

**SECOND AMENDMENT OF DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC,  
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This Second Amendment of Development Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF ROSEVILLE, a municipal corporation (“City”), WESTPARK S.V. 400, LLC, a California limited liability company (“Westpark”), and PINE ISLAND APARTMENTS, LLC, an Indiana limited liability company (“Pine Island”)(collectively, “Landowner”), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code.

**RECITALS**

A. Westpark and City entered into a Development Agreement (the “Development Agreement”) which was approved by the City Council of City on June 20, 2012, and recorded on July 25, 2012, in the Official Records of Placer County as Document No. 2012-0066790-00. City and Westpark entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan (“Specific Plan”, “SVSP”, or “Plan Area”), as described in Exhibit “A” and shown in Exhibit “B” to the Development Agreement (the “Property”), and attached thereto for reference.

B. On May 4, 2016, City approved the First Amendment to the Development Agreement (the “First Amendment”) relative to development within a portion of the SVSP, as more precisely defined in Exhibits “A” and “B” attached to the First Amendment, which was recorded on May 11, 2016, as Document No. 2016-0035988-00, in the Official Records of Placer County.

C. Westpark assigned its interest for a portion of the Property to Pine Island pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of November 10, 2021, and recorded November 10, 2021, as Document No. 2021-0139629-00, in the Official Records of Placer County.

D. This Second Amendment to the Development Agreement (the “Second Amendment”) affects a certain portion of the Property commonly known as SVSP Parcels WB-31 and WB-41 (the “Second Amendment Property”), as described in Exhibit “A” and as shown in Exhibit “B” attached to this Second Amendment. This Second

Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

E. Concurrent with its consideration of this Second Amendment, City is processing General Plan Amendment (Resolution No. \_\_\_\_\_), Specific Plan Amendment (Resolution No. \_\_\_\_\_), a Rezone (Ordinance No. \_\_\_\_\_), and a Tentative Subdivision Map (TSM\_\_\_\_\_ ) for Parcel WB-41 for purposes of adjusting land uses and densities on the Second Amendment Property. City and Landowner enter into this Second Amendment in order to provide consistency with and to vest these land use approvals.

F. The Second 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. REVISED SECTION 2.2. The summary table of Section 2.2 of the Development Agreement (“Vested Entitlements”) is revised as follows:

“Low Density Residential	505 units on 93.8 Net Acres;
Low Density Residential/ Age Restricted	493 units on 94.3 Net Acres;
Medium Density Residential	46 <del>633</del> units on 67.3 Net Acres;
High Density Residential	65 <del>820</del> units on 24. <del>31</del> Gross Acres;
Community Commercial	14,5 <del>24.5</del> Gross Acres;
Community Commercial/Commercial	0 Gross Acres;
Mixed Use	
Park	14.7 Gross Acres;
Open Space	36.6 Gross Acres;
Schools	10.0 Gross Acres;
Water Treatment/Well Site	0.3 Gross Acres;
Lift Station	0.8 Gross Acres;
Right of Way /Landscape Corridors	45.3 Gross Acres.”

b. DELETED SECTION 3.5.19. Section 3.5.19 of the Development Agreement is deleted in its entirety.

c. REVISED SECTION 3.12.4. Section 3.12.4 of the Development Agreement is revised in its entirety to read as follows:

“3.12.4 City-Wide Park Fee. Pursuant to Section 3.17.1.2(i) below, the City-Wide Park Fee set forth in this Section 3.12.4 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit, for Phase E of the Property only. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Specific Plan. As funded by future bond proceeds from Phase E of the Property only, the City-Wide Park Fee, as described in Section 3.12.5 below, including a \$595 per unit credit, shall be \$1,538 per Low Density Residential unit, \$1,070 per Low Density Residential-Active Adult unit, \$1,314 per Medium Density Residential unit, and \$1,090 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. City-Wide park fees paid by Landowner through CFD bond proceeds from Phase E only shall be applied to the construction of improvements to SVSP Parcel KT-50. City-Wide park fees paid by Landowner upon issuance of building permits for Medium Density Residential units on Parcel WB-41 and for thirty (30) High Density Residential units on Parcel WB-31 may be applied by the City to the construction of improvements to any City-Wide park in the City.”

