

**THIRD AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC,
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN
(Parcels WB-30, WB-32, and WB-52)**

This Third Amendment of Development Agreement is entered into this _____ day of _____, 2023, by and between the CITY OF ROSEVILLE, a municipal corporation (“City”), and PINE ISLAND APARTMENTS, LLC, an Indiana limited liability company (“Pine Island” or “Landowner”), as successor in interest to WESTPARK S.V. 400, LLC, a California limited liability company (“Westpark”), 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.

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. On February 2, 2022, City approved the Second Amendment to the Development Agreement (the “Second Amendment”) relative to development within a portion of the SVSP, as more precisely defined in Exhibits “A” and “B” attached to the

Second Amendment, which was recorded on March 10, 2022, as Document No. 2022-0021197-00, in the Official Records of Placer County.

E. This Third Amendment to the Development Agreement (the “Third Amendment”) affects a certain portion of the Property commonly known as SVSP Parcels WB-30, WB-32 and WB-52 (the “Third Amendment Property”), as described in Exhibit “A” and as shown in Exhibit “B” attached to this Third Amendment. This Third Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

F. Concurrent with its consideration of this Third Amendment, City is processing (1) a General Plan Amendment (Reso. No. 23-____), Specific Plan Amendment (Reso. No. 23-____), and a Rezone (Ordinance No. _____) to re-designate and rezone Parcel WB-52 from Park to High Density Residential land use, (2) a fifty percent (50%) density bonus to allow development of an increase in High Density Residential units from the allocated 237 units assigned to Parcel WB-30 to a total of 355 units on Parcel WB-30, with a concurrent increase in the affordable housing obligation on Parcel WB-30 from 237 units affordable to low and very-low income households to 355 units affordable to low income households, and (3) a fifty percent (50%) density bonus to allow development of an increase in High Density Residential units from the allocated 128 units assigned to Parcel WB-32 to a total of 192 units on Parcel WB-32, with a concurrent increase in the affordable housing obligation on Parcel WB-32 from 128 units affordable to low and very-low income households to 192 units affordable to low income households. City and Landowner enter into this Third Amendment in order to provide consistency with and to vest these land use approvals.

G. The Third 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	466 units on 67.3 Net Acres;

High Density Residential	658* units on <u>25.824.3</u> Gross Acres;
Community Commercial	14.5 Gross Acres;
Community Commercial/Commercial Mixed Use	0 Gross Acres;
Park	<u>13.24.7</u> 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."

*Parcel WB-30 includes 237 allocated HDR units, plus a density bonus of 118 HDR units, and Parcel WB-32 includes 128 allocated HDR units, plus a density bonus of 64 HDR units."

b. REVISED SECTION 2.6.2. Section 2.6.2 of the Development Agreement is revised in its entirety to read as follows:

"2.6.2. Multi Family Affordable Rental Units. Landowner agrees that ~~five hundred and forty-seven (547) affordable rental units for low income households three hundred and sixty five (365) affordable rental units, including one hundred and sixty two (162) affordable rental units transferred from Parcel W-16 in the West Roseville Specific Plan, and forty one (41) middle income purchase units transferred from Parcels WB-20 and WB-21,~~ will be reserved within the Property, ~~consisting of one hundred and four (104) units for rental to very low income households and two hundred and sixty one (261) units for rental to low income households,~~ as follows:

Parcel	Total Units in Parcel <u>incl. density bonus</u>	Low Income Rental Units	Very Low Income Units
WB-30	<u>355</u> 237	<u>355</u> 169	<u>0</u> 68
WB-32	<u>192</u> 128	<u>192</u>	<u>360</u>
TOTAL	<u>547</u> 365	<u>547</u> 261	<u>0</u> 104

c. NEW SECTION 2.6.2.5. Section 2.6.2.5 is added to the Development Agreement to read as follows:

"2.6.2.5 Welfare Exemption. City acknowledges that if Landowner undertakes the affordable projects on Parcels WB-30 and/or WB-32, Landowner intends to obtain the welfare exemption from property taxes afforded under Section 214, subdivision (g), of the California Revenue and Taxation Code (the "Welfare Exemption"). Nothing in this Agreement shall prohibit Landowner from obtaining such Welfare Exemption, and

the City agrees to provide all reasonable support and cooperation to Landowner in securing the Welfare Exemption.”

d. REVISED SECTION 3.12.1. Section 3.12.1 of the Development Agreement is revised in its entirety to read as follows:

