

**EIGHTH AMENDMENT OF DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF ROSEVILLE  
AND ATC REALTY ONE, LLC  
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This Eighth Amendment of Development Agreement (“Eighth Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF ROSEVILLE, a municipal corporation (“City”) and ATC REALTY ONE, LLC, a Delaware limited liability company (“Developer”), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

**RECITALS**

A. Developer’s predecessor in interest, Roseville Fiddymnt Land Venture, LLC (“RFLV”) and City entered into a Development Agreement (the “Development Agreement”) which was approved by the City Council of City on February 23, 2004, and recorded on June 21, 2004, in the Official Records of Placer County as Document No. 2004-0080708. The Development Agreement governs a portion of the West Roseville Specific Plan Area (“Specific Plan”, “WRSP”, or “Plan Area”). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. Certain terms of settlement agreements arising out of two lawsuits regarding the WRSP (Catalano v. Roseville and Defenders of Wildlife v. Norton) imposed additional conditions on the WRSP that require implementation through amendment of the Development Agreement.

C. On January 4, 2006, City and RFLV, by Ordinance No. 4324, entered into the First Amendment of the Development Agreement (“First Amendment”). The First Amendment was recorded on March 2, 2006, in the Official Records of Placer County as Instrument No. 2006-0022488.

D. On June 18, 2008, City and RFLV, by Ordinance No. 4668, entered into the Second Amendment of the Development Agreement (“Second Amendment”). The Second Amendment was recorded on July 22, 2008, in the Official Records of Placer County as Instrument No. 2008-0059263.

E. On September 2, 2009, City and RFLV, by Ordinance No. 4767, entered into the Third Amendment of the Development Agreement (“Third Amendment”). The Third Amendment was recorded on September 10, 2009, in the Official Records of Placer County as Instrument No. 2009-0078876.

F. On July 17, 2013, City and ATC Realty One, LLC, by Ordinance No. 5211, entered into the Fourth Amendment of the Development Agreement (“Fourth

Amendment”). The Fourth Amendment was recorded on August 20, 2013, in the Official Records of Placer County as Instrument No. 2013-0082174.

G. On May 7, 2014, City and ATC Realty One, LLC, by Ordinance No. 5337, entered into the Fifth Amendment of the Development Agreement (“Fifth Amendment”). The Fifth Amendment was recorded on June 18, 2014, in the Official Records of Placer County as Instrument No. 2014-0040699.

H. On August 6, 2014, City and West Roseville Development Company, Inc., by Ordinance No. 5385, entered into the Sixth Amendment of the Development Agreement (“Sixth Amendment”). The Sixth Amendment was recorded on August 14, 2014, in the Official Records of Placer County as Instrument No. 2014-0055752.

I. On September 15, 2017, City and ATC Realty One, LLC and Fiddyment 116 Lots, LLC, by Ordinance No. 5863, entered into the Seventh Amendment of the Development Agreement (“Seventh Amendment”). The Seventh Amendment was recorded on September 22, 2017, in the Official Records of Placer County as Instrument No. 2017-0073441.

J. This Eighth Amendment affects a portion of the property that is owned by Developer within the Plan Area (the “Eighth Amendment Property”), as described in Exhibit “A” and depicted in Exhibit “B” attached to this Eighth Amendment.

K. This Eighth Amendment affects the Eighth Amendment Property and shall run with the land described herein.

L. The Eighth 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. Extended Term. For purposes of Section 1.3, City and Developer hereby agree to extend the term of the Development Agreement to and through March 29, 2054, unless the Development Agreement is terminated, modified or extended by circumstances set forth in the Development Agreement, as amended, or by mutual consent of the parties hereto.

b. REVISED SECTION 2.2. The approved land use of certain parcels within the Eighth Amendment Property has changed; therefore, the cumulative summary

of land uses and approximate acreages, net of road right-or-way, set forth in Section 2.2 of the Development Agreement is hereby amended to read as follows:

