entirety to read as follows:

“3.12.1 Park and Open Space Dedications. Developer shall dedicate to City a total of 16.3 acres of active neighborhood parkland and 136.9 acres of open space. The following four park parcels, and five open space parcels shall be dedicated to City as described below and shown in Exhibit "DD":

1. A 7.4-acre, more or less, portion of the Property for the purposes of a public park, shown as parcel C-60;
2. A 4.8-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-61;
3. A 1.5-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-62;
4. A 2.5-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-63;
5. A 36.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50;
6. A 35.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51;
7. A 15.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52;
8. A 25.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-53; and
9. A 24.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks),

wetland habitat and open space, and open space linkages shown as parcel C-54.”

Developer shall dedicate to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD) any park lands and open space parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands and open space parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel and parcel grading, are substantially complete and the City is prepared to improve and maintain the site per Section 3.3.1 above. In the event Developer uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), Developer shall, prior to acceptance by City, restore the site to an acceptable rough graded condition and as approved as a part of the Project’s rough grading plan. The final pad elevations shall be certified by a licensed civil engineer with deviations no greater than .10 feet. In the case where fill material is required to reclaim the site, fill shall be placed in engineered lifts. Developer shall submit a soils analysis report of the fill material to be used to the Parks, Recreation & Libraries Department for review and approval prior to placement of material. Prior to dedicating any open space parcels to City, Developer shall work with City to ensure City has complete and permanent access to such open space parcels for maintenance and emergency response purposes.”

bb. REVISED SECTION 3.12.4. The first sentence of Section 3.12.4 is revised in its entirety to read as follows:

“Developer shall pay the City-Wide Park and Bike Trail Fee at time of building permit.”

cc. REVISED SECTION 3.12.8. Subsections 1 through 5 of Section 3.12.8 are revised in their entirety to read as follows:

- “1. A 36.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50;
2. A 35.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51;
3. A 15.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52;
4. A 25.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-53; and
5. A 24.6-acre, more or less, portion of the Property for the purposes of drainage,

flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-54.”

dd. REVISED SECTION 3.14.2.1. Section 3.14.2.1 is revised in its entirety to read as follows:

“3.14.2.1 City Public Facilities Fee. Developer shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) at time of building permit.”

ee. REVISED SECTION 3.14.3. Section 3.14.3 is revised in its entirety to read as follows:

“3.14.3 Public Benefit Fee. As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Developer shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280. The Public Benefit Fee for each high density residential unit shall be \$845. Developer shall pay the Public Benefit Fee at time of building permit.”

ff. REVISED SECTION 3.17.1.2(f). Section 3.17.1.2(f) is revised in its entirety to read as follows:

“(f) Developer may utilize the Statewide Community Infrastructure Program (“SCIP”) or the Bond Opportunities for Land Development (“BOLD”) program for any eligible impact fee.”

gg. REVISED SECTION 3.17.1.2(i). Section 3.17.1.2(i) is revised in its entirety to read as follows:

“(i) Bond proceeds from bond sales commencing in the year 31 timeframe shall, subject to SPRTA agreeing to the deferral of the SPRTA Tier II Traffic Fee, include an amount no greater than fifty percent (50%) of the SPRTA Tier II Traffic Fee, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, that would normally be paid at time of building permits for low, medium and high density residential dwelling units. The SPRTA Tier II Traffic Fee deferral is subject to SPRTA review and approval and may be revised or discontinued by SPRTA if deemed appropriate as specified in the Tier 2 Development Fee Program and amendments.

Notwithstanding any provision in this Agreement to the contrary, any amount exceeding fifty percent (50%) of the SPRTA Tier II Traffic Fee, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the Project. Notwithstanding any other provision in this Agreement to the contrary, the SPRTA Tier II Traffic Fee required by City for non-residential development shall be collected upon issuance of building permit commencing with the first applicable building permit.”

hh. REVISED Section 3.17.1.2, NEW SUBSECTION 3.17.1.2(j). Subsection (j) is added to Section 3.17.1.2 in its entirety to read as follows:

“(j) If a Project CFD(s) is formed, then, where adjustments (increases or reductions) in the number of allocated residential units or non-residential acreage involve transfer of residential units or non-residential acreage from one Large Lot parcel to another Large Lot parcel in the Project, City may, in its sole discretion, allow for the transfer of assigned special tax from one Large Lot parcel to another, but only if (i) all such proposed special tax adjustments are agreed to in writing by the affected Large Lot parcel owners and City’s Chief Financial Officer, and (ii) there is no reduction in the CFD maximum special tax revenue as a result of the transfer between Large Lot parcels. Should such a transfer of special taxes from Large Lot parcel to another Large Lot parcel result in an amendment to attachments 1 or 2 of the notice of special tax lien for the CFD(s), the Large Lot parcel owner requesting the transfer of special taxes shall bear the cost to affect the transfer in the CFD documents, and that property owner shall prepare the required amendments to the notice of special tax lien, including amendments to attachments 1 and 2 thereto.”

ii. REVISED SECTION 3.23, NEW SUBSECTIONS 18 and 19. Subsections 18 and 19 are added to Section 3.23 in their entirety to read as follows:

“18. Livestock grazing may occur within the open space preserve areas.

19. Every residential unit is equipped with a recirculating hot water system, or similar technology to provide instantaneous hot water at each hot water faucet.”

jj. REVISED SECTION 3.25.A. The third paragraph of Section 3.25.A is revised in its entirety to read as follows:

“Any reimbursement payment required pursuant to this Section 3.25 shall be due and payable to the WRSP developers, unless otherwise stated herein, upon the earlier of recordation of the first final small lot residential subdivision map, or issuance of the first building permit for a high density residential (“HDR”) or non-residential project, on that large lot parcel.”

kk. REVISED ARTICLE 10. The notice to landowner section, including the nine addresses that follow, and the notice to developer and address are deleted in their entirety and replaced with the following:

“Notice required to be given to Landowner and Developer shall be addressed as follows:

Anthem United Creekview Developments Limited Partnership  
Attn: Brian Moore  
3001 Douglas Boulevard, Suite 200  
Roseville, CA 95661”

ll. REVISED LIST OF EXHIBITS. The following entry is revised in the List of Exhibits:

- “Exhibit HH Open Space and Preserve Areas”
- “Exhibit O Wastewater Facilities – Alternate Design”

mm. EXHIBITS. The exhibits attached to the Development Agreement are proposed to be deleted and replaced by new exhibits attached to this Amendment, in the case of the following exhibits:

- Exhibit B Property Map
- Exhibit C Annexation Area/Plan Area
- Exhibit D Landowners
- Exhibit E Land Use Plan
- Exhibit F Affordable Housing Sites
- Exhibit G Phasing Plan
- Exhibit H Road Improvements
- Exhibit I Blue Oaks Boulevard Construction Obligations
- Exhibit K Traffic Signals
- Exhibit L Wagner Property Access
- Exhibit M Harris Property Access
- Exhibit N Wastewater Facilities
- Exhibit O Wastewater Facilities – Alternate Design
- Exhibit P Wastewater Facilities for Reimbursement
- Exhibit R Groundwater Well
- Exhibit T Water Facilities
- Exhibit U Water Facilities for Reimbursement
- Exhibit W Recycled Water Facilities
- Exhibit X Recycled Water Facilities for Reimbursement
- Exhibit Z Drainage Facilities
- Exhibit AA Post Development 100 Year Floodplain
- Exhibit BB Pleasant Grove Creek Bypass Channel Improvements
- Exhibit CC Electric Facilities
- Exhibit DD Parks and Open Space
- Exhibit FF Bikeway Master Plan
- Exhibit GG Pedestrian/Bicycle Crossings
- Exhibit HH Open Space and Preserve Areas
- Exhibit JJ DUE Allocation to Specific Plan Parcels for WRSP Reimbursements
- Exhibit LL Panhandle and O’Brien Properties

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Amendment of the Development Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan and the Creekview Specific Plan.
3. AMENDMENT. This Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. In the event of any conflict, the language of this Amendment shall be controlling in all events or circumstances. As amended hereby, the Development Agreement remains in full force and effect.

4. FORM OF AMENDMENT. This Amendment is executed in two duplicate originals, each of which is deemed to be an original.

**IN WITNESS WHEREOF**, the City of Roseville, a municipal corporation, has authorized of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_\_ day of \_\_\_\_\_, 2019.

*[Signatures on the following page]*

**CITY:**

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: \_\_\_\_\_  
MIKE ISOM  
Development Services Director

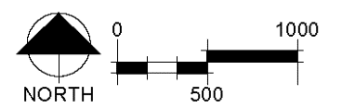
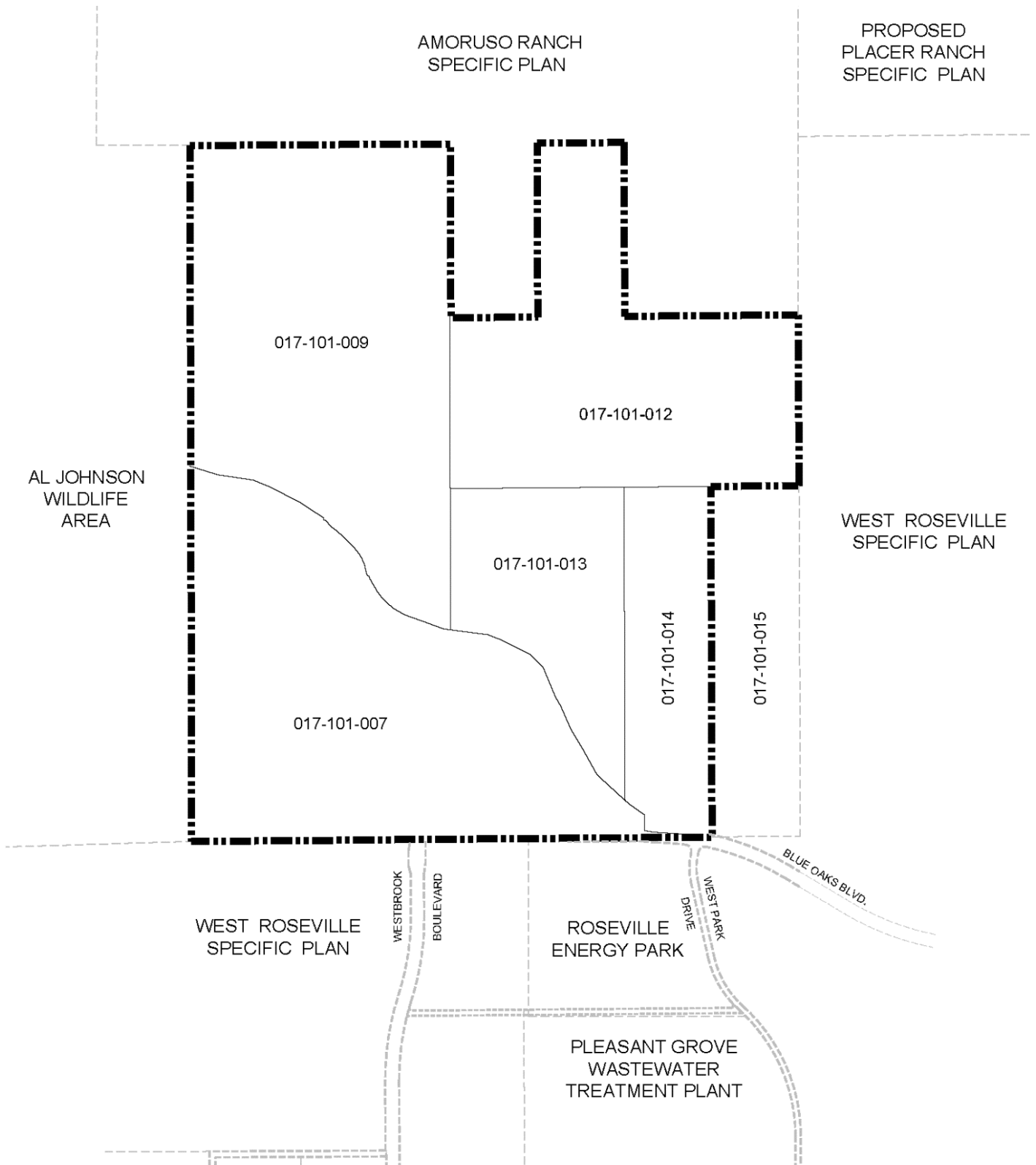
**DEVELOPER:**

ANTHEM UNITED CREEKVIEW DEVELOPMENTS  
LIMITED PARTNERSHIP,  
a Washington limited partnership

By: ANTHEM UNITED CREEKVIEW MANAGEMENT, LLC  
a Washington limited liability company  
Its General Partner

By: \_\_\_\_\_  
Brian Moore  
Its: Manager

Exhibit B  
Property Map



**Exhibit C**  
**Annexation Area/Plan Area**

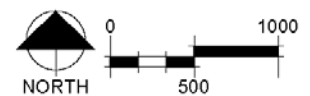
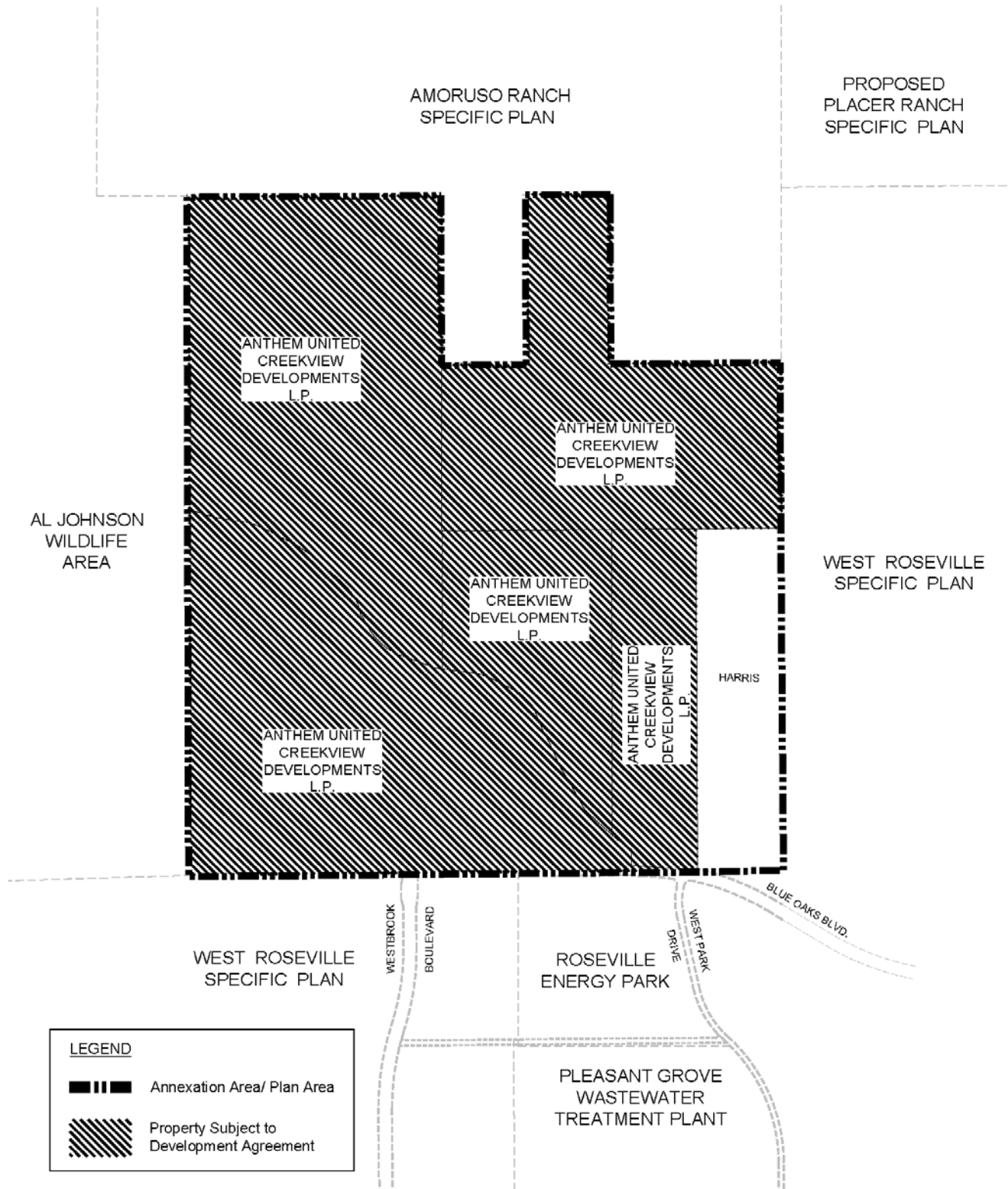