d. REVISED SECTION 3.12.5. Section 3.12.5 of the Development Agreement 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 (the “City-Wide Park In-Lieu Fee”), upon issuance of each residential building permit within the Project, to fund improvements to SVSP Parcel KT-50 or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,206 per Low Density Residential unit, \$838 per Low Density Residential-Active Adult unit, \$1,030 per Medium Density Residential unit, and \$854 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. No City-Wide Park In-Lieu fees shall be collected from the Medium Density Residential units on Parcel WB-41 or thirty (30) High Density Residential units on Parcel WB-31.”

e. REVISED SECTION 3.12.6. Section 3.12.6 of the Development Agreement is revised in its entirety to read as follows:

“3.12.6 Open Space In-Lieu Fee. Landowner is dedicating 36.6 acres of open space, as provided in Section 3.12.11 below, to be credited by City at a 1:5 ratio towards Landowner’s open space dedication requirement for the Project, leaving an open space dedication obligation of 8.2 acres for the Project. Based on a current appraisal valuation of \$135,000 per acre, Landowner, in accordance with

the park financing plan for the Property, shall pay an open space in-lieu fee (the "Open Space In-Lieu Fee"), upon issuance of each residential building permit within the Project, of \$128 per Low Density Residential unit, \$65 per Low Density Residential-Active Adult unit, \$109 per Medium Density Residential unit, and \$90 per High Density Residential unit (but excluding carriage units, which shall not pay Open Space In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. No Open Space In-Lieu fee shall be collected from the Medium Density Residential units on Parcel WB-41 or thirty (30) High Density Residential units on Parcel WB-31."

f. NEW SECTION 3.14.10. Section 3.14.10 is added to read as follows:

"3.14.10. Additional Related Developer Dedication of Property to City. ~~As an additional public benefit in addition to the payment of the Public Benefit Fee pursuant to Section 3.14.3 of the Agreement,~~ Developer shall cause a related entity,  
— West Roseville, LLC, or any successors or assigns, to dedicate to the City a five (5) acre portion of Parcel W-60b  
— in the West Roseville Specific Plan, immediately adjacent to the southern boundary  
— of the City-owned Parcel W-60a in the West Roseville Specific Plan, on the later of  
~~(a)~~ thirty (30) days past the effective date of this Second Amendment, without any legal challenge having been filed against the City's approval of the Second Amendment, or (b) the City's written request to West Roseville, LLC, for the dedication of such five-acre parcel. It is the parties' intent that such dedication occur before June 30, 2022. The City's Guidelines for Conversion of Non-Residential Land Uses policy document provides that any change in non-residential land use to residential land use shall provide a specific public benefit. The dedication of this additional five (5) acres to City adjacent to the planned City sports field complex on Parcel W-60a will allow the City to expand the proposed facilities at the future sports field complex, and City hereby acknowledges that such dedication provides a specific public benefit in full satisfaction of that requirement set forth in City's Guidelines for Conversion of Non-Residential Land Uses policy document, as it relates to Parcel WB-41."

g. REVISED EXHIBITS. The following exhibits attached to the Development Agreement are proposed to be deleted and replaced by new exhibits attached to this Second Amendment as follows:

- Exhibit E ----- Land Use Plan
- Exhibit AA ----- DUE Allocation to Specific Plan Parcels for WRSP Reimbursements

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

3. AMENDMENT. This Second 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 AGREEMENT. This Second 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 the Second 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 \_\_\_\_\_, 2022.

