

**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET, LLC, AND
JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY
LIVING TRUST DATED MARCH 14, 2005
RELATIVE TO THE AMORUSO RANCH SPECIFIC PLAN**

This First Amendment of Development Agreement (the "First Amendment") is entered into this ____ day of _____, 2020, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), BROOKFIELD SUNSET, LLC, a California limited liability company ("Brookfield"), and ANGELA EISENPRESS, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005 ("Amoruso")(collectively, "Landowner"), pursuant to Sections 65864 through 65869.5 of the Government Code of the State of California.

RECITALS

A. City and Landowner entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on July 6, 2016, and recorded on August 24, 2016, in the Official Records of Placer County as Document No. 2016-0070352-00. City and Landowner entered into the Development Agreement relative to development within a portion of the Amoruso Ranch Specific Plan ("Specific Plan", "ARSP", or "Plan Area"), as such is more precisely described in Exhibits "A" and "B" of the Development Agreement (the "Property"), as those exhibits are amended by Exhibits "A" and "B" attached hereto. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. Since approval of the Development Agreement, Brookfield has become the fee title owner of a portion of the Property, as shown in Exhibit "D" attached to this First Amendment, and remains under contract to purchase the balance of the Property from Amoruso, with all persons holding legal or equitable interests in the Property being bound by the Development Agreement and this First Amendment.

C. Concurrent with its consideration of this First Amendment, City is processing a General Plan Amendment (Resolution No. _____), a Specific Plan

Amendment (Resolution No. _____), a Rezone (Ordinance No. _____), and a Tentative Subdivision Map Modification (TSM _____) for purposes of revising land use entitlements on the Property. City and Landowner wish to enter into this First Amendment in order to provide consistency with these land use approvals.

D. This First 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 entry below is deleted from the Table of Contents:

“3.7.1 Placer County Water Agency Supply”.

b. REVISED SECTION 2.2. Section 2.2 is revised in its entirety to read as follows:

“2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of the Entitlements, including, but not limited to, allocation of residential units to residentially designated parcels in the Specific Plan, minimum lot sizes, street locations and configurations in any approved tentative subdivision maps, and allocation of building square footage to commercially designated parcels in the Specific Plan. City acknowledges that the Entitlements include the following Specific Plan land use designations and approximate gross acreages for all land uses for the Property as shown in the Specific Plan Land Plan in Exhibit "E", attached hereto and summarized below:

Low Density Residential	1,252 units on 239.3 Gross Acres;
Medium Density Residential	542 units on 50.3 Gross Acres;
High Density Residential	873 units on 38.1 Gross Acres;
Community Commercial	23.9 Gross Acres;
Community Commercial/Village District	159 units on 27.3 Gross Acres;
Park	22.1 Gross Acres;
Open Space	144.2 Gross Acres;
Open Space (Paseos)	10.7 Gross Acres;
School	9.6 Gross Acres;
Public/Quasi Public	7.6 Gross Acres;
Right of Way	52.0 Gross Acres;
NAPOTS (Placer Parkway)	<u>49.2 Gross Acres.</u>

TOTAL

674.4 Gross Acres

Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the Effective Date of this Agreement. Landowner's vested right to proceed with the development of the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses set forth in the Entitlements, and as more fully set forth in Section 2.4.1 below."

- c. DELETED SECTION 3.7.1. Section 3.7.1 is deleted in its entirety.
- d. REVISED SECTION 3.7.2. Section 3.7.2 is revised in its entirety to read as follows:

"3.7.2 Financing of Water Supply.

Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment, or transmission facilities (other than those which may be required by other sections of this Agreement) except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the then existing City ordinances and this Agreement."

- e. REVISED SECTION 3.7.3. Section 3.7.3 is revised in its entirety to read as follows:

"3.7.3 Groundwater Well.

3.7.3.1 Parcel Dedication. Landowner shall dedicate to City Parcel AR-58 for water system facilities, including a groundwater well, at the approximate location shown on Exhibit "L". Landowner shall construct frontage improvements for Parcel AR-58, including water, recycled water, wastewater, storm drainage, electric and communication fiber conduit.

3.7.3.2 Well Construction Requirements. As shown in Exhibits "L" and "N", the water facilities site shall be constructed adjacent to the 24" water line to be constructed in Road B, and be connected to that 24" water line with a 16" water line within Road A. Landowner shall install a test well in a location mutually agreed upon by Landowner and City to determine if the well location utilized meets desired capacity and water quality. If the desired capacity and water quality are confirmed by the test well, Landowner shall be responsible for drilling and completing the production well (but not above ground well

improvements such as pumping and treatment facilities) as further described below (the "Water Construction Requirements"). City shall be responsible for the construction and costs of above ground production well (topside) improvements such as pumping and treatment facilities. It is the intent of this section (and the Parties) that the groundwater well location identified within the Project shall be capable of achieving a yield of approximately 1,800 gallons per minute, be designed for Aquifer Storage and Recovery, and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowner shall, at its own cost, work with the City to relocate the well site within the Project to an alternative site mutually agreed to by City and Landowner until these objectives are satisfied.