Low Density Residential	3,241 Units on 770.1 Net Acres
Medium Density Residential	836 Units on 80.51 Net Acres
High Density Residential	1,792 Units on 72.48 Net Acres
Community Commercial	45.78 Net Acres
Business Professional	0 Net Acres
Park	203.0 Net Acres
Open Space	340.12 Net Acres
Open Space (Paseo)	6.66 Net Acres
Schools	71.95 Net Acres
Fire Station	2.51 Net Acres
Electric Substation	1.55 Net Acres
Well Site	0.22 Net Acres
Other Public (Right of Way)	111.73 Net Acres

c. REVISED SECTION 3.7.5. Section 3.7.5 is revised in its entirety to read as follows:

“3.7.5 Groundwater Wells. Developer shall dedicate to City Parcel F-67 in Phase 1 and shall construct one (1) groundwater well at the approximate location shown on Revised Exhibit “W” and prepare the well according to industry standards subject to approval by the Environmental Utilities Director. The exact location of the well and well site and qualifications of the design firm, well drilling contractor and construction inspection services provider shall be reviewed and approved by the Environmental Utilities Director prior to construction. The well shall be designed to include Aquifer Storage and Recovery capabilities and, to the extent feasible, shall achieve a yield of approximately 1,800 gallons per minute (GPM). Developer shall drill the well upon the earlier of the need for the well to provide water services to the Project, or prior to residential construction and concurrent with construction of adjacent roadways. City shall be responsible for construction of the above ground portion of the groundwater well facility (site improvements and pumping facilities).

If the Phase 1 well site (Parcel 67) is not capable of achieving a yield of approximately 1,800 GPM, or if the groundwater is NOT of such quality that only disinfection will be required to meet the California Drinking Water Quality Standards, the Developer has an option to identify an additional well site within the Eighth Amendment Property to drill the production well, or Developer shall fund the drilling of the well, to be located off-site of the Eighth Amendment Property, on property selected and acquired by the City. The cost of drilling the off-site production well shall be \$900,000, and the Developer shall pay the well drilling cost to the City on the earlier of (i) City's written notification to the Developer of City's readiness to begin drilling of the off-site well, or (ii) prior to the first building permit issued in Phase 3 for the Eight Amendment Property.

Notwithstanding the foregoing, if the City adopts a revised water connection fee which encompasses the costs of constructing the groundwater well (including but not limited to, permitting, design, construction, design support during the construction phase, construction management, inspection, administrative and legal), the Developer shall be relieved of the Well Construction Requirements set forth in this Section 3.7.5.

Initially a second well site was designated for the northern portion of the Property (the "F-66 Well Site"). Monitoring wells were constructed on the F-66 well site, and it was determined that the site was not suitable for a production well. As a result the F-66 well site is to be reduced to a parcel that contains the existing monitoring wells, and the remainder of the original F-66 well site is to be converted to a single family residential lot. The process for converting the F-66 well site to a residential lot shall be as follows:

- The portion of the F-66 (Lot 21) well site containing the Monitoring Well shall be deeded to the City.
- The Irrevocable Offer of Dedication for the remainder of the F-66 (Lot 21) well site shall be quit claimed by the City.
- The adjacent Lot D (the F-66 well site driveway parcel) shall be quit claimed by the City and by the original grantor of the parcel to the Developer.
- The City shall issue a Certificate of Compliance verifying that the two parcels consist of one buildable single family detached lot.

The Developer shall widen the sidewalk along Fiddymment Road adjacent to the monitoring well site at F-66 to provide parking for maintenance access. Modification of the exiting curb and gutter may be required to accommodate maintenance vehicle access to the area."

REVISED SECTION 3.7.8. OF THE "FIFTH AMENDMENT" Section 3.7.8 of the "Fifth Amendment" is revised in its entirety to read as follows:

"3.7.8 Water Conservation Goal for the Property. The City has determined, and the Developer agrees, that the available water supply is sufficient to serve the Property. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Property. The demand for water at build-out of the Property was determined by reference to the City's current information on water

usage for the various land uses included and permitted within the City and the proposed land uses within the Property and by reference to the Developer’s Water Conservation Plan which includes a reduction in water use by 20.4% over current use characteristics.