CITY OF ROSEVILLE,  
a municipal corporation

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

ATTEST:

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

LANDOWNER:

WESTPARK S.V. 400, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Jeff Jones  
Manager

PINE ISLAND APARTMENTS, LLC,  
an Indiana limited liability company

APPROVED AS TO FORM:

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

Michelle Sheidenberger  
City Attorney

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

Scott I. Canal  
Manager

APPROVED AS TO SUBSTANCE:

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

Mike Isom  
Development Services Director

## EXHIBIT "A"

### WESTBROOK PARCELS WB-31 AND WB-41

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROSEVILLE, DESCRIBED AS FOLLOWS:

#### PARCEL WB-31

LOT 3, AS SHOWN AND DESIGNATED ON THE MAP ENTITLED "WESTBROOK PHASES 2 & 3", FILED FOR RECORD DECEMBER 8, 2016 IN BOOK DD OF MAPS AT PAGE 79, PLACER COUNTY RECORDS, AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MARCH 21, 2017, AS INSTRUMENT NO. 2017-0020719, OFFICIAL RECORDS.

#### PARCEL WB-41

LOT 4, AS SHOWN AND DESIGNATED ON THE MAP ENTITLED "WESTBROOK PHASES 2 & 3", FILED FOR RECORD DECEMBER 8, 2016 IN BOOK DD OF MAPS AT PAGE 79, PLACER COUNTY RECORDS, AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MARCH 21, 2017, AS INSTRUMENT NO. 2017-0020719, OFFICIAL RECORDS.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

*Paul Ferguson, Jr.*

**Paul Ferguson, Jr., PLS 9265**

License Expiration Date: March 31, 2022

Date: 10/19/2021

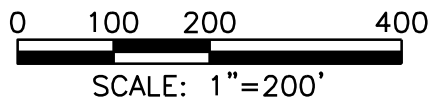
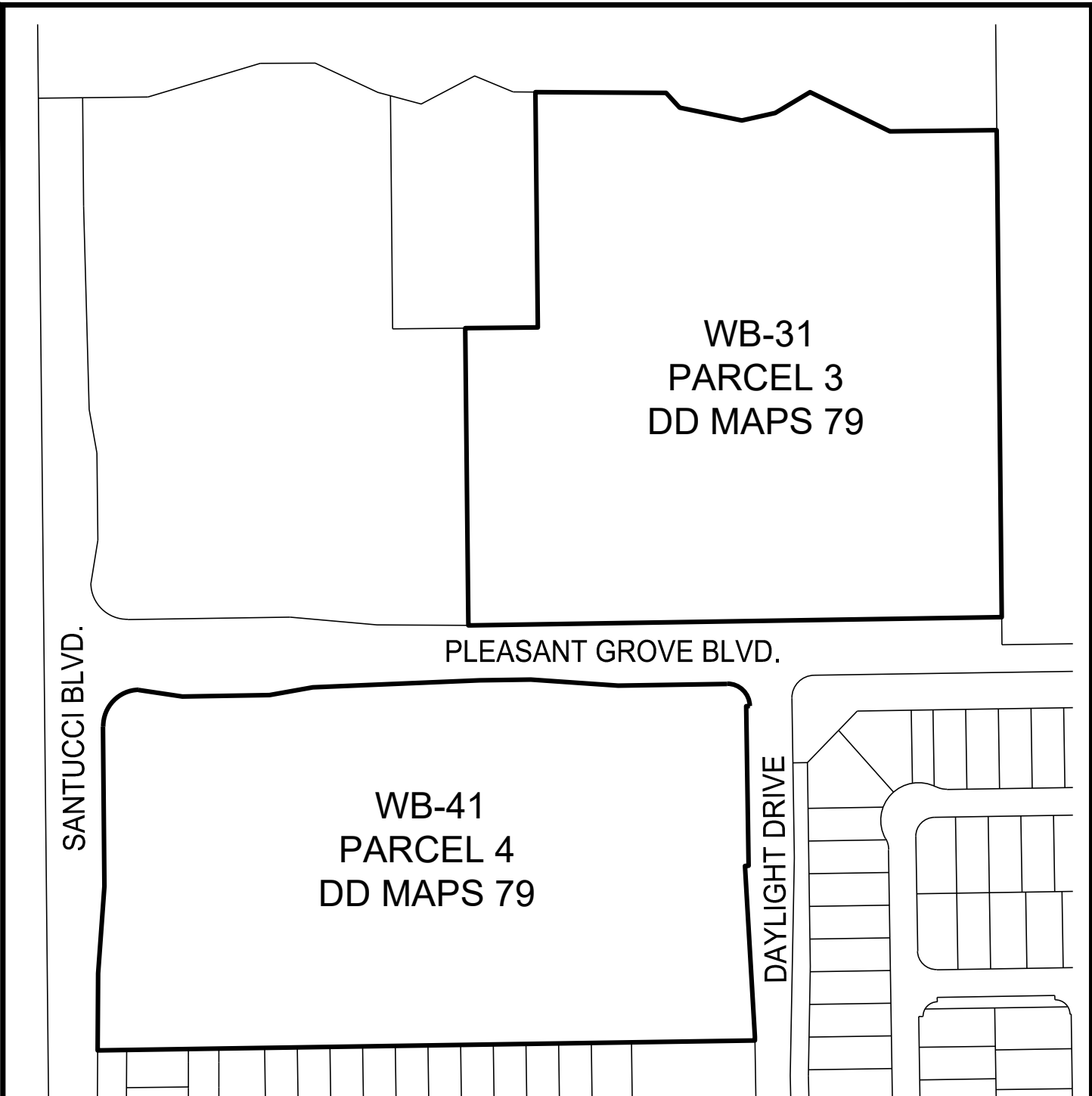