Landowner shall contact the City Environmental Utilities Department prior to design and construction of the production well. The production well shall be in operation at the time of occupancy of the 250th residential unit in the Project. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. In addition, notwithstanding the foregoing, the well shall be drilled prior to the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for the well if at the time of construction of the well homes are occupied between 500 feet and 1,000 feet of the well.

If City determines that the production well is required prior to the occupancy of the 250th residential unit in the Project, City has the right to construct the test well and the production well. Landowner shall reimburse City for the actual cost of the below ground improvements for the test well and production well, as set forth above, including annual CCI adjustments of such costs, upon occupancy of the 250th residential unit in the Project. If City constructs the test well and production well prior to the occupancy of the 250th residential unit in the Project, Landowner agrees to construct an all weather access roadway within either the Road A or Road B RoW and all associated infrastructure necessary to serve Parcel AR-58 as specified in this Section 3.7.3 within one (1) year of notification from City if Road B has not otherwise already been constructed by Landowner.

Notwithstanding the foregoing, if the City adopts a revised water connection fee which encompasses the costs of the Well Construction Requirements, Landowner shall be relieved of the Well Construction Requirements set forth in this Section 3.7.3.2.

Landowner shall, prior to the issuance of the first building permit in the Project

phase where an existing well is located, destroy the well or wells in that particular Project phase from among the two existing agriculture irrigation wells and one domestic well in the Project Area. Landowner shall obtain from City a Well Permit and follow the California Well Standards for the destruction of the wells on the Property. All construction plans shall be designed pursuant to City's then current Standards and mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay the then current plan check, mapping and inspection costs as incurred by City for review, mapping, and inspection of the destruction of the wells."

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

"3.7.5 Water Conservation Goal. The City has determined, and the Landowner agrees, that the available water supply, as documented in the Water Supply Assessment for the Project, is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the various technical studies completed in connection with the environmental review of the Project. 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 Landowner's Water Conservation Plan which includes a reduction in water use by approximately 15% over current (i.e., Effective Date of this Agreement) use characteristics.

The sources for water evaluated for the Project are the same types of sources currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Landowner are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the Project. With the implementation of the City's Advanced Metering Infrastructure ("AMI") system, the City will have the ability to monitor potable water consumption on a near real-time basis. If the City determines that water consumption exceeds what was anticipated, and will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands. In the event that the City adopts a City-Wide requirement for a reduction in water use by more than the approximately 15% over current potable water usage as set forth herein, and the then built portion of the Project has met its approximately 15% objective set forth

in this Section 3.7.5, 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, above the approximately 15% objective set forth in this Section 3.7.5. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the Project shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein."

- g. REVISED SECTION 3.9.2. The last paragraph of Section 3.9.2 is revised in its entirety to read as follows:

"If City institutes a recycled water connection fee, or such fee is embedded into City's revised water connection fee (which encompasses the estimated \$2.287 million for expansion of the WRSP recycled water tank and pump station described in the preceding paragraph), prior to the issuance of any building permits in the Project, Landowner shall not be responsible for the payment of the estimated \$2.287 million pro-rata share of the cost of the expansion of the WRSP recycled water tank and pump station except through the payment of the City recycled water connection fee, or City's revised water connection fee if a recycled water connection fee is embedded into City's revised water connection fee, or any special benefit fees as may be applicable to the Project to fund the expansion of the WRSP recycled water tank and pump station."

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

"3.11.3 CSP Electric Substation. Pursuant to the development agreement in the CSP, CSP landowners are required to dedicate to City, grade and provide access to a parcel in the CSP (designated Parcel C-81 in the Specific Plan) for an electric substation to serve the CSP (the "Substation Site"). Under the development agreement between CSP landowners and City, such Substation Site must be provided to City prior to issuance of the 923rd residential building permit, or combination of building permits, in the CSP. Should the Substation Site not have been dedicated to City, graded with access provided at the time that Landowner wishes to proceed with development of the Project, Landowner shall have the right to cause such dedication, grading and provision of access to the Substation Site for City to construct the electric substation that will serve both the CSP and the Project. Where the CSP Developer has not provided the Substation Site and associated improvements required in the CSP development agreement, then, provided that Landowner provides an access road, power line, temporary easements, and Substation Site as defined in the CSP development agreement