The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Developer are satisfied that the demand and source assumptions relied upon to assure water for the Project (including the Fifth Amendment Property) are valid.”

d. REVISED EXHIBIT “F” – PHASING PLAN. Exhibit “F” – Infrastructure Phasing Plan, Sheet 3 of 10 is hereby revised in accordance with the attached Revised Exhibit “F” to add Parcel F-71 to Phase 2 and remove it from Phase 3.

2. EXHIBITS. The following New Exhibits and Revised Exhibits are attached hereto and incorporated herein by reference and hereby replace and supersede the respective Exhibits previously attached to the Development Agreement. Accordingly, all references to the applicable Exhibits in the Development Agreement, as amended hereby, shall mean and refer to the corresponding New and Revised Exhibits below:

New Exhibit A	Description of Eighth Amendment Property
New Exhibit B	Depiction of Eighth Amendment Property
Revised Exhibit F	Infrastructure Phasing Plan, Sheet 3 of 10
Revised Exhibit W	Location of Groundwater Well

3. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Eighth Amendment of the Development Agreement is consistent with the General Plan and the West Roseville Specific Plan.

4. AMENDMENT. This Eighth Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

5. FORM OF AMENDMENT. This Eighth 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 the execution of this Eighth 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.

CITY OF ROSEVILLE,  
a municipal corporation

ATC REALTY ONE, LLC,  
a Delaware limited liability  
company

By: \_\_\_\_\_  
Dominick Casey  
City Manager

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

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

ATTEST:

By: \_\_\_\_\_  
Sonia Orozco  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert R. Schmitt  
City Attorney

APPROVED AS TO SUBSTANCE:

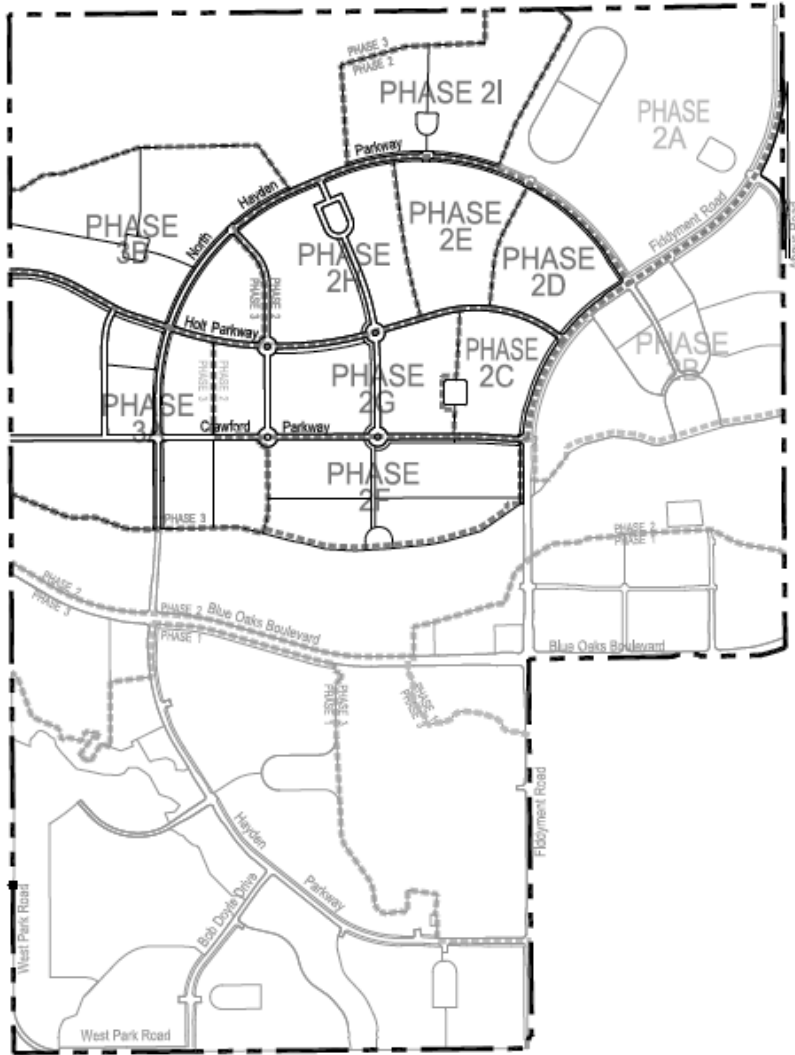
By: \_\_\_\_\_  
Mike Isom  
Development Services Director

