

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

This Eighth Amendment of Development Agreement (“Eighth Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and among the CITY OF ROSEVILLE, a municipal corporation (“City”) and ATC REALTY ONE, LLC, a Delaware limited liability company, and ROSEVILLE SCHOOLS, LLC, a California limited liability company (collectively, “Developer”), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

**RECITALS**

A. Developer’s predecessor in interest, Roseville Fiddymont 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 that property owned by ATC Realty One, LLC within the Plan Area (the “ATC Property”), and that property owned by Roseville Schools, LLC (the “RS Property”), each as described in Exhibit “A” and depicted in Exhibit “B” attached to this Eighth Amendment.

K. This Eighth Amendment affects the ATC Property and the RS Property, as expressly set forth herein, and shall run with title to those lands.

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. As to the ATC Property and the RS Property, 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. As to the ATC Property, the approved land use of certain parcels within the ATC Property has changed; therefore, the cumulative summary of land uses and approximate acreages, net of road right-of-way, set forth in Section 2.2 of the Development Agreement is hereby amended to read as follows:

## PC Exhibit B

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. As to the ATC Property, 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).

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It has been determined that the Phase 2 well site (F-66) DOES NOT have access to groundwater of such quality that only disinfection will be required to meet the California Drinking Water Quality Standards. In lieu of providing a production well at the Phase 2 well site (F-66) Developer shall fund the drilling of a 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 an amount mutually agreed to by City and Developer at the time that the City is ready to drill the offsite well, and the Developer shall pay the well drilling cost to the City upon City's written notification to the Developer of City's readiness to begin drilling of the off-site well.

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 obligation to pay the well drilling cost to the City for the off-site well, described in the preceding paragraph of this Section 3.7.5.

Monitoring wells have been constructed on the F-66 well site, and it has been 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 construct the following improvements to the resultant monitoring well site prior to issuance of a building permit for the single family residence:
  - 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.
  - Construct a 6' high masonry wall along the north boundary of the monitoring well site.
  - Construct a 6' high open iron fence along the southeast boundary of the monitoring well site, including a 10' wide gate.
  - Construct a 3' wide walkway between the widened section of the Fiddymment Road sidewalk and the monitoring well site."

d. REVISED SECTION 3.7.8. As to the ATC Property and the RS Property, Section 3.7.8 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 Eighth Amendment Property) are valid.”

e. REVISED EXHIBIT “F” – PHASING PLAN. As to the RS Property, 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.** As to the ATC Property and RS Property, as applicable, 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 ATC Property and RS Property
New Exhibit B	Depiction of ATC Property and RS 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.

# PC Exhibit B

**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 \_\_\_\_\_, 2020.

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

ROSEVILLE SCHOOLS, LLC,  
a California limited liability company

By: WEST ROSEVILLE, LLC,  
a California limited liability  
company

APPROVED AS TO FORM:

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

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

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

APPROVED AS TO SUBSTANCE:

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

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

By: ATC Realty One, LLC, a  
Delaware limited liability company

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

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

Its: Authorized Agent

**Exhibit A  
Description of ATC Property and RS Property**

**EXHIBIT 'A'  
WRSP Fiddymment Ranch DAA No. 8  
Description of Properties Subject to DAA No. 8**

**Properties owned by ATC Realty One, LLC:**

All that real property, located in the City of Roseville, County of Placer, State of California as shown on Exhibit B attached and described as follows:

Lots 21, 23, 24, 25, & 26, as shown on the Final Map of Fiddymment Ranch Phase 2 Large Lot Subdivision, Subdivision No. 03-11, recorded in Book BB of Maps, at page 24, Placer County Records