Description prepared by:

**MACKAY & SOMPS CIVIL ENGINEERS, INC**

1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678

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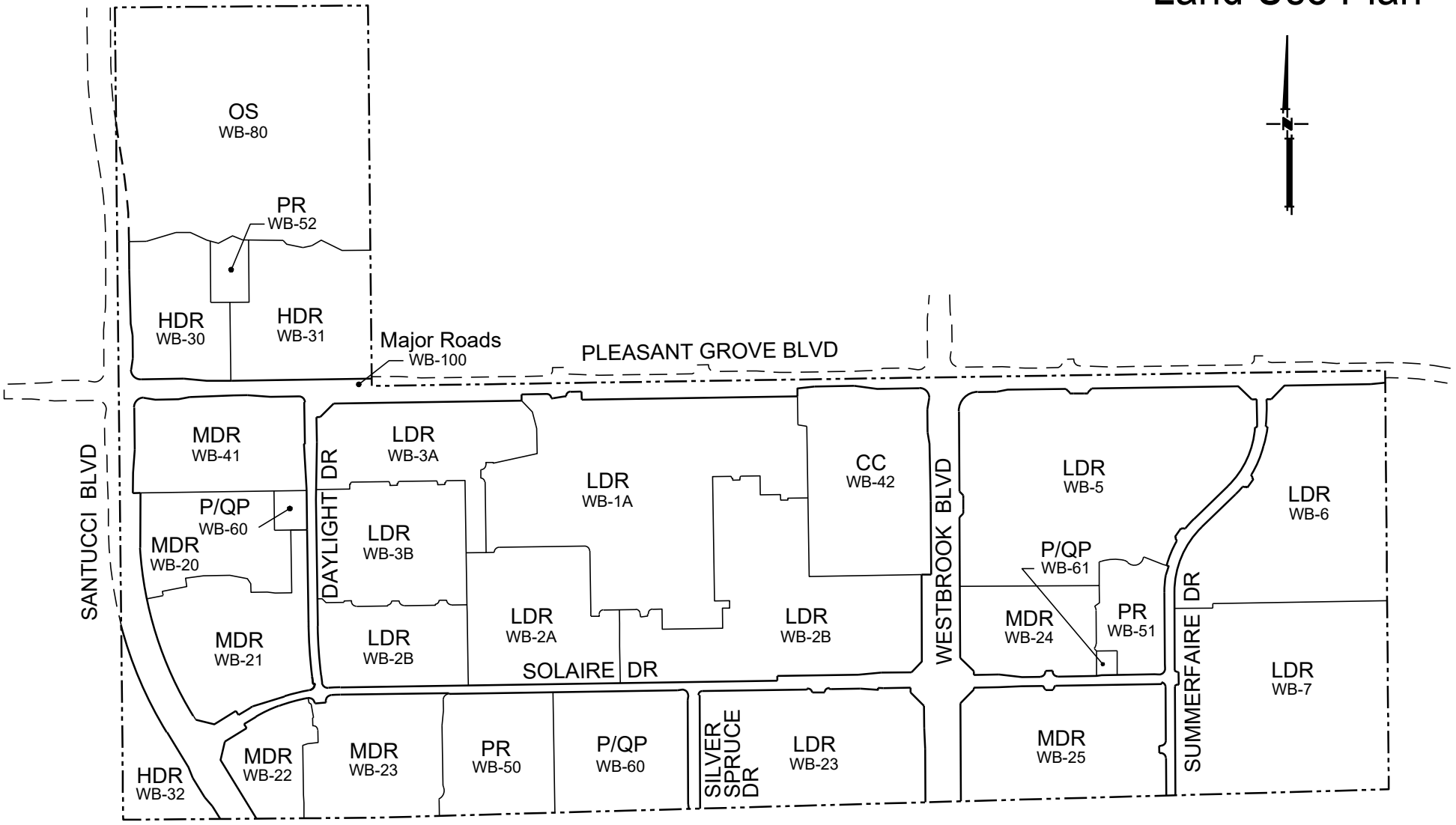
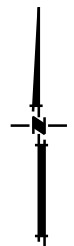


**EXHIBIT "B"**  
**PROPERTY MAP**  
**WESTBROOK**  
 PARCELS WB-31 AND WB-41  
 CITY OF ROSEVILLE  
 COUNTY OF PLACER STATE OF CALIFORNIA

**MACKAY & SOMPS**  
**ENGINEERS PLANNERS SURVEYORS**  
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

BWB	1" = 200'	10/19/2021	18437.WB41
DRAWN BY	SCALE	DATE	JOB NO.

# Exhibit E Land Use Plan



**Westbrook Addition**

		Specific Plan (amended)										
PARCEL	SPECIFIC PLAN LAND USE	ACRES	UNITS	DENSITY	WATER EDUs	% of WB WATER EDUs	SEWER EDUs	% of WB SEWER EDUs	RECYCLED WATER EDUs	% of WB R.W. EDUs	TRAFFIC EDUs	% of WB TRAFFIC EDUs
WB-1A	LDR	31.7	126	4.0	126	7.96%	126	6.37%	126	7.96%	126	6.02%
WB-1B	LDR	22.6	133	5.9	133	8.41%	133	6.73%	133	8.41%	133	6.35%
WB-2A	LDR	11.8	58	4.9	58	3.67%	58	2.93%	58	3.67%	58	2.77%
WB-2B	LDR	7.7	39	5.1	39	2.47%	39	1.97%	39	2.47%	39	1.86%
WB-3A	LDR	11.1	66	5.9	66	4.17%	66	3.34%	66	4.17%	66	3.15%
WB-3B	LDR	10.9	71	6.5	71	4.49%	71	3.59%	71	4.49%	71	3.39%
WB-4	LDR	16.5	100	6.1	100	6.32%	100	5.06%	100	6.32%	100	4.78%
WB-5	LDR	29.9	157	5.3	157	9.92%	157	7.94%	157	9.92%	157	7.50%
WB-6	LDR	21.7	103	4.7	103	6.51%	103	5.21%	103	6.51%	103	4.92%
WB-7	LDR	25.1	145	5.8	145	9.17%	145	7.33%	145	9.17%	145	6.92%
<b>Low Density Residential</b>		<b>189.0</b>	<b>998</b>	<b>5.3</b>	<b>998</b>	<b>63%</b>	<b>998</b>	<b>50%</b>	<b>998</b>	<b>63%</b>	<b>998</b>	<b>48%</b>
WB-20	MDR	8.3	66	8.0	47	2.97%	66	3.34%	47	2.97%	66	3.15%
WB-21	MDR	11.2	81	7.2	58	3.67%	81	4.10%	58	3.67%	81	3.87%
WB-22	MDR	4.6	32	7.0	22	1.39%	32	1.62%	22	1.39%	32	1.53%
WB-23	MDR	9.6	71	7.4	50	3.16%	71	3.59%	50	3.16%	71	3.39%
WB-24	MDR	7.5	53	7.1	37	2.34%	53	2.68%	37	2.34%	53	2.53%
WB-25	MDR	14.3	100	7.0	71	4.49%	100	5.06%	71	4.49%	100	4.78%
WB-41	MDR	10.0	63	6.3	45	2.84%	63	3.19%	45	2.84%	63	3.01%
<b>Medium Density Residential</b>		<b>65.5</b>	<b>466.0</b>	<b>7.1</b>	<b>330</b>	<b>21%</b>	<b>466</b>	<b>24%</b>	<b>330</b>	<b>21%</b>	<b>466</b>	<b>22%</b>
WB-30	HDR	8.1	237	29.3	69	4.36%	162	8.19%	69	4.36%	146	6.97%
WB-31	HDR	11.1	293	26.4	86	5.44%	200	10.12%	86	5.44%	181	8.64%
WB-32	HDR	5.1	128	25.1	37	2.34%	87	4.40%	37	2.34%	79	3.77%
WB-33	HDR	0.0			0	0.00%	0	0.00%	0	0.00%	0	0.00%
<b>High Density Residential</b>		<b>24.3</b>	<b>658</b>	<b>30.0</b>	<b>192</b>	<b>12%</b>	<b>449</b>	<b>23%</b>	<b>192</b>	<b>12%</b>	<b>406</b>	<b>19%</b>
WB-40	CC (CMU)	0.0			0	0.00%	0	0.00%	0	0.00%	0	0.00%
WB-42	CC	14.5			62	3.92%	64	3.24%	62	3.92%	224	10.70%
WB-43	CC	0.0			0	0.00%	0	0.00%	0	0.00%	0	0.00%
<b>Community Commercial</b>		<b>14.5</b>			<b>62</b>	<b>4%</b>	<b>64</b>	<b>3%</b>	<b>62</b>	<b>4%</b>	<b>224</b>	<b>11%</b>
<b>TOTAL</b>		<b>293</b>	<b>2,122</b>	<b>7.2</b>	<b>1,582</b>	<b>100%</b>	<b>1,977</b>	<b>100%</b>	<b>1,582</b>	<b>100%</b>	<b>2,094</b>	<b>100%</b>

Note:

- [1] LDR & MDR based on net acres
- [2] HDR based on gross acres
- [3] One Water EDU = 600 gpd (Based on Table 2-1 of the Westbrook Potable Water Master Plan, March 2011). LDR = 600 gpd/DU, MDR = 430 gpd/DU, HDR = 177 gpd/DU, and CC = 2,598 gpd/acre
- [4] One Sewer EDU = 190 gpd (Based on Table 1 of the Westbrook Sanitary Sewer Master Plan, 24 Aug 2011). LDR = 190 gpd/DU, MDR = 190 gpd/DU, HDR = 130 gpd/DU, and CC = 850 gpd/acre
- [5] One Water EDU = 600 gpd (Based on Table 2-1 of the Westbrook Potable Water Master Plan, March 2011). LDR = 600 gpd/DU, MDR = 430 gpd/DU, HDR = 177 gpd/DU, and CC = 2,598 gpd/acre
- [6] Trip factor from City Traffic Mitigation Fee Study