**Exhibit A**  
**Description of Eighth Amendment Property**

**Exhibit B**  
**Depiction of Eighth Amendment Property**

**Revised Exhibit F**  
**Infrastructure Phasing Plan, Sheet 3 of 10**

REVISED Exhibit F  
FIDDYMENT RANCH - SPA 3 Infrastructure Phasing Plan  
**Infrastructure Phasing**  
Sheet 3 of 10  
(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



SCALE: 1" = 1000'±

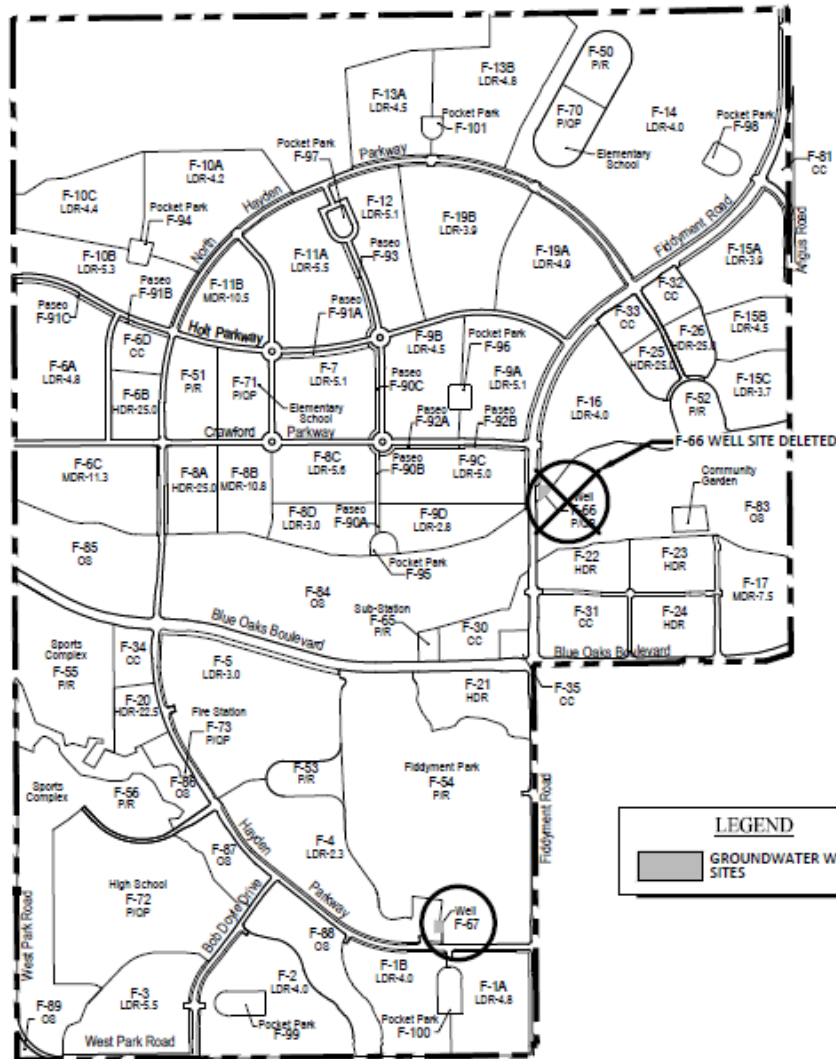


**WOOD RODGERS**  
DEVELOPING INNOVATIVE DESIGN SOLUTIONS  
3301 C St, Bldg. 100-B  
Sacramento, CA 95816  
Tel 916.341.7760  
Fax 916.341.7767

Revised Exhibit W  
Location of Groundwater Well

REVISED Exhibit W  
Location of Groundwater Wells

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



**LEGEND**

■ GROUNDWATER WELL SITES



SCALE: 1" = 1500'



**WOOD RODGERS**  
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