“3.12.1 Park and Open Space Dedications. Landowner shall dedicate to City a total of ~~13.214.6~~ acres of active neighborhood parkland, and 36.6 acres of open space. The following ~~two~~^{three} parcels, and one open space parcel, shall be dedicated to City as described below and shown in Exhibit “V”:

1. An 8.7-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel WB-50;
2. A 4.4-acre, more or less, portion of the Property, for the purpose of a public park, shown as Parcel WB-51; and
- ~~3. A 1.5-acre, more or less, portion of the Property, for the purpose of a public park, shown as Parcel WB-52; and~~
34. A 36.6-acre, more or less, portion of the Property, for the purposes, of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel WB-80;

Landowner shall dedicate any park lands and open space Parcels within the Property provided that the Large Lot Final Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, bike trail grading, open space perimeter fencing, as may be required by the 404 Permit, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. Dedication of Preserve parcels shall be in accordance with Section 3.12.11.1 and the City’s Open Space Preserve Overarching Management Plan. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.”

e. NEW SECTION 3.12.3.2. Section 3.12.3.2 is added to the Development Agreement to read as follows:

“3.12.3.2. Neighborhood Park In-Lieu Fee. In accordance with the

revised park financing plan for the Property stemming from the re-designation of Parcel WB-52 from Park to a High Density Residential land use, Landowner, in addition to paying the Neighborhood Park Fee provided for in Section 3.12.3 above, shall pay a one-time neighborhood park in-lieu fee for Parcel WB-31 (the “Neighborhood Park In-Lieu Fee”), upon the issuance of each residential building permit within Parcel WB-31, to provide additional funding for neighborhood park improvements in the Plan Area, provided that the first building permit for development on Parcel WB-31 is issued by January 15, 2028. Such Neighborhood Park In-Lieu Fee shall total \$510,000 collectively for the 293 High Density Residential units allocated to Parcel WB-31, and, if paid by each building permit on Parcel WB-31 as provided for herein, shall be \$1,740.61 per High Density Residential unit on Parcel WB-31 (but excluding carriage units, which shall not pay Neighborhood Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. If the first building permit for development on Parcel WB-31 is not issued by January 15, 2028, then Landowner, instead of paying the per-building permit Neighborhood Park In-Lieu Fee provided for in this Section 3.12.3.2, shall pay lump sum payments of \$170,000 on January 31, 2028, June 30, 2028, and January 15, 2029, with each payment subject to annual adjustment on July 1, based on the percentage change in the CCI. In any event, the full Neighborhood Park In-Lieu Fee amount of \$510,000, subject to the annual CCI adjustment, shall be paid in full by January 15, 2029.”

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

Exhibit C	-----	Annexation Area and Plan Area (Parcel WB-52 land use)
Exhibit E	-----	Land Use Plan (Parcel WB-52 land use)
Exhibit F	-----	Affordable Housing Sites (Parcel WB-52 land use)
Exhibit G	-----	Phasing Plan (Parcel WB-52 land use)
Exhibit H	-----	Road Improvements (Parcel WB-52 land use)
Exhibit I	-----	Traffic Signals (Parcel WB-52 land use)
Exhibit J	-----	Sewer Facilities (Parcel WB-52 land use)
Exhibit K-1	-----	Wastewater Facilities for Reimb. (Parcel WB-52 land use)
Exhibit L	-----	Groundwater Well (Parcel WB-52 land use)
Exhibit N	-----	Water Facilities (Parcel WB-52 land use)
Exhibit P	-----	Recycled Water Facilities (Parcel WB-52 land use)
Exhibit Q	-----	Recycled Water Facilities for Reimb. (Parcel WB-52 land use)
Exhibit S	-----	Post Develop. 100 Year Floodplain (Parcel WB-52 land use)
Exhibit T	-----	Electric Utility Improvements (Parcel WB-52 land use)
Exhibit U	-----	60kV Easement Area (Parcel WB-52 land use)
Exhibit V	-----	Parks and Open Space (Parcel WB-52 land use)
Exhibit W	-----	Parks Financing Plan
Exhibit X	-----	Bikeway Master Plan (Parcel WB-52 land use)

Exhibit Y ----- Open Space Preserve Areas (Parcel WB-52 land use)

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

3. AMENDMENT. This Third 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 Third 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 Third 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 _____, 2023.