prior to the issuance of the 500th residential building permit in the ARSP, the City shall not restrict the issuance of any additional building permits in the ARSP beyond the 500 residential building permits noted herein on the basis of insufficient electrical service capacity for the balance of the Project. Should there be a delay by the CSP Developer or Landowner, as provided herein, in dedicating the Substation Site and associated improvements as required in the CSP development agreement, such delay shall result in the delay in the availability of power to the ARSP until such time as the Substation Site is fully operational with the ability to serve the remainder of the ARSP. Landowner acknowledges that, in the absence of any available capacity utilizing temporary lines that could serve the Project on an interim basis, the CSP electric substation must be in operation and 12kV circuits extended to the Project for electric service to be provided to the Plan Area, subject to the provisions set forth above. In addition to the Substation Site, Landowner shall install an all-weather access road along the south side of Pleasant Grove Creek from the southeast corner of the CSP to the Westbrook Boulevard bridge crossing over Pleasant Grove Creek sufficient to allow the construction and maintenance of the 60kV overhead power line required to feed the CSP electric substation.”

- i. REVISED SECTION 3.11.4. Section 3.11.4 is revised in its entirety to read as follows:

“3.11.4 60kV Exhibit. Exhibit “U” to the Agreement is hereby deleted, and the 60kV electric line serving the Substation Site referenced in Section 3.11.3 above is shown in Exhibit “CC” to the CSP development agreement.”

- j. REVISED SECTION 3.12.3. The first paragraph of Section 3.12.3 is revised in its entirety to read as follows:

“3.12.3 Neighborhood Park Fee. In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee (the “Neighborhood Park Fee”), upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$2,917 per Low Density Residential unit, \$2,492 per Medium Density Residential unit, and \$2,067 per High Density Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund.”

k. REVISED SECTION 3.12.4. Section 3.12.4 is revised in its entirety to read as follows:

“3.12.4 City-Wide Park Fee. Upon issuance of each residential building permit within the Project, Landowner shall pay a City-Wide park fee (the “City-Wide Park Fee”) to fund the construction of City-Wide park facilities in the City. The City-Wide Park Fee, as described in Section 3.12.5 below, shall be \$1,680 per Low Density Residential unit, \$1,435 per Medium Density Residential unit, and \$1,190 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.”

l. REVISED SECTION 3.12.5. Section 3.12.5 is revised in its entirety to read as follows:

“3.12.5 City-Wide Park In-Lieu Fee. In accordance with the park financing plan for the Property, Landowner shall pay a city-wide park in-lieu fee for the land dedication component of the Project’s City-Wide Park obligation (the “City-Wide Park In-Lieu Fee”), upon issuance of each residential building permit within the Project, to fund improvements to the City-wide park in the WRSP or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,222 per Low Density Residential unit, \$1,044 per Medium Density Residential unit, and \$866 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.”

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

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

n. REVISED SECTION 3.24. Section 3.24 is revised to add the following additional disclosures as items 20. and 21.:

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

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

o. REVISED EXHIBITS. The following exhibits attached to the Development Agreement are replaced by new exhibits attached to this First Amendment as follows:

Exhibit A	Property Legal Description
Exhibit B	Property Map
Exhibit C	Annexation Area and Plan Area
Exhibit D	Specific Plan Property Ownership
Exhibit E	Land Use Plan
Exhibit F	Affordable Housing Sites
Exhibit G	Phasing Plan
Exhibit H	Road Improvements
Exhibit H-1	Offsite Road Facilities for Reimbursement
Exhibit I	Traffic Signals
Exhibit J-1	Wastewater Facilities
Exhibit J-2	Wastewater Facilities
Exhibit K-1	Offsite Wastewater Facilities for Reimbursement
Exhibit L	Groundwater Well
Exhibit M	Water Conservation Plan
Exhibit N	Water Facilities
Exhibit O-1	Water Facilities for Reimbursement
Exhibit O-2	Offsite Water Facilities for Reimbursement
Exhibit P	Recycled Water Facilities
Exhibit Q-1	Offsite Recycled Water Facilities for Reimbursement
Exhibit R	Drainage Facilities
Exhibit S	Post Development 100 Year Floodplain
Exhibit T	Fiber Optic Improvements
Exhibit V	Parks and Open Space
Exhibit W	Parks Financing Plan
Exhibit Y	Open Space Areas
Exhibit AA	DUE Allocation to Specific Plan Parcels for CSP Reimbursements

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this First Amendment of the Development Agreement is consistent with the General Plan and the Amoruso Ranch Specific Plan.

3. AMENDMENT. This First 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.

4. FORM OF AMENDMENT. This First 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 First Amendment in duplicate by its City Manager, as 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

By: _____
Dominick Casey
City Manager

LANDOWNER:

BROOKFIELD SUNSET, LLC,
a California limited liability company

By: _____
John Norman
Vice President

ATTEST:

By: _____
Rick Whitney
Chief Financial Officer

By: _____
Sonia Orozco
City Clerk

ANGELA EISENPRESS, Successor
Trustee of the Amoruso Family Living
Trust Dated March 14, 2005

APPROVED AS TO FORM:

By: _____
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Mike Isom
Development Services Manager