Exhibit D  
Landowners

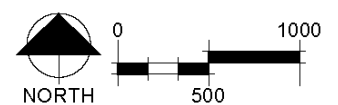
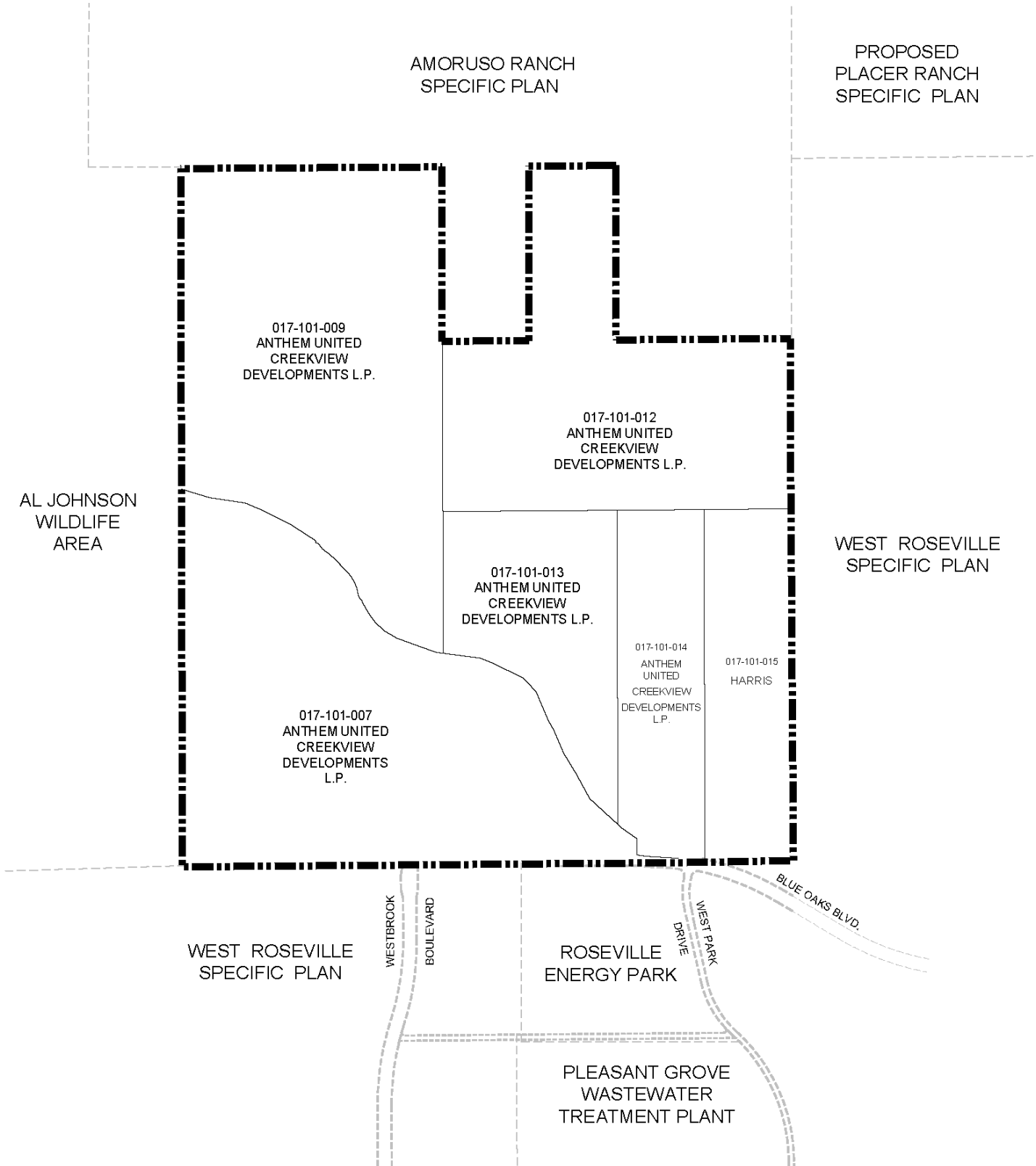
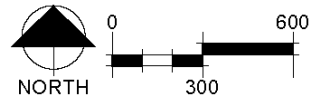
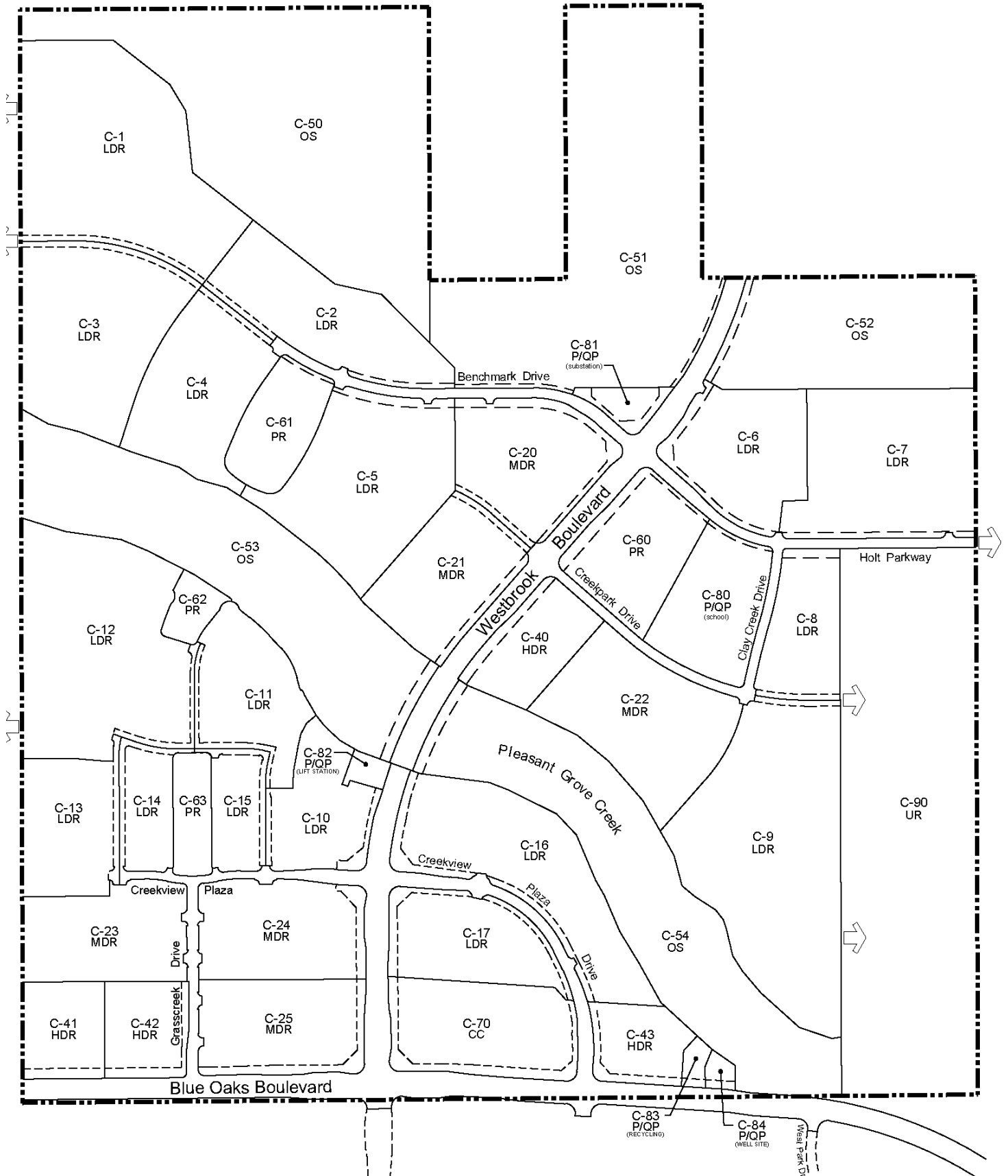
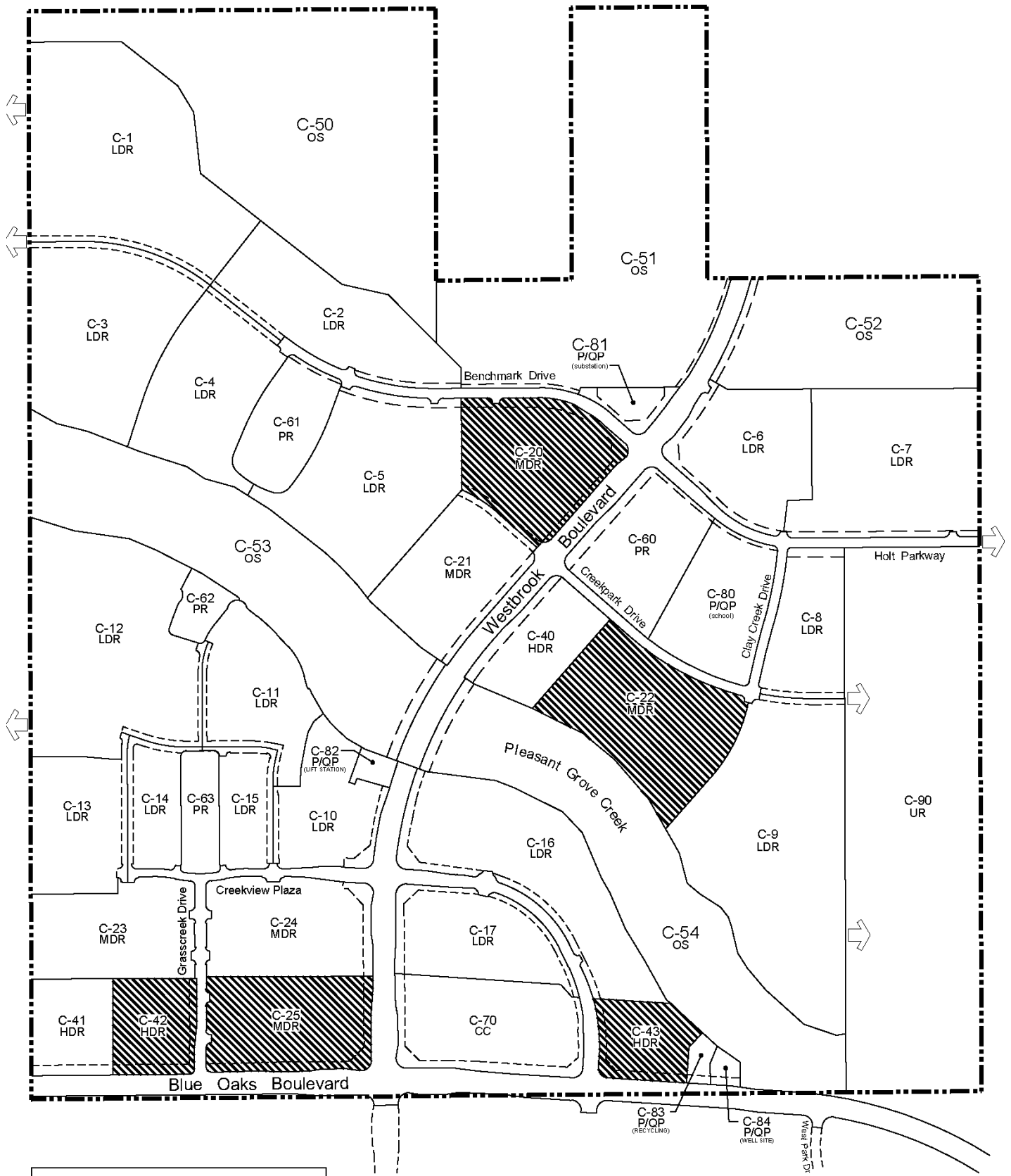



Exhibit E  
Land Use Plan

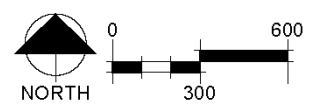


**Exhibit F**  
**Affordable Housing Sites**

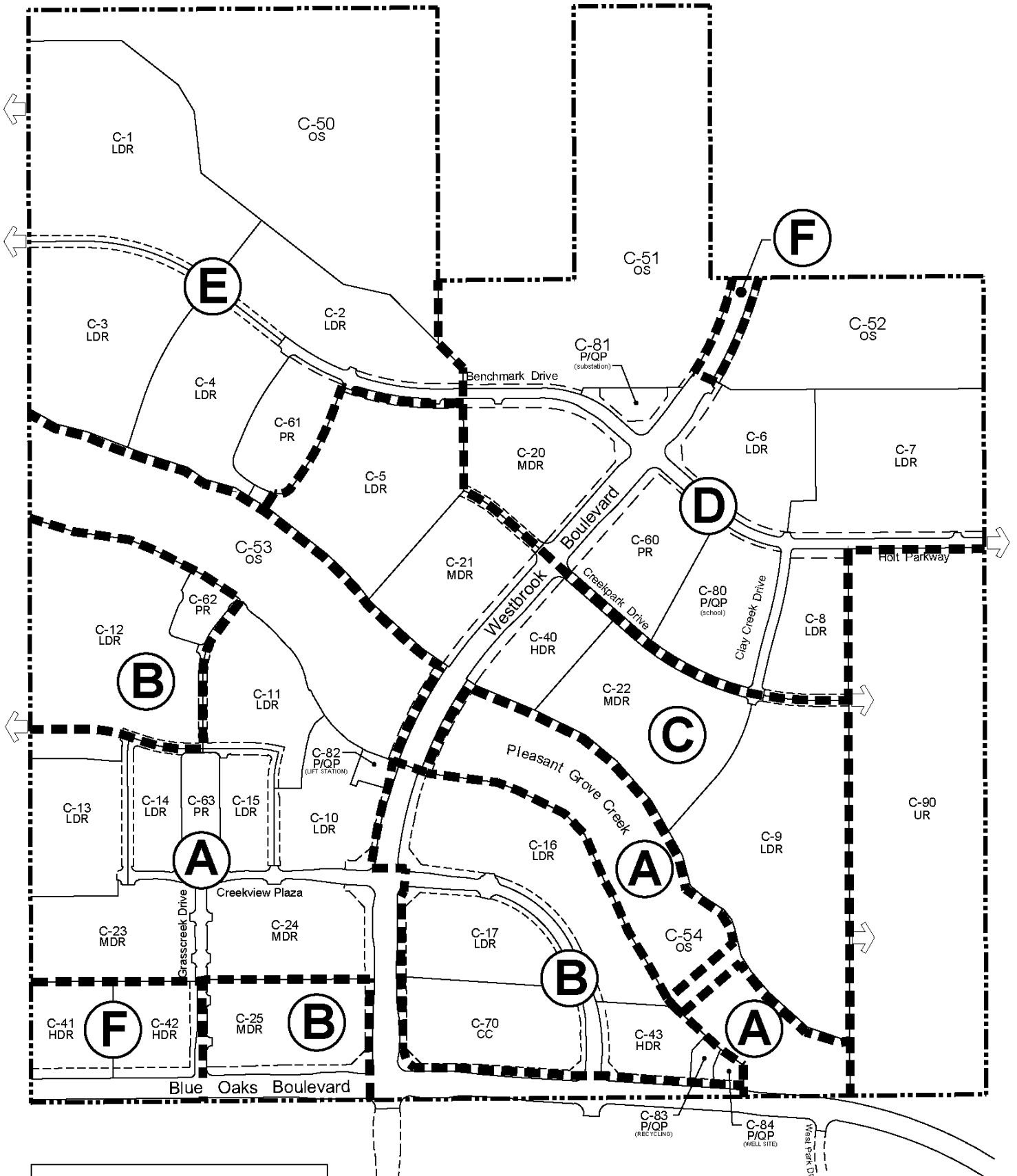


**LEGEND**

 Affordable Housing Sites

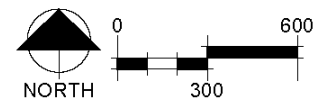


**Exhibit G**  
**Phasing Plan**

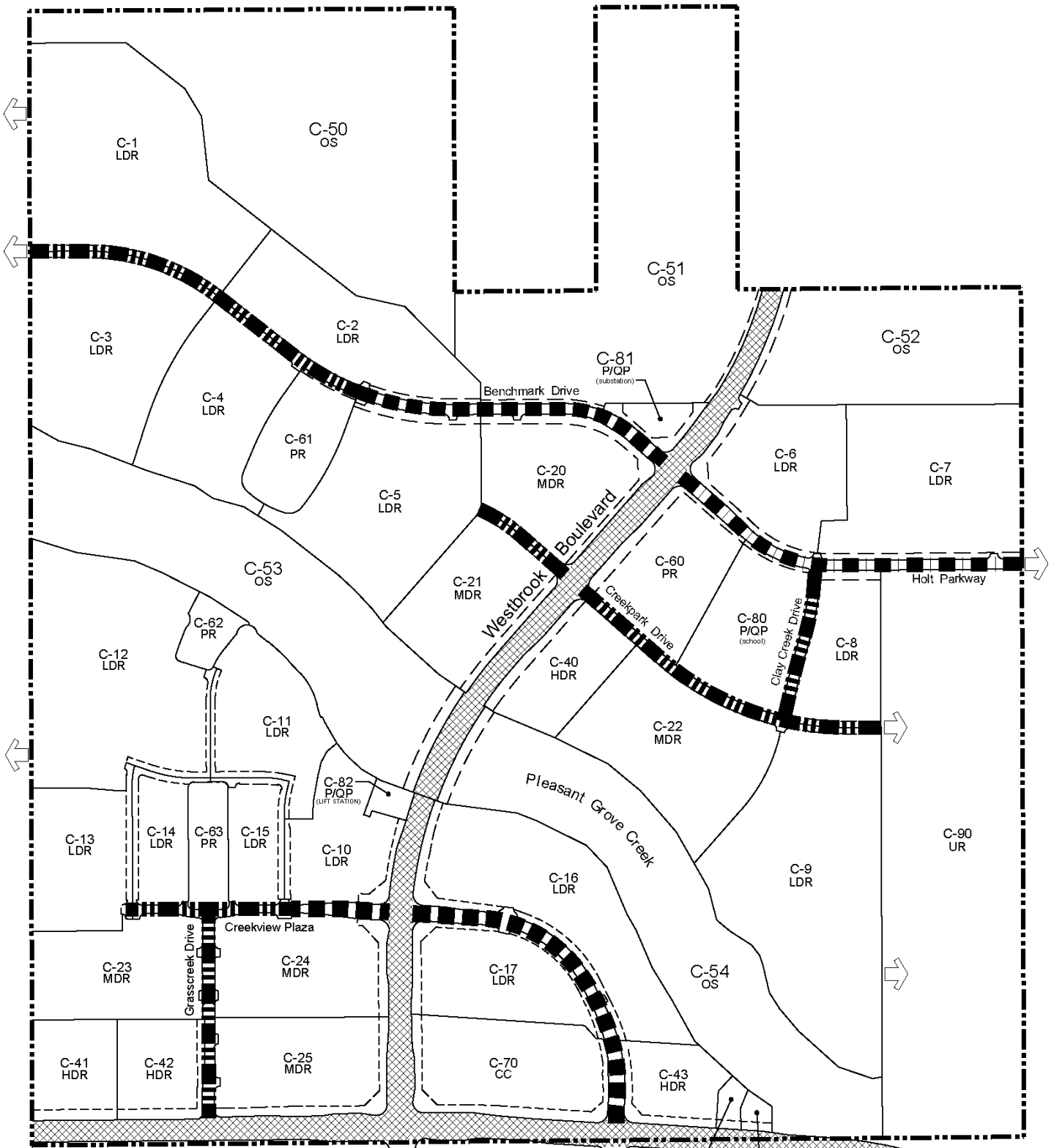


**LEGEND**





- (A)** Major Phases
- Phasing Boundaries



**Exhibit H**  
**Road Improvements**



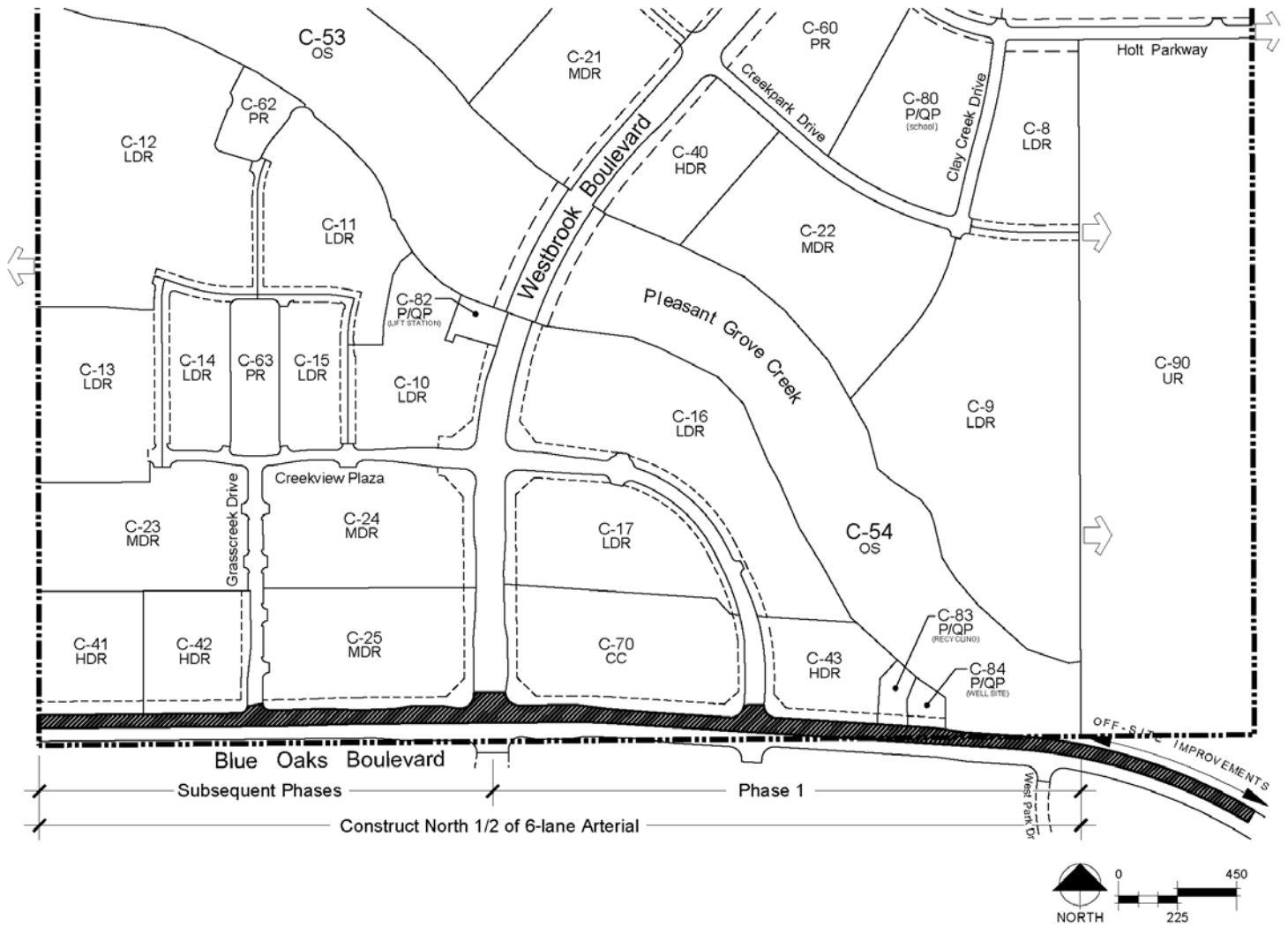
**LEGEND**

-  6 Lane Arterial
-  Modified Collector (limited access)
-  Modified Collector
-  Primary Residential

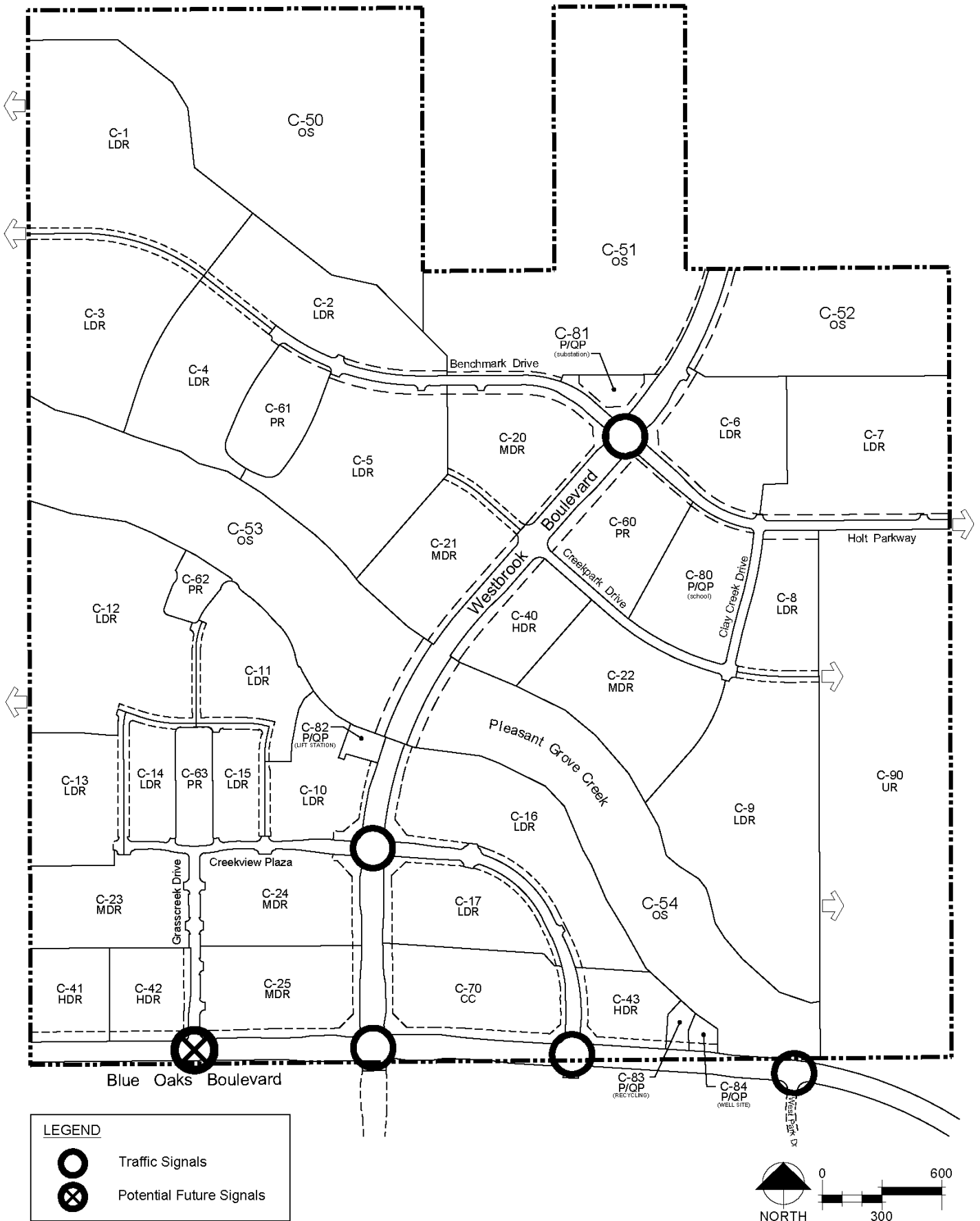


# Exhibit I

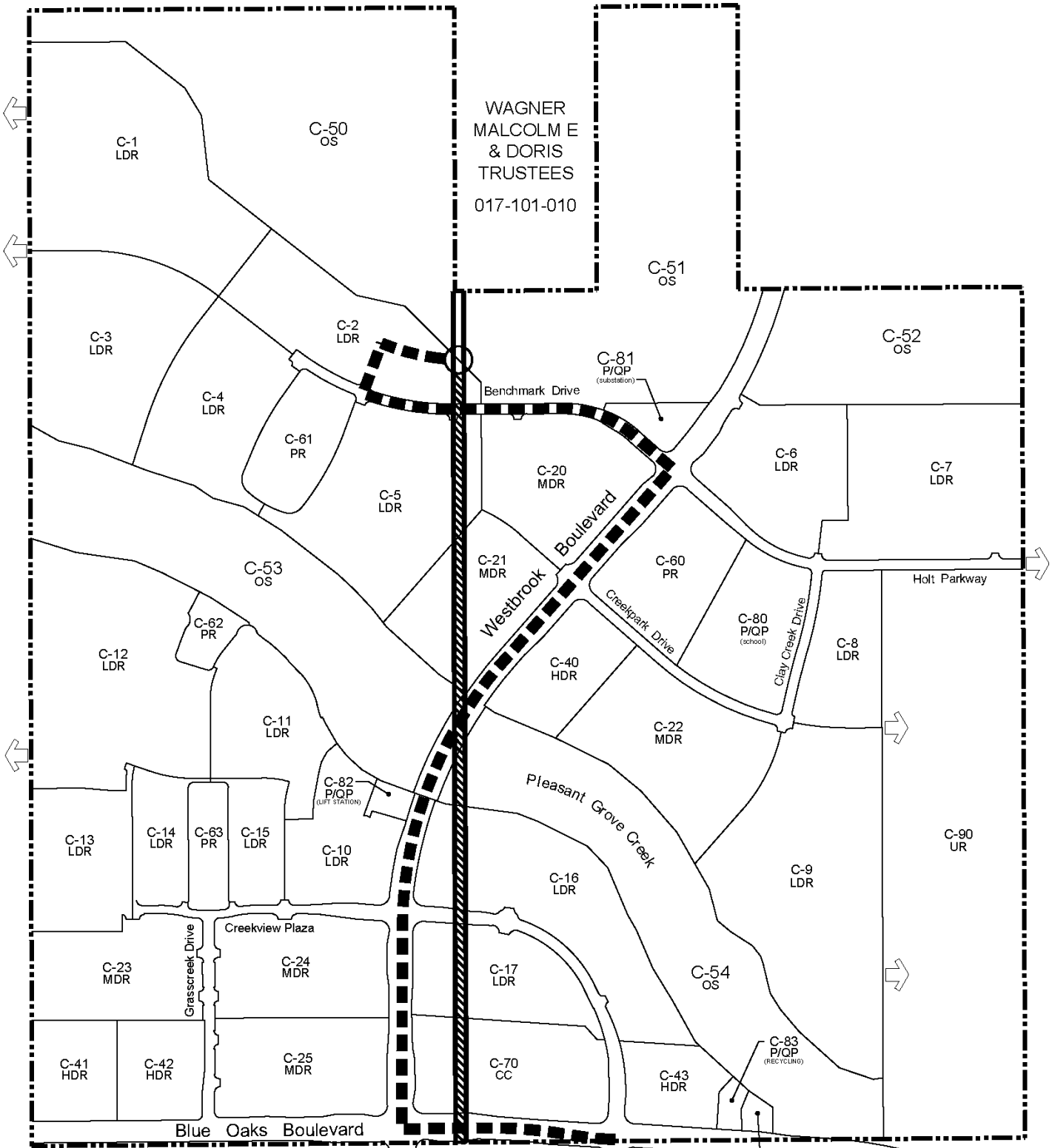
## Blue Oaks Boulevard Construction Obligations







**Exhibit K**  
**Traffic Signals**



**Exhibit L**  
**Wagner Property Access**



**LEGEND**

-  Existing 30' Exclusive Easement for Ingress, Egress, and Utility Purposes
-  Portion of Easement No Longer Needed Subsequent to Residential Street Connection
-  Ultimate Future Point of Connection to Residential Street
-  Access Route

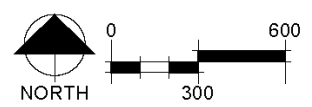
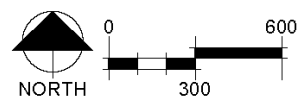
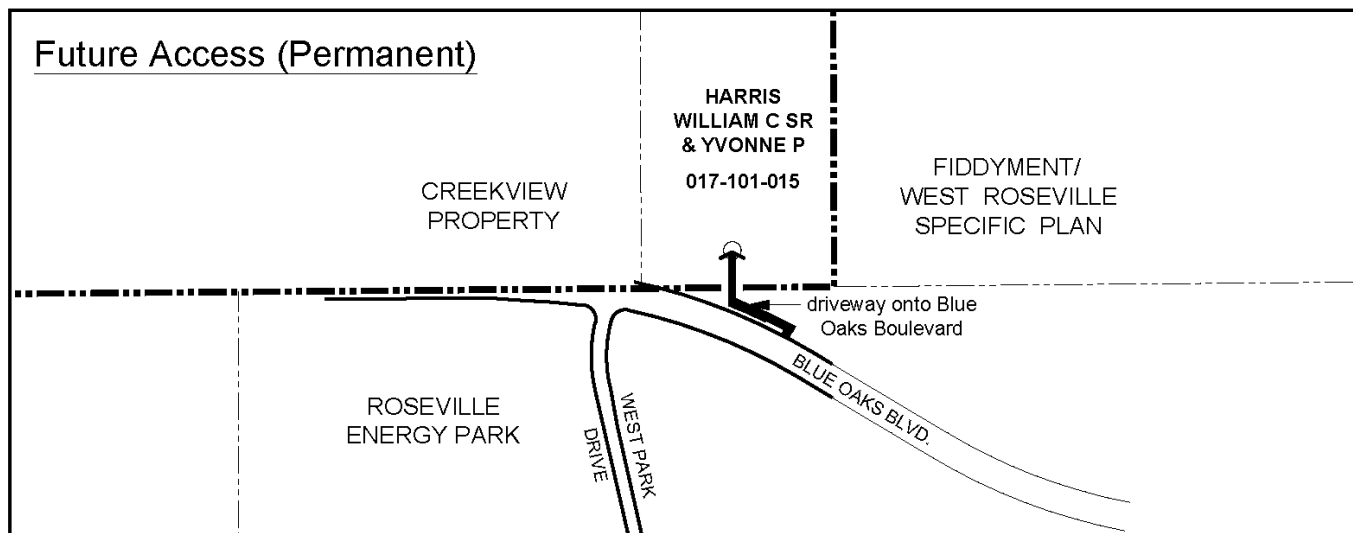
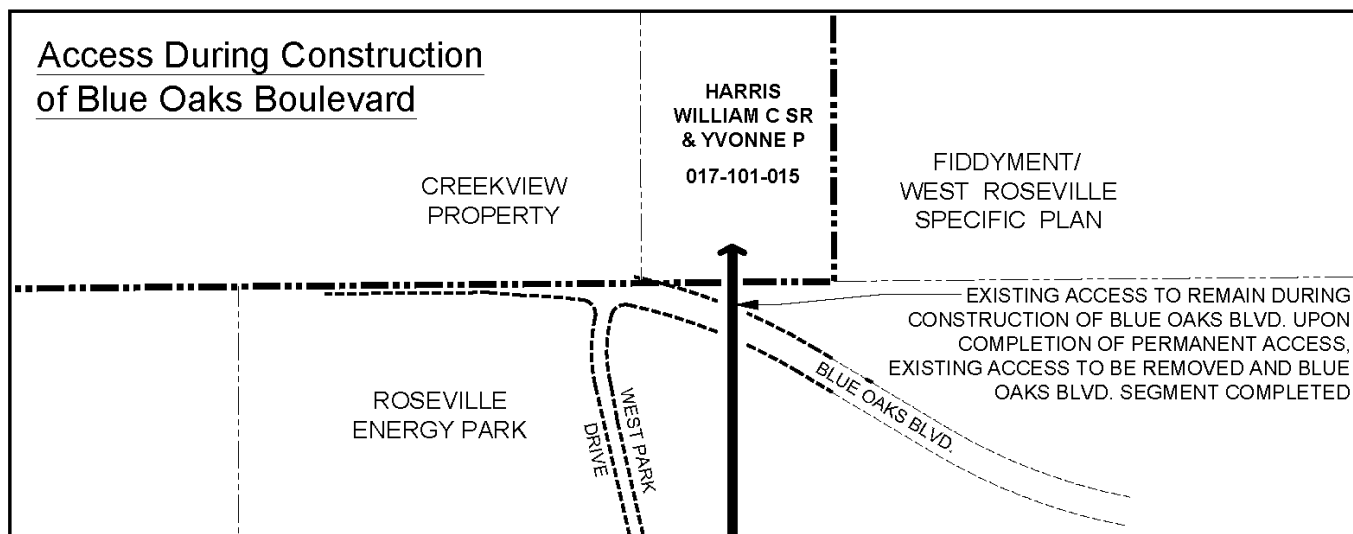
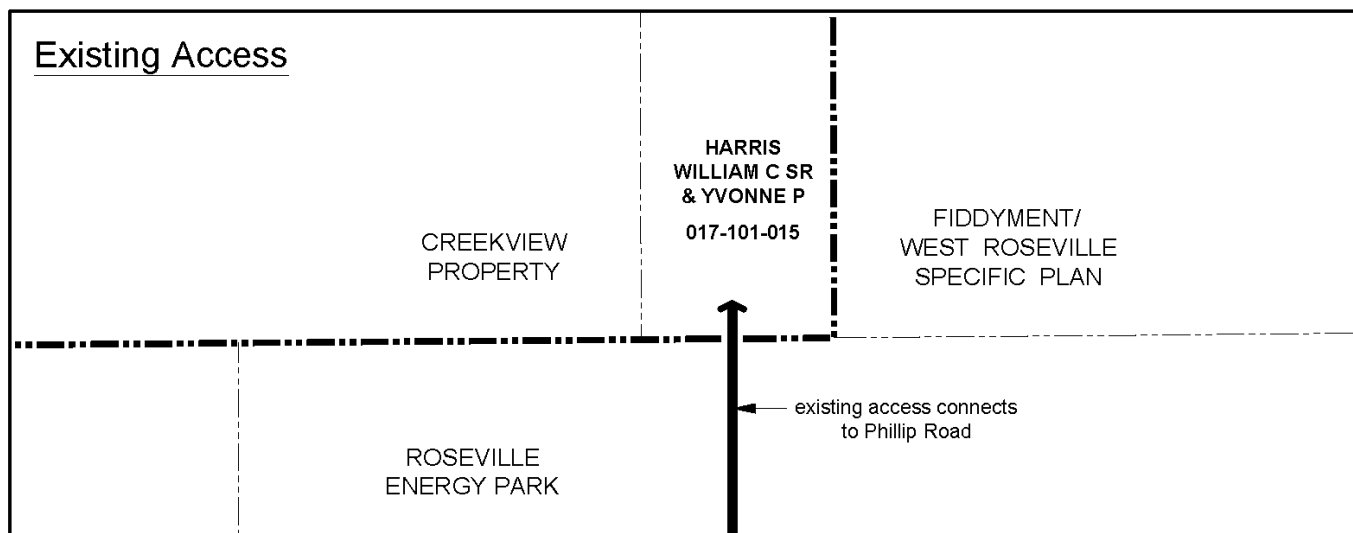
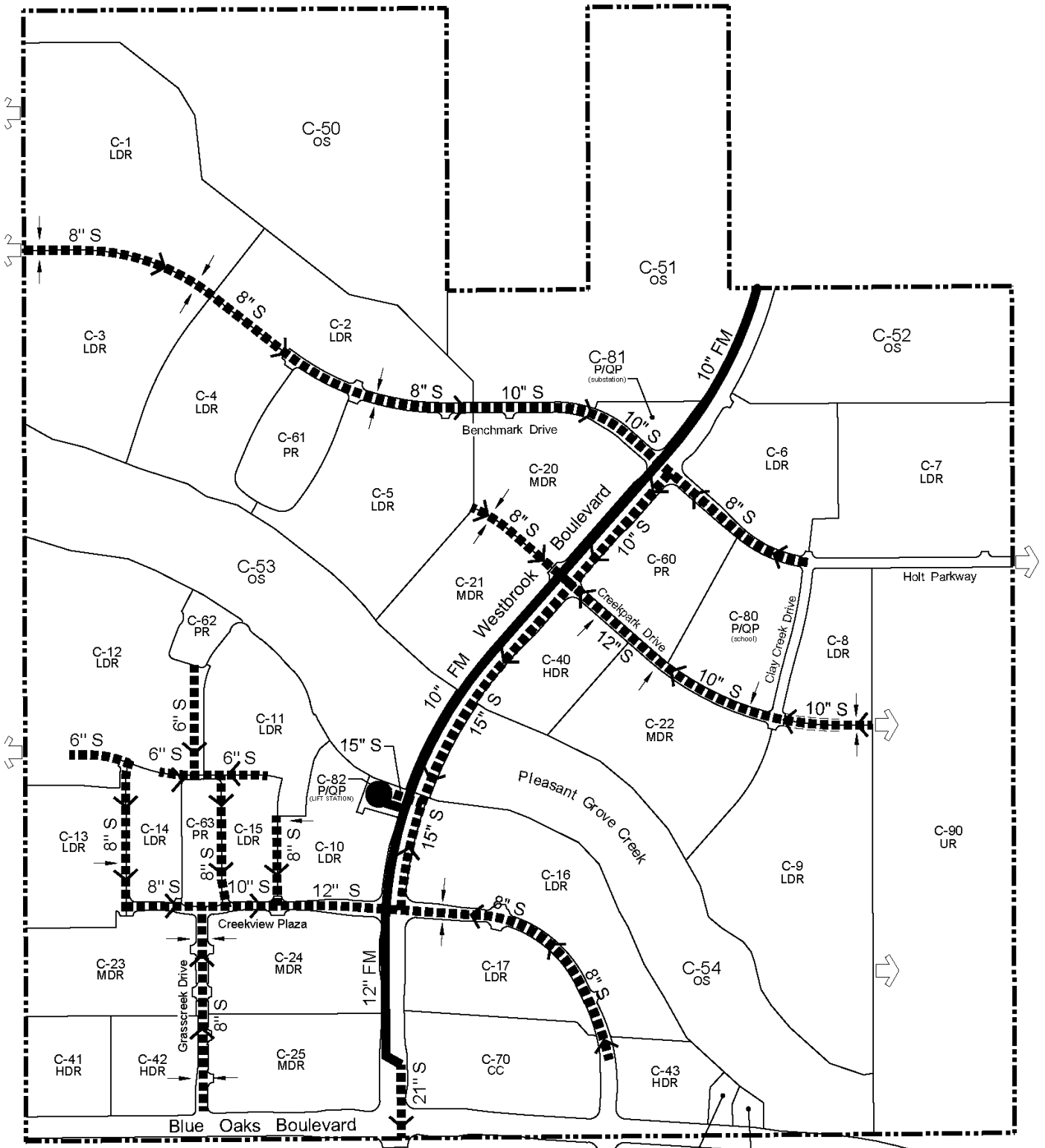






Exhibit M  
Harris Property Access



## Exhibit N Wastewater Facilities



**LEGEND**

-  Sewer Force Main
-  Sewer Trunk Line
-  Sewer Lift Station
-  Shed Flow Direction

Notes:

Sizes and locations of all utilities are conceptual and will be finalized with improvement plans.

This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections.

0 300 600


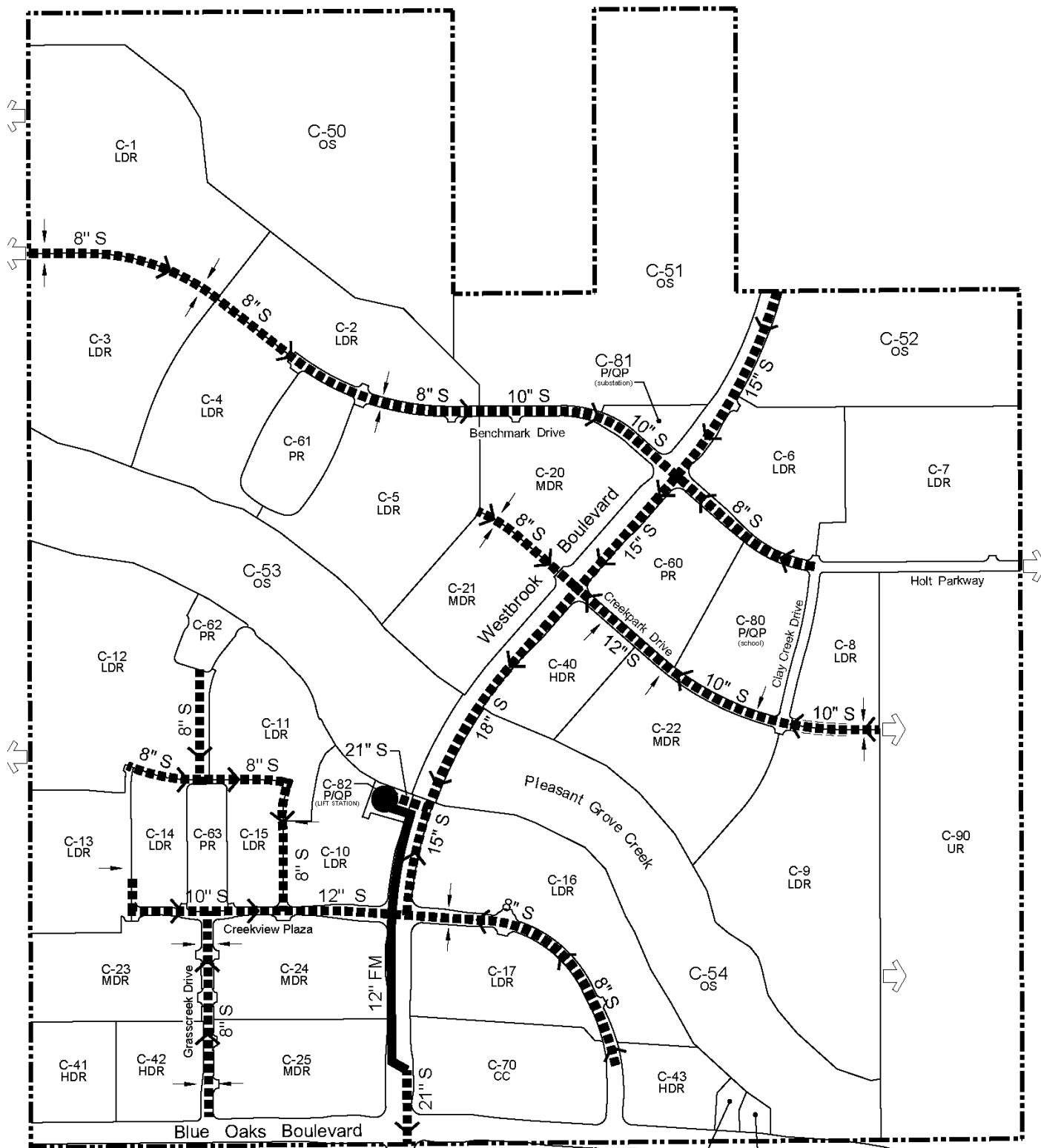




 NORTH

Exhibit O  
Wastewater Facilities – Alternate Design



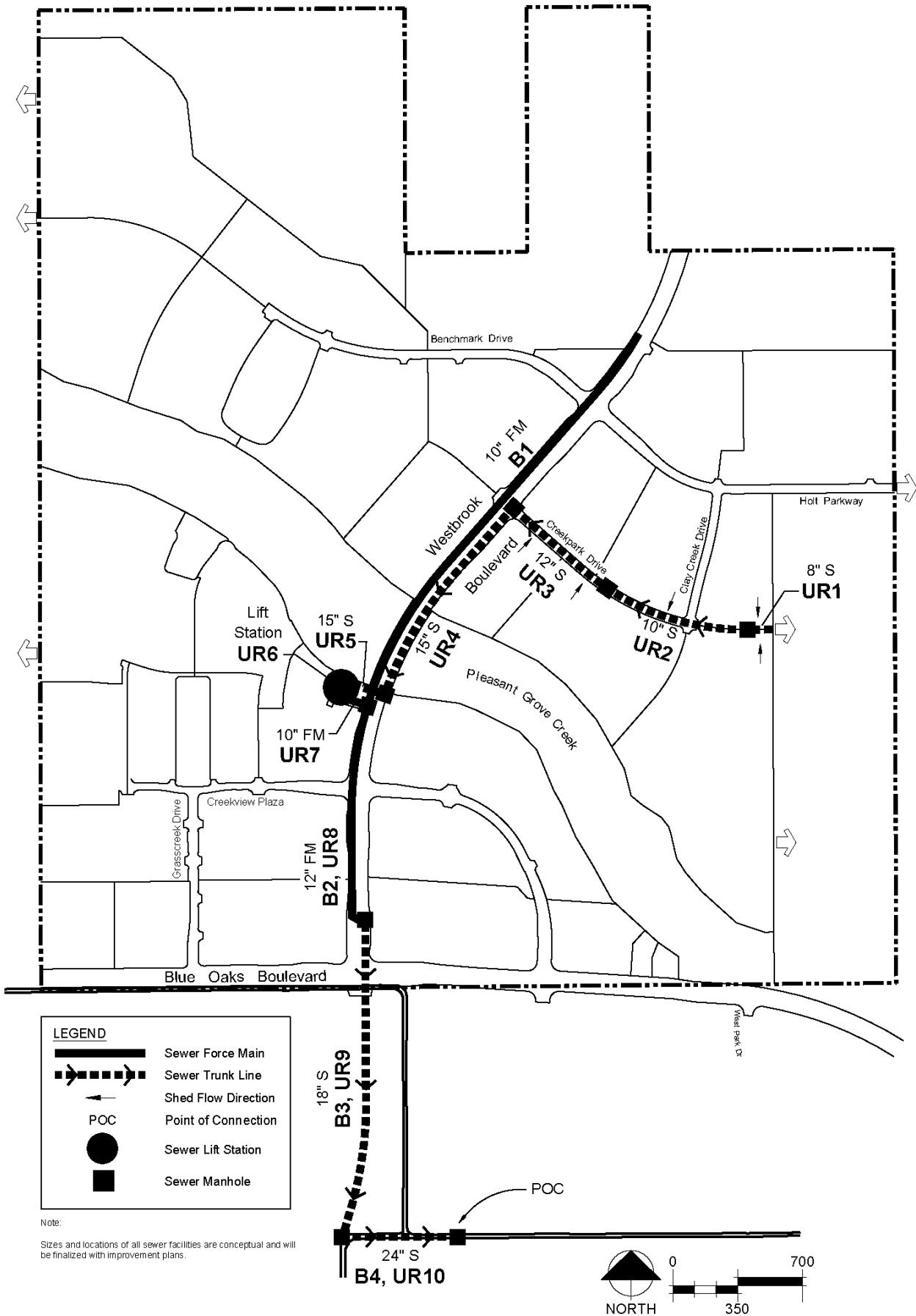
**LEGEND**

-  Sewer Force Main
-  Sewer Trunk Line
-  Sewer Lift Station
-  Shed Flow Direction

Notes:  
 Sizes and locations of all utilities are conceptual and will be finalized with improvement plans.  
 This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections.

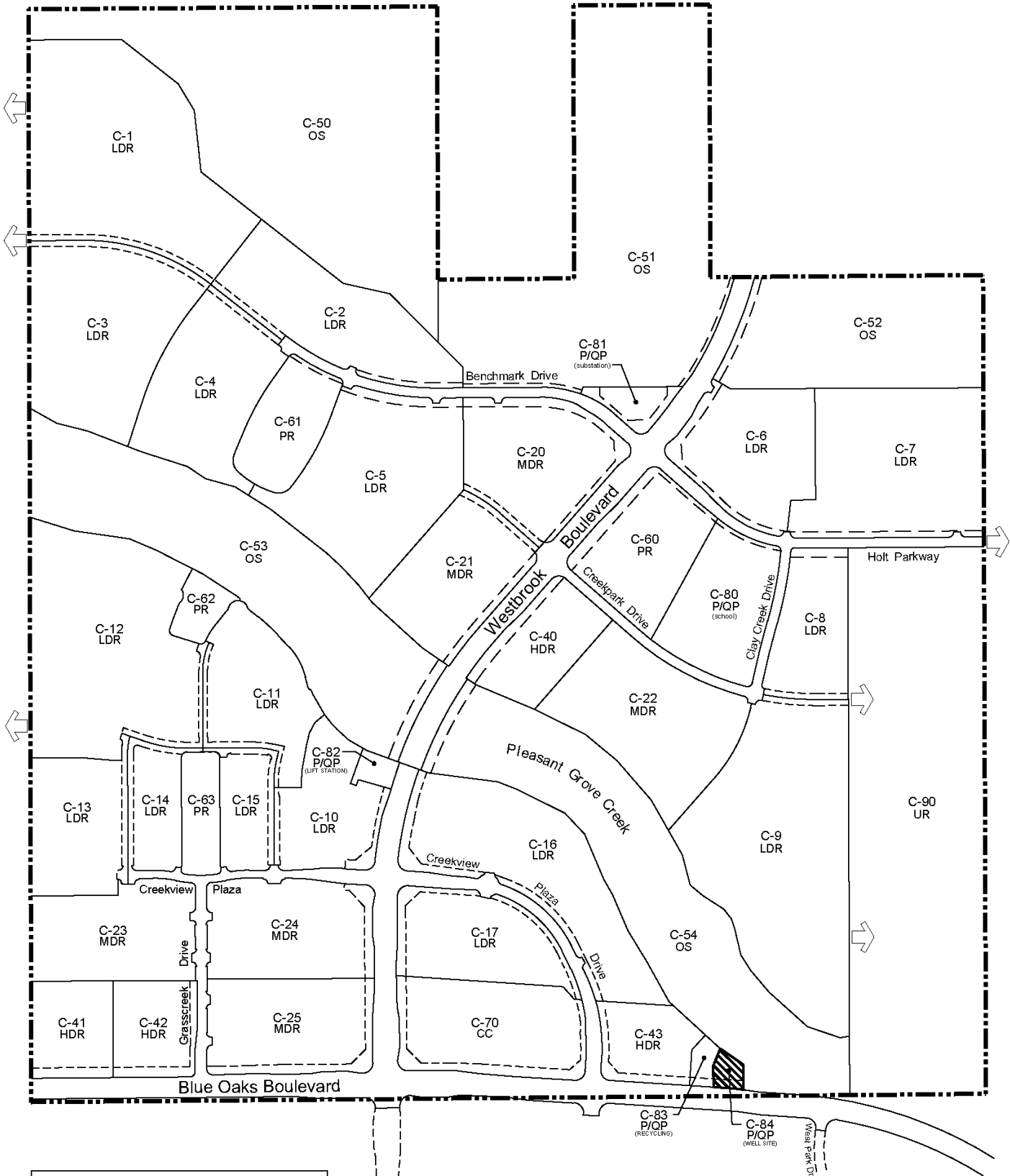


**Exhibit P**  
**Wastewater Facilities for Reimbursement**




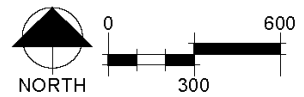
Note:  
Sizes and locations of all sewer facilities are conceptual and will be finalized with improvement plans.

# Exhibit R Groundwater Well

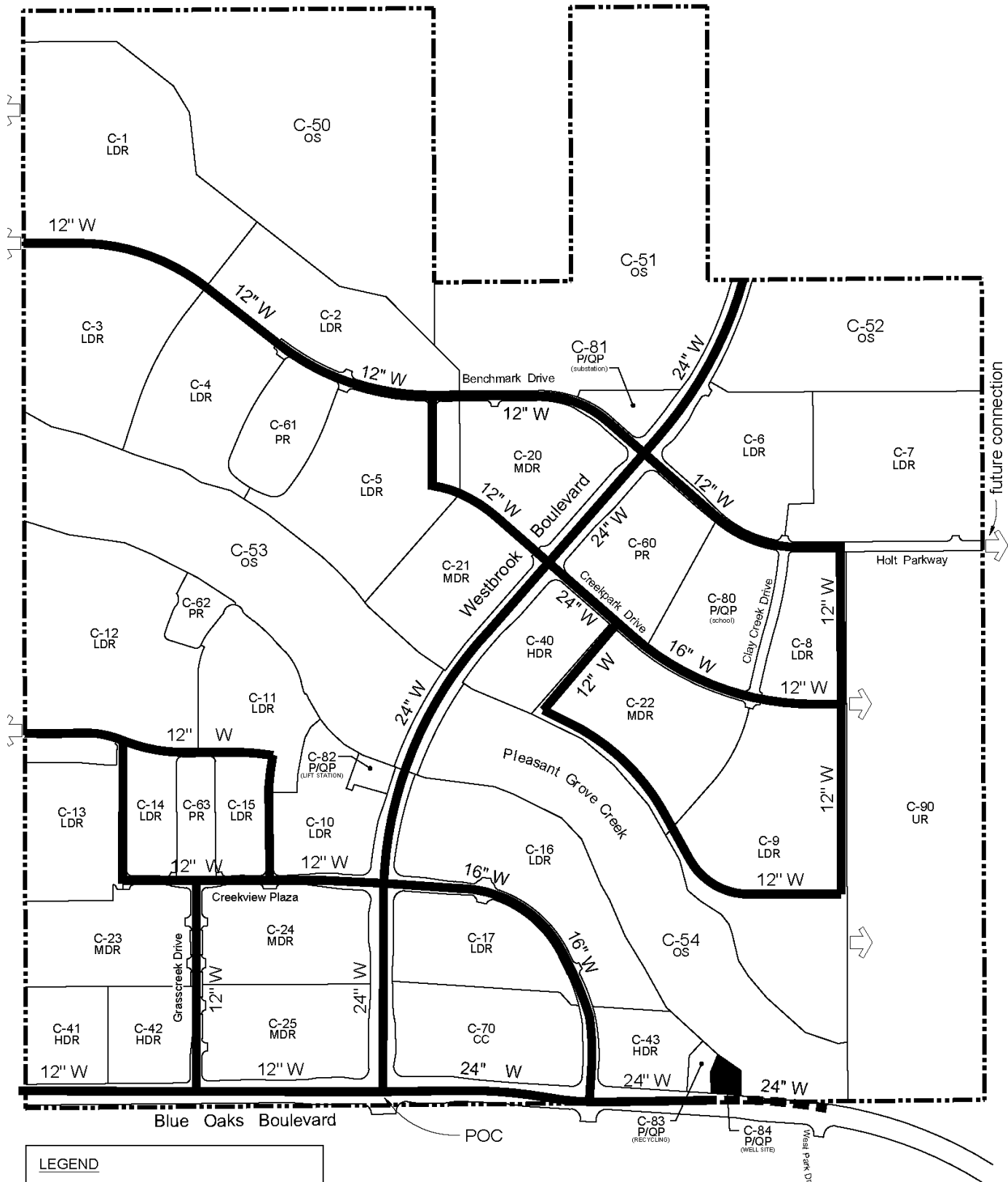


**LEGEND**

 Groundwater Well Site



**Exhibit T**  
**Water Facilities**



**LEGEND**

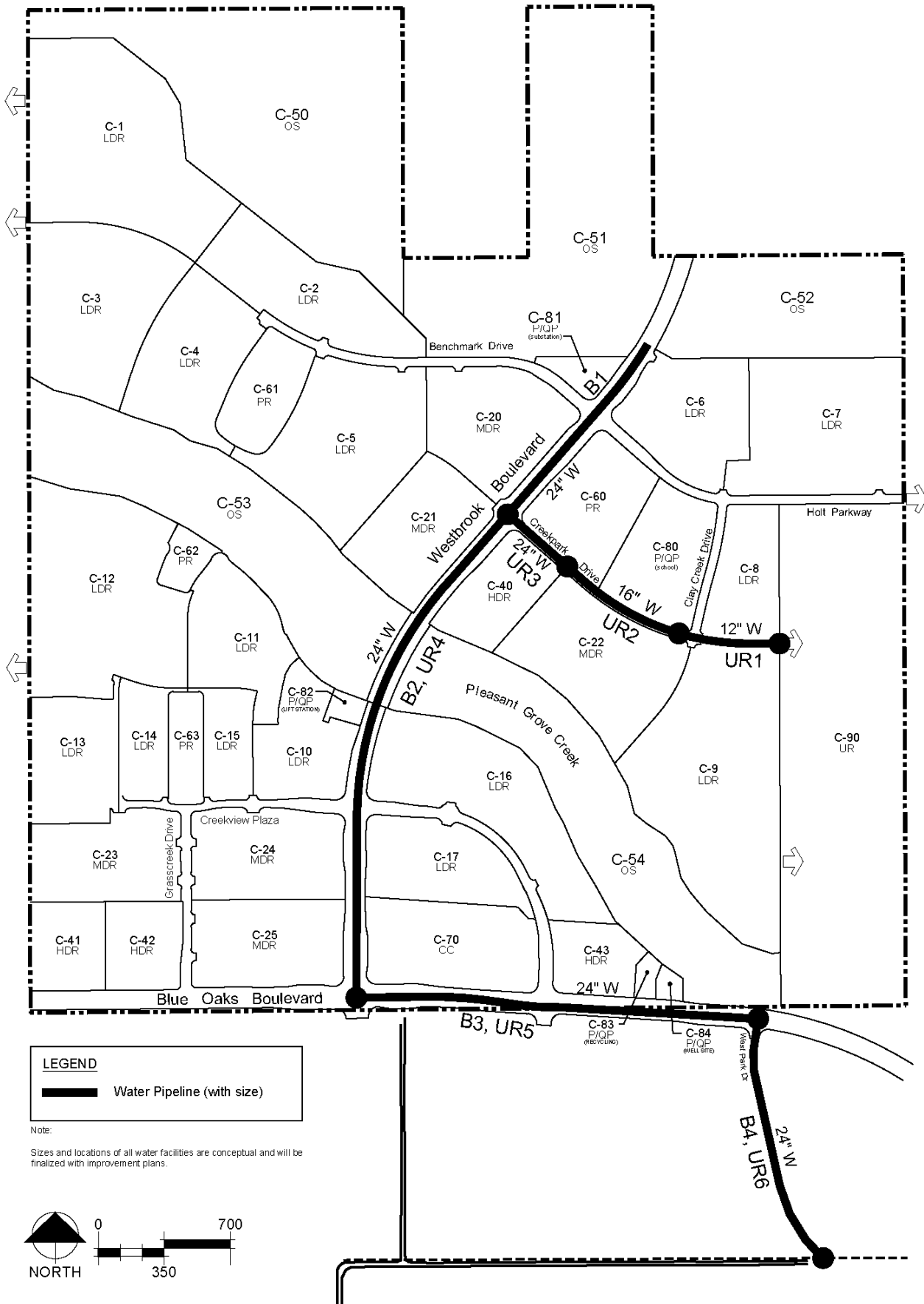
- Water Pipeline (with size)
- Existing Water Pipeline
- Groundwater Well Site
- POC Point of Connection

Notes:  
 Sizes and locations of all utilities are conceptual and will be finalized with improvement plans.  
 This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections.