CITY OF ROSEVILLE,
a municipal corporation

LANDOWNER:

PINE ISLAND APARTMENTS, LLC
an Indiana limited liability company

By: _____
Dominick Casey
City Manager

By: _____
Scott I. Canel
Manager

ATTEST:

By: _____
Carmen Avalos
City Clerk

APPROVED AS TO FORM:

By: _____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____

Mike Isom

Development Services Director

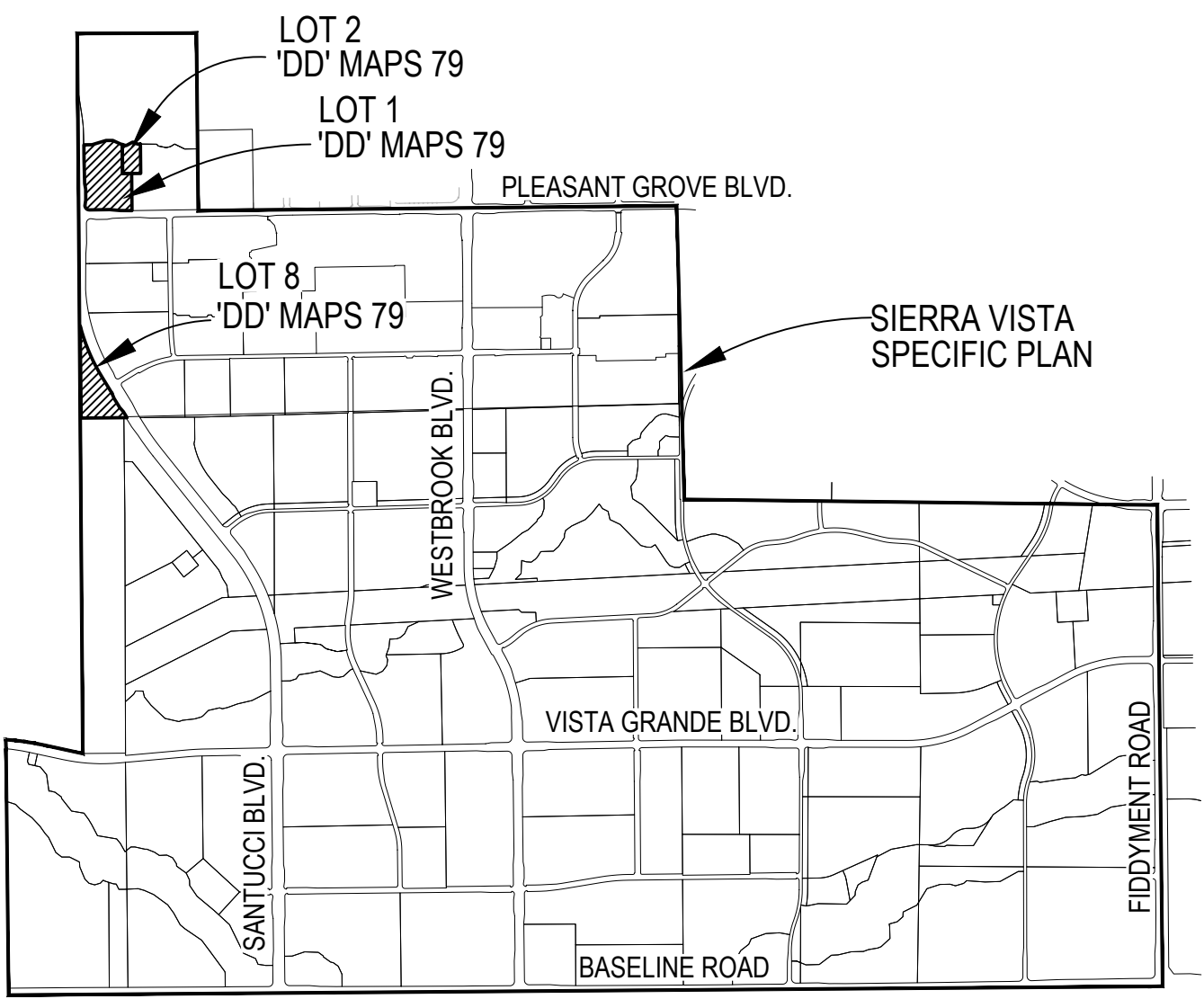
EXHIBIT "A"
LEGAL DESCRIPTION of PARCELS
WB-30, WB-32, AND WB-52
THIRD AMENDMENT PROPERTY

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

Lots 1 and 2 as said lots are shown and so designated on that certain final map entitled "Westbrook Phases 2 & 3, filed in Book DD of Maps, Page 79, Placer County Records and amended by Certