

**NINTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND AMONG
THE CITY OF ROSEVILLE
AND JEN CALIFORNIA 15 LLC, TAYLOR MORRISON OF CALIFORNIA,
LLC, AND WEST ROSEVILLE DEVELOPMENT COMPANY, INC.
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This Ninth Amendment of Development Agreement (“Ninth Amendment”) is entered into this ____ day of _____, 2020, by and among the CITY OF ROSEVILLE, a municipal corporation (“City”) and JEN CALIFORNIA 15 LLC, a California limited liability company, Taylor Morrison of California, LLC, a California limited liability company, and West Roseville Development Company, Inc., a Delaware corporation (collectively, “Developer”), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Developer’s predecessor in interest, Roseville Fiddymt 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 Fiddymint 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. On _____, 2020, City, ATC Realty One, LLC, and Roseville Schools, LLC, by Ordinance No. ____, entered into the Eighth Amendment of the Development Agreement (“Eighth Amendment”). The Eighth Amendment was recorded on _____, 2020, in the Official Records of Placer County as Instrument No. 2020-_____.

K. This Ninth Amendment affects that property owned by Developer within the Plan Area (the “Ninth Amendment Property”), as described in Exhibit “A” and depicted in Exhibit “B” attached to this Ninth Amendment.

L. This Ninth Amendment affects the Ninth Amendment Property and shall run with the land described herein.

M. The Ninth 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 3.7.8. 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 Ninth Amendment Property) are valid.”

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 Ninth Amendment Property
New Exhibit B	Depiction of Ninth Amendment Property

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

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

PC Exhibit C

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Ninth 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

JEN CALIFORNIA 15 LLC, a California
limited liability company

By: _____
Dominick Casey
City Manager

By: _____
Its: _____

ATTEST:

By: _____
Sonia Orozco
City Clerk

TAYLOR MORRISON OF
CALIFORNIA, LLC, a
California limited liability company

APPROVED AS TO FORM:

By: _____
Robert R. Schmitt
City Attorney

By: _____
Its: _____

APPROVED AS TO SUBSTANCE:

WEST ROSEVILLE DEVELOPMENT
COMPANY, INC., a California
corporation

By: _____
Mike Isom
Development Services Director

By: _____
Its: _____

By: _____
Its: _____

**Exhibit A
Description of Ninth Amendment Property**

**EXHIBIT 'A'
WRSP Fiddymment Ranch DAA No. 9
Description of Properties Subject to DAA No. 9**

Properties owned by JEN California 15, 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 17, 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

Lots 1, 2, 3, 4, 5, 6, 7, 9, & 10, 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

Properties owned by Taylor Morrison Homes, Inc.:

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 1, 2 & 3, as shown on the Final Map of Fiddymment Ranch Phase 2A Large Lot Subdivision, Subdivision No. PL-0364, recorded in Book DD of Maps, at page 88, Placer County Records

Properties owned by WRDC, Inc.:

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 15, 17, 19 & 22, as shown on the Final Map of Fiddymment Ranch Phase 1 Large Lot Subdivision, Subdivision No. 03-11, recorded in Book AA of Maps, at page 10, Placer County Records

Exhibit B
Depiction of Ninth Amendment Property