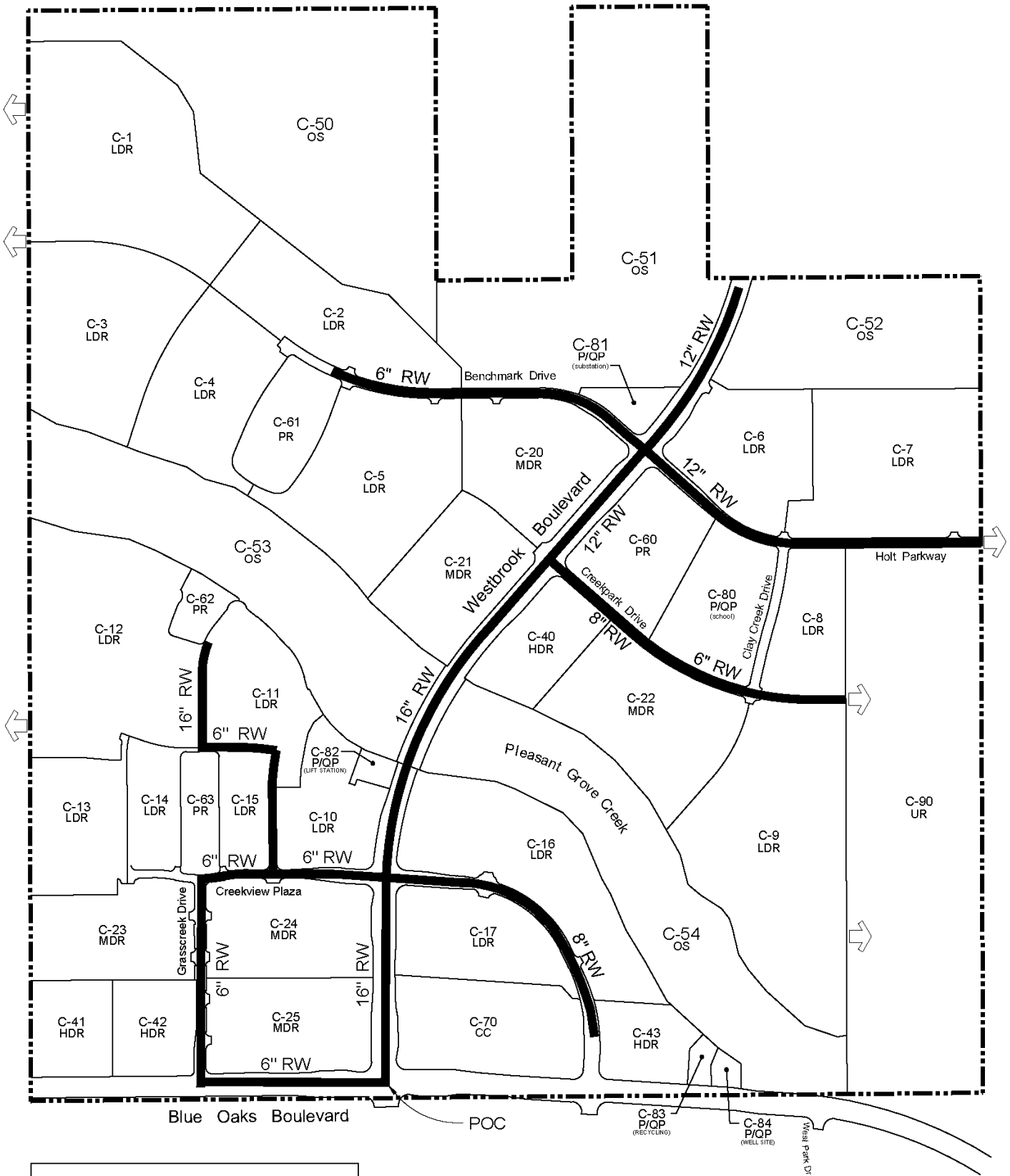


# Exhibit U

## Water Facilities for Reimbursement



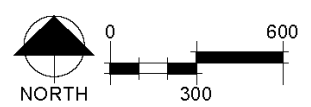
## Exhibit W Recycled Water Facilities



**LEGEND**

- Recycled Water Pipeline (with size)
- POC Point of Connection

Notes:  
 Sizes and locations of all utilities are conceptual and will be finalized with improvement plans.  
 This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections.



# Exhibit X Recycled Water Facilities for Reimbursement

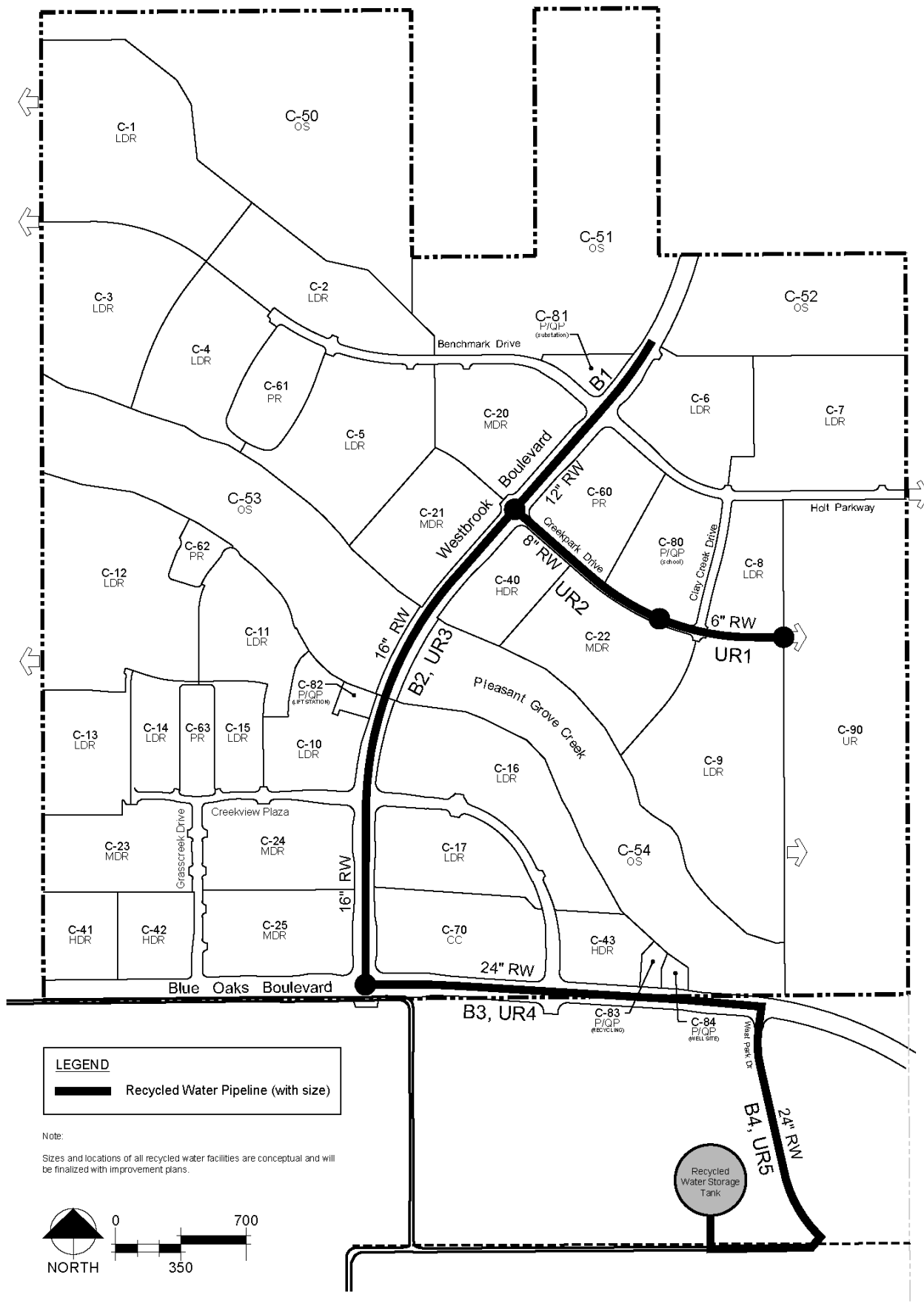
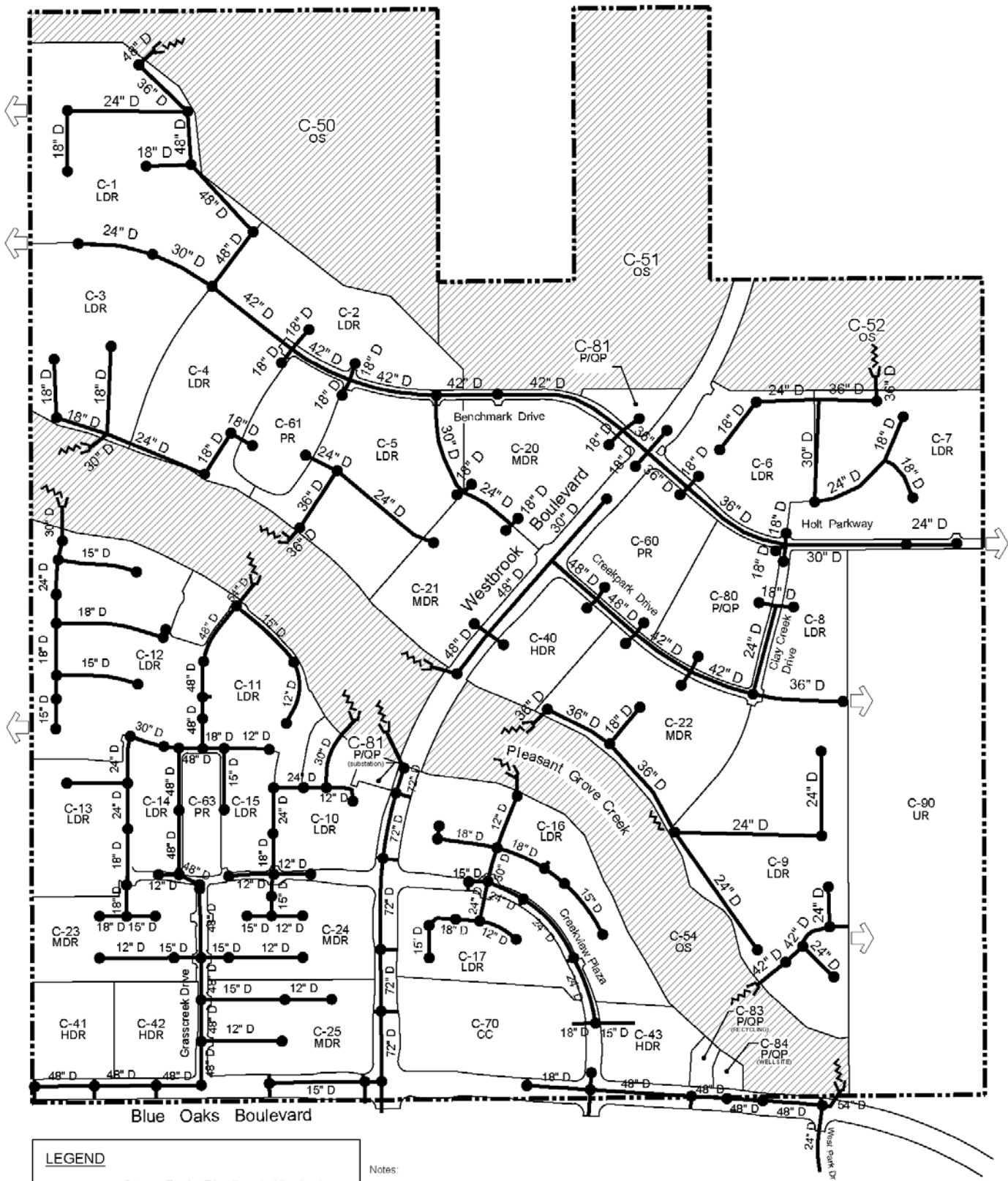


Exhibit Z  
Drainage Facilities



**LEGEND**

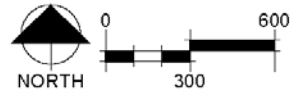
- Storm Drain Pipeline (with size)
- Storm Drain Outfall
- Open Space
- Bioswale (conceptual locations)

Notes:

Open Space boundaries contain the limits of the post-development design 100 year floodplain.

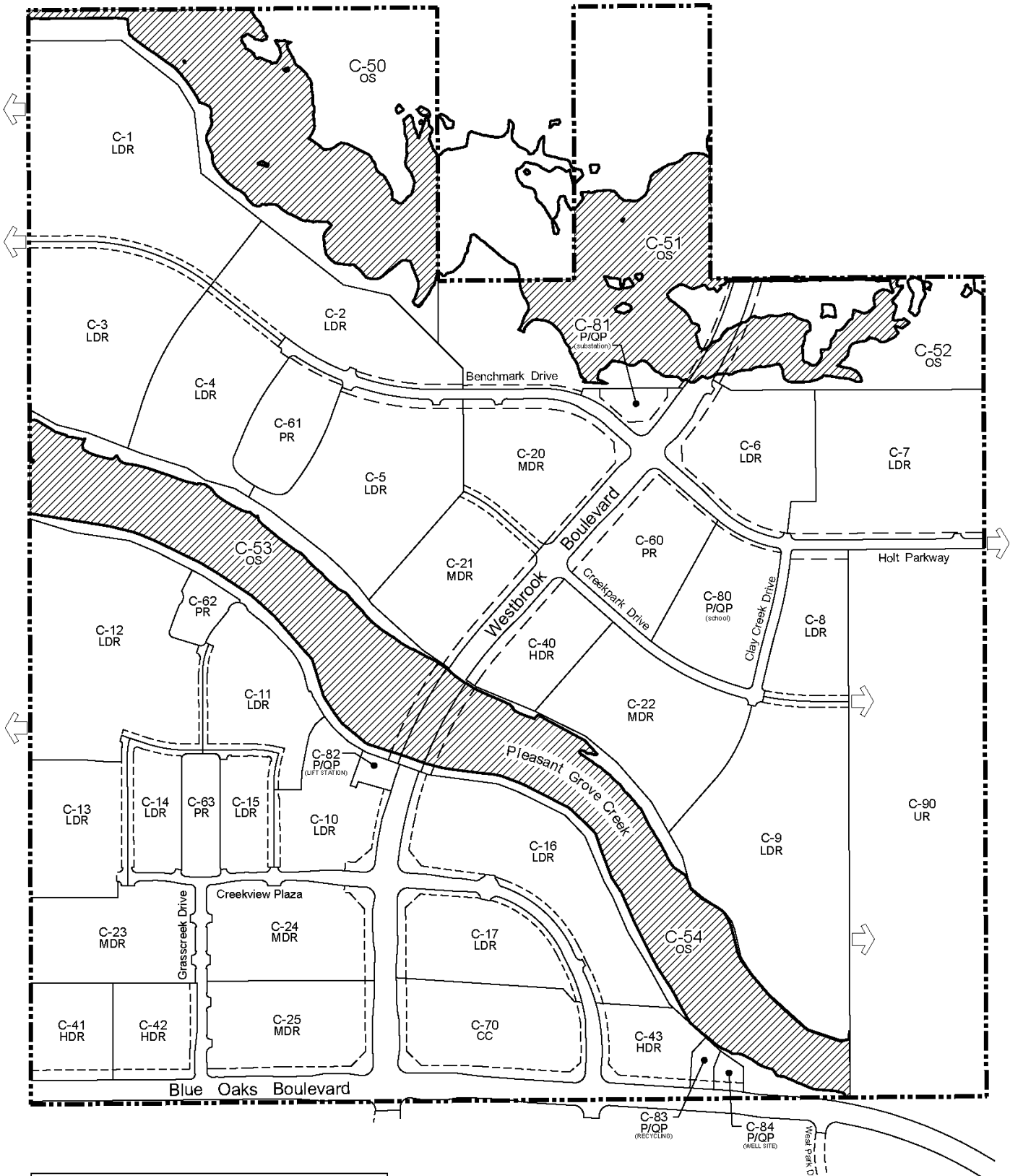
Sizes and locations of all utilities are conceptual and will be finalized with improvement plans.