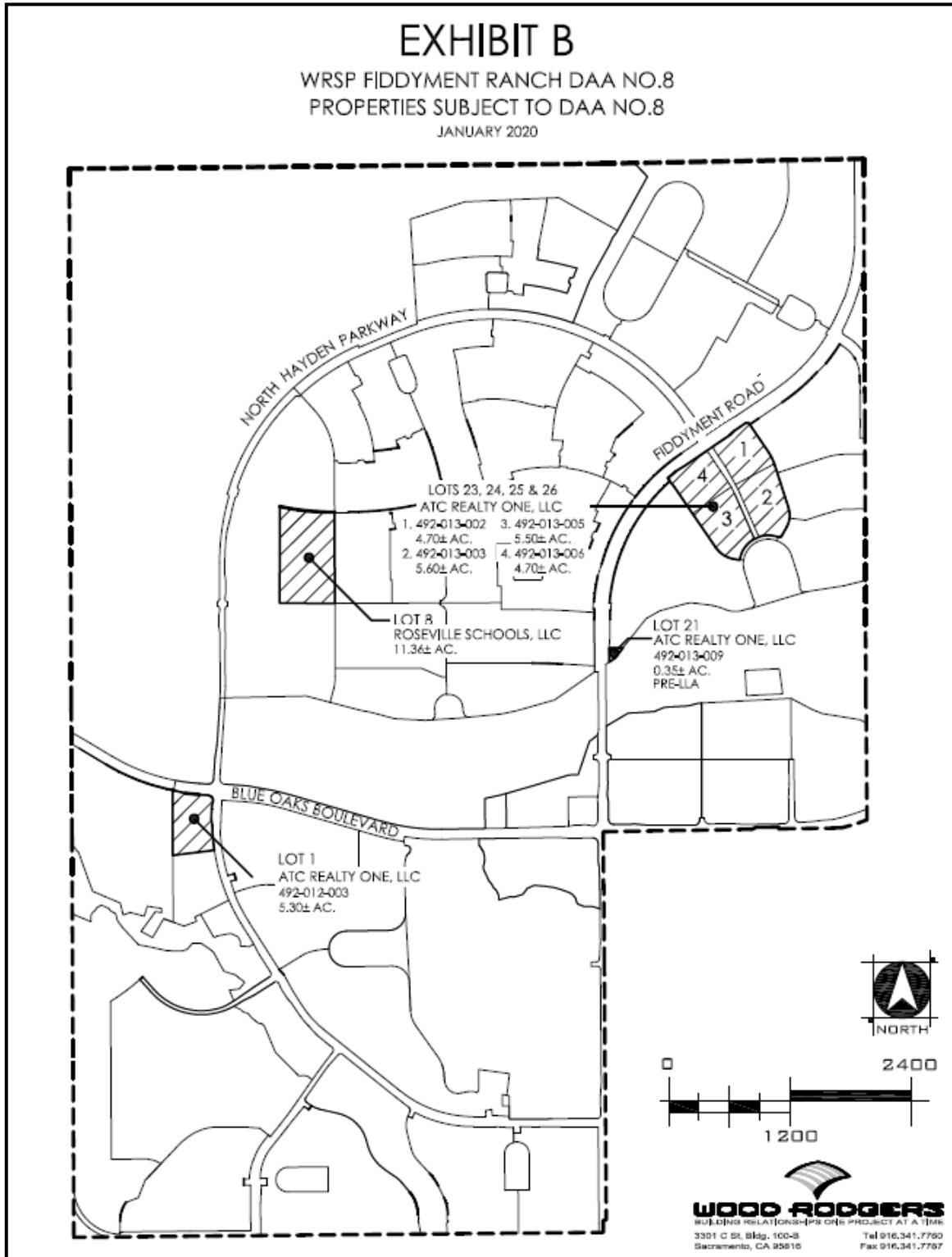
Lot 1, as shown on the Final Map of Fiddymment Ranch Phase 3A Large Lot Subdivision, Subdivision No. 000024, recorded in Book BB of Maps, at page 88, Placer County Records

**Properties owned by Roseville Schools, LLC.:**

All that real property, located in the City of Roseville, County of Placer, State of California as shown on Exhibit B attached and described as follows:

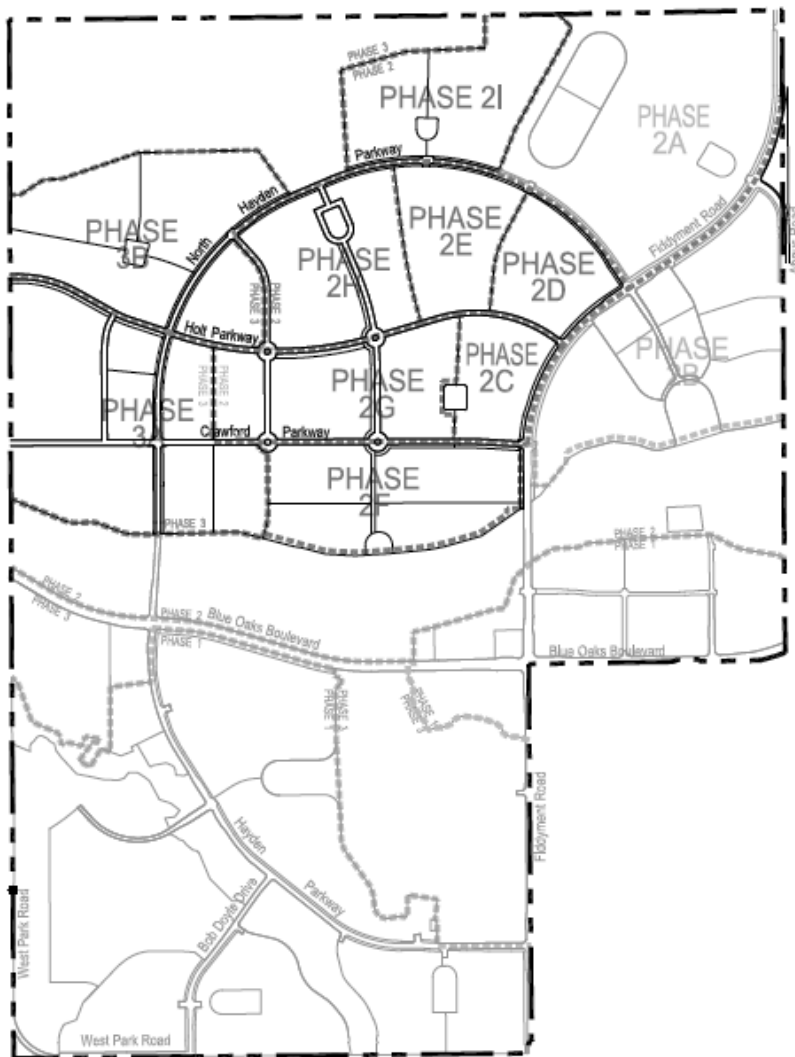
Lot 8, as shown on the Final Map of Fiddymment Ranch Phase 3 Large Lot Subdivision, Subdivision No. PL-0564, recorded in Book EE of Maps, at page 74, Placer County Records

**Exhibit B  
Depiction of ATC Property and RS 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'±

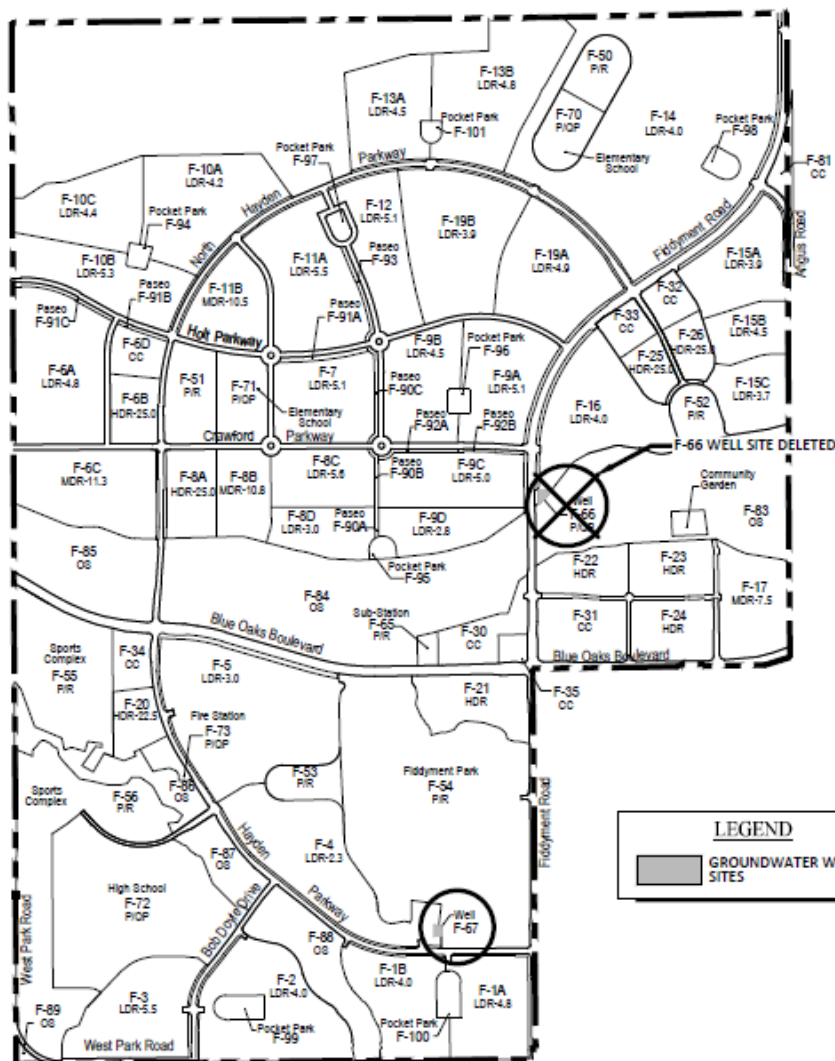


**WOOD RODGERS**  
DEVELOPING INNOVATIVE DESIGN SOLUTIONS  
3301 C St, Bldg. 100-B  
Sacramento, CA 95816  
Tel 916.341.7760  
Fax 916.341.7767

## Revised Exhibit W Location of Groundwater Well

### REVISED Exhibit W Location of Groundwater Wells

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



SCALE: 1" = 1500'



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