This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections.




# Exhibit AA

## Post Development 100 Year Floodplain



**LEGEND**

 Post Development 100 Year Floodplain

 NORTH

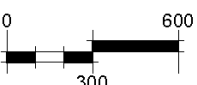
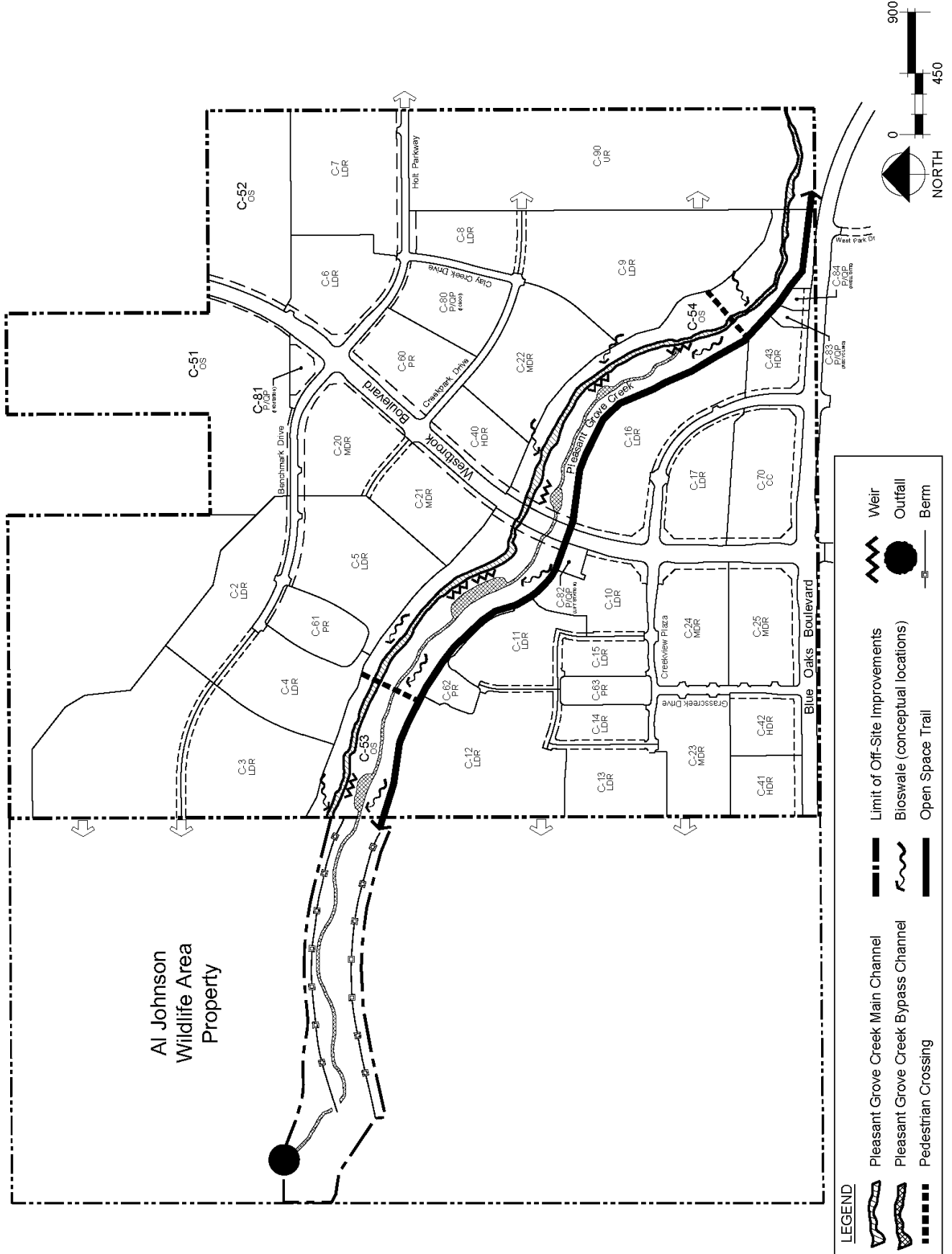
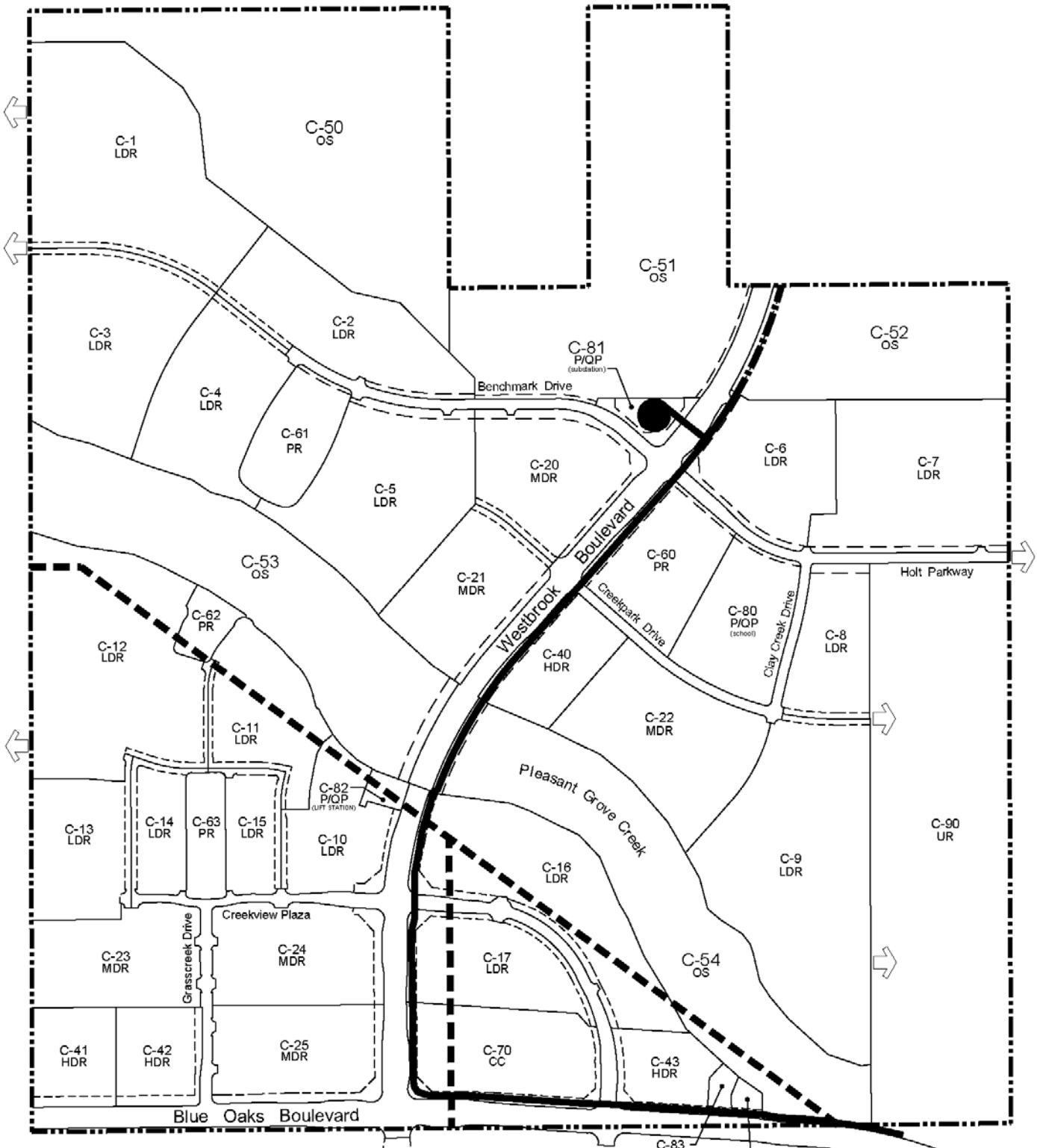
 0 300 600

Exhibit BB

Pleasant Grove Creek Bypass Channel Improvements



**Exhibit CC**  
**Electric Facilities**

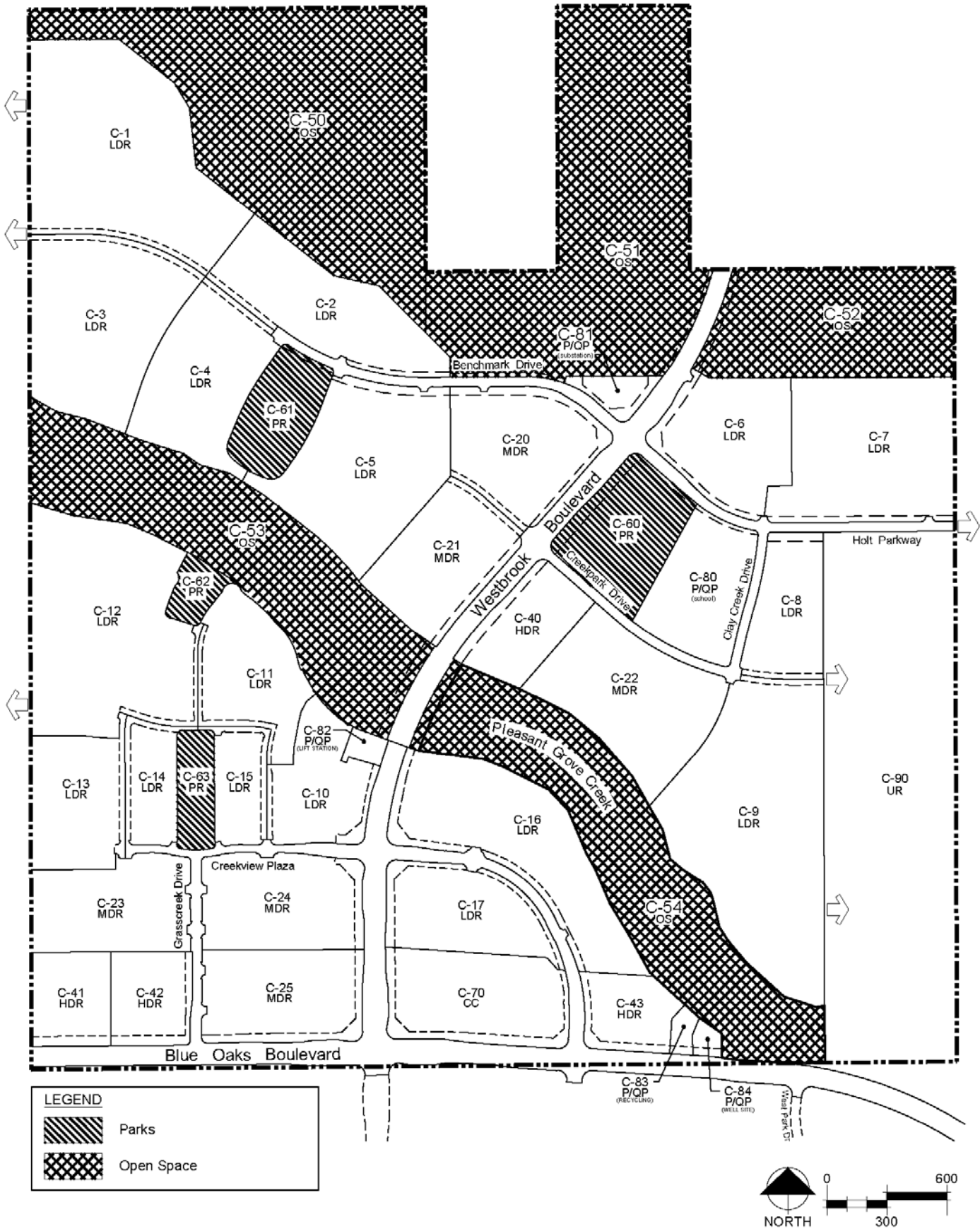


**LEGEND**

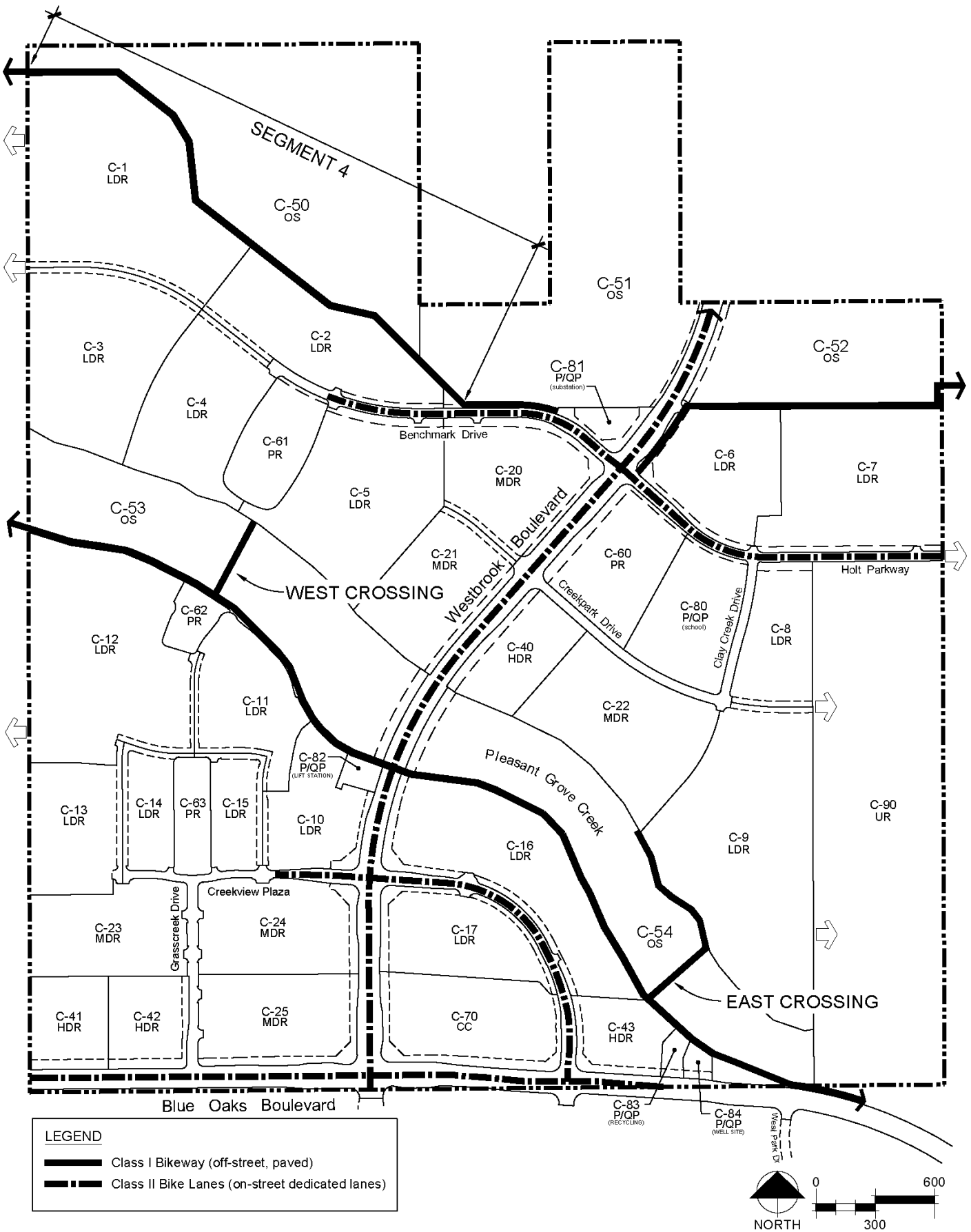
- Proposed 60 kV Electrical Line
- Easements for Future 60 kV Electrical Line
- Existing 12 kV PG&E Electrical Line (to be converted)
- Electric Substation

NORTH

Exhibit DD  
Parks and Open Space

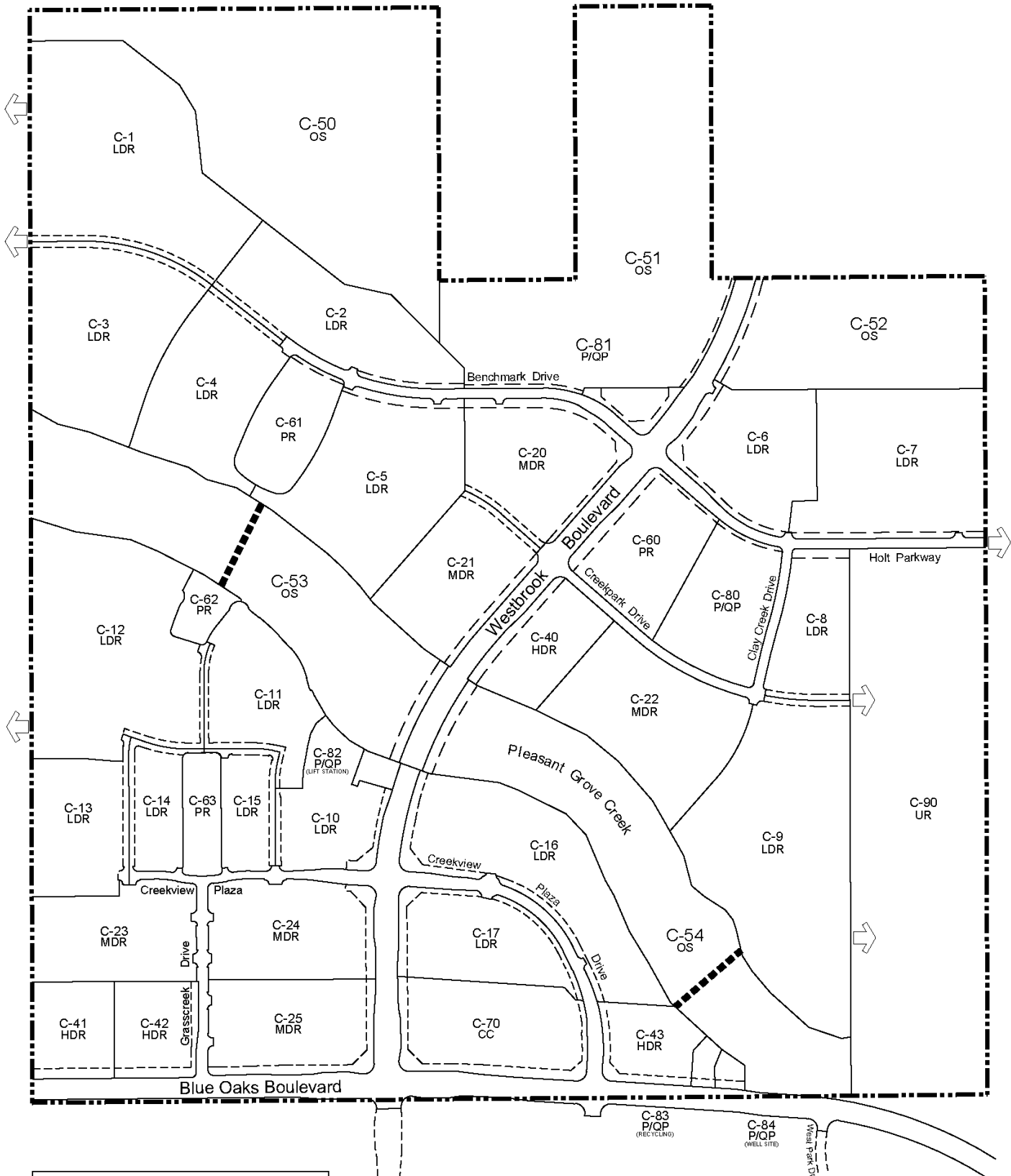


**Exhibit FF**  
**Bikeway Master Plan**



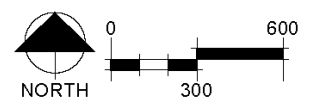
# Exhibit GG

## Pedestrian/Bicycle Crossings



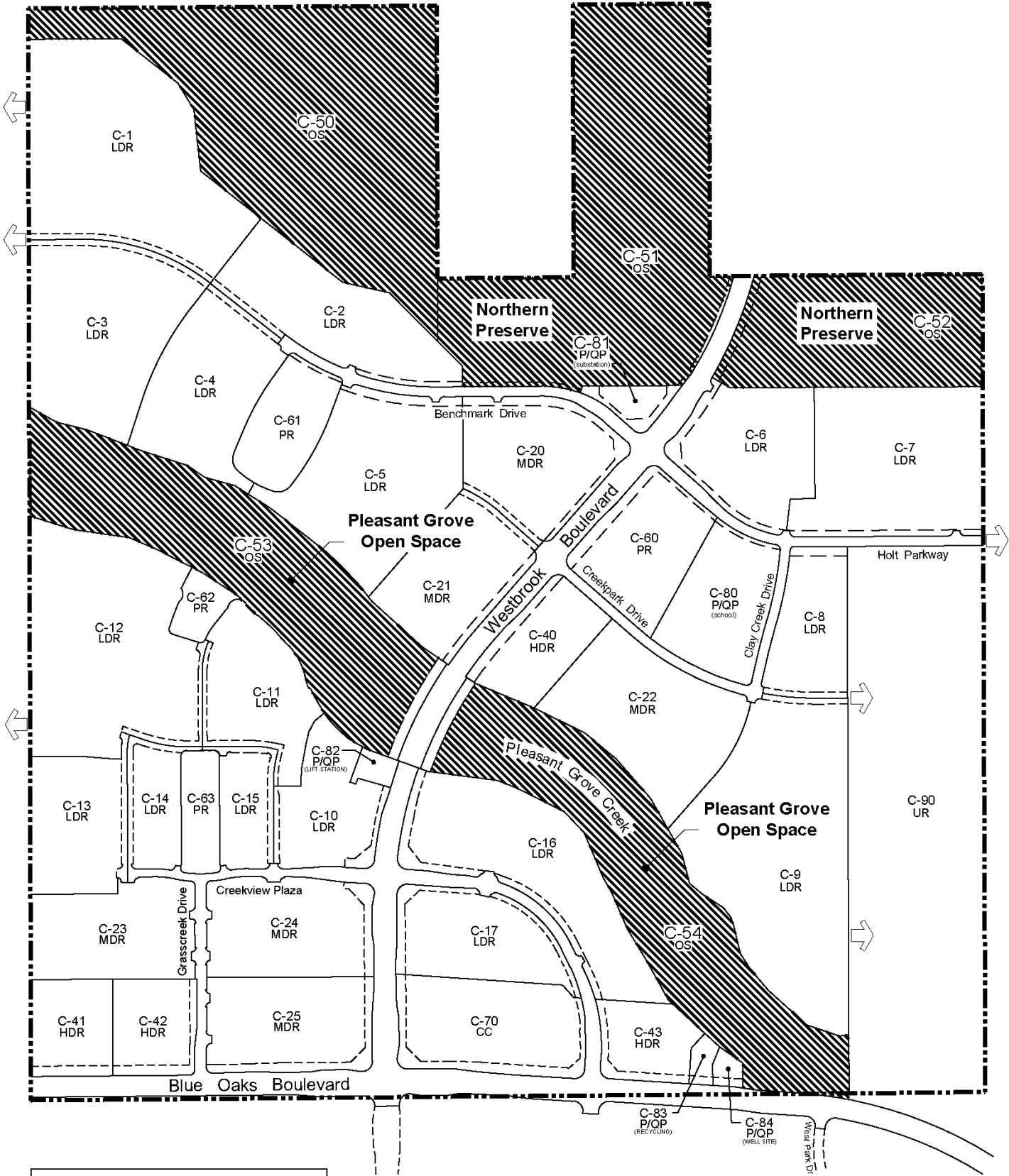
**LEGEND**

■■■■■ Pedestrian/ Bicycle Crossing




# Exhibit HH

## Open Space and Preserve Areas



**LEGEND**

 Open Space and Preserves

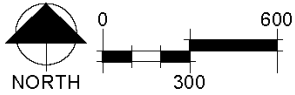


Exhibit JJ

DUE Allocation to Specific Plan Parcels for WRSP Reimbursements

EXHIBIT JJ

CVSP - DUE ALLOCATION TO SPECIFIC PLAN PARCELS FOR WRSP REIMBURSEMENTS

Mackay & Soms Civil Engineers

Creekview Specific Plan		Specific Plan			TRAFFIC EDUs	% of CSP TRAFFIC EDUs	RECYCLED WATER EDUs	% of CSP R.W. EDUs	SEWER EDUs	% of CSP SEWER EDUs	WATER EDUs	% of CSP WATER EDUs
		PARCEL	SPECIFIC PLAN LAND USE	ACRES								
C-1	LDR	19.5	94	4.8	94	4.81%	94	6.61%	94	5.01%	94	6.61%
C-2	LDR	10.1	52	5.1	52	2.66%	52	3.65%	52	2.77%	52	3.65%
C-3	LDR	14.0	67	4.8	67	3.43%	67	4.71%	67	3.57%	67	4.71%
C-4	LDR	9.6	51	5.3	51	2.61%	51	3.58%	51	2.72%	51	3.58%
C-5	LDR	13.6	74	5.4	74	3.79%	74	5.20%	74	3.94%	74	5.20%
C-6	LDR	8.0	48	6.0	48	2.46%	48	3.37%	48	2.56%	48	3.37%
C-7	LDR	13.9	74	5.3	74	3.79%	74	5.20%	74	3.94%	74	5.20%
C-8	LDR	5.7	32	5.6	32	1.64%	32	2.25%	32	1.70%	32	2.25%
C-9	LDR	21.8	97	4.4	97	4.96%	97	6.82%	97	5.17%	97	6.82%
C-10	LDR	6.0	36	6.0	36	1.84%	36	2.53%	36	1.92%	36	2.53%
C-11	LDR	7.5	34	4.5	34	1.74%	34	2.39%	34	1.81%	34	2.39%
C-12	LDR	18.7	95	5.1	95	4.86%	95	6.68%	95	5.06%	95	6.68%
C-13	LDR	7.2	50	6.9	50	2.56%	50	3.51%	50	2.66%	50	3.51%
C-14	LDR	3.7	20	5.4	20	1.02%	20	1.41%	20	1.07%	20	1.41%
C-15	LDR	3.6	20	5.6	20	1.02%	20	1.41%	20	1.07%	20	1.41%
C-16	LDR	12.9	71	5.5	71	3.63%	71	4.99%	71	3.78%	71	4.99%
C-17	LDR	6.9	36	5.2	36	1.84%	36	2.53%	36	1.92%	36	2.53%
<b>Low Density Residential</b>		<b>182.7</b>	<b>951</b>	<b>5.2</b>	<b>951</b>	<b>49%</b>	<b>951</b>	<b>67%</b>	<b>951</b>	<b>51%</b>	<b>951</b>	<b>67%</b>
C-20	MDR	8.7	106	12.2	106	5.42%	57	4.01%	106	5.65%	57	4.01%
C-21	MDR	7.7	95	12.3	95	4.86%	51	3.58%	95	5.06%	51	3.58%
C-22	MDR	11.3	130	11.5	130	6.65%	69	4.85%	130	6.93%	69	4.85%
C-23	MDR	8.1	61	7.5	61	3.12%	32	2.25%	61	3.25%	32	2.25%
C-24	MDR	8.1	59	7.3	59	3.02%	31	2.18%	59	3.14%	31	2.18%
C-25	MDR	7.3	62	8.6	62	3.17%	33	2.32%	62	3.30%	33	2.32%
<b>Medium Density Residential</b>		<b>51.2</b>	<b>513</b>	<b>10.0</b>	<b>513</b>	<b>26%</b>	<b>273</b>	<b>19%</b>	<b>513</b>	<b>27%</b>	<b>273</b>	<b>19%</b>
C-40	HDR	5.2	168	32.3	168	8.32%	49	3.44%	114	6.07%	49	3.44%
C-41	HDR	4.3	127	29.7	127	6.15%	37	2.60%	86	4.58%	37	2.60%
C-42	HDR	4.3	136	31.4	136	6.40%	40	2.81%	93	4.95%	40	2.81%
C-43	HDR	3.9	116	29.9	116	5.70%	34	2.39%	79	4.21%	34	2.39%
<b>High Density Residential</b>		<b>17.7</b>	<b>547</b>	<b>30.0</b>	<b>547</b>	<b>17%</b>	<b>160</b>	<b>11%</b>	<b>372</b>	<b>20%</b>	<b>160</b>	<b>11%</b>
C-70	CC	9.2	154	16.7	154	7.88%	39	2.74%	41	2.18%	39	2.74%
<b>Community Commercial</b>		<b>9.2</b>	<b>154</b>	<b>16.7</b>	<b>154</b>	<b>8%</b>	<b>39</b>	<b>3%</b>	<b>41</b>	<b>2%</b>	<b>39</b>	<b>3%</b>
<b>TOTAL</b>		<b>260.7</b>	<b>2,011</b>	<b>7.7</b>	<b>1955.0</b>	<b>100%</b>	<b>1423.0</b>	<b>100%</b>	<b>1877.0</b>	<b>100%</b>	<b>1423.0</b>	<b>100%</b>

Note:

[1] One Water EDU = 600 gpd (Based on Table 2-2 of the CVSP Master Water Study Final Report, November 30, 2010)

[2] One Sewer EDU = 190 gpd (Based on Table 1 of the CVSP Sanitary Sewer Master Plan, November 30, 2010)

[3] One Recycled Water EDU = 600 gpd (Based on Table 2-2 of the CVSP Master Water Study Final Report, November 30, 2010)

[4] Trip factor from City Traffic Mitigation Fee Study

Exhibit LL  
Panhandle and O'Brien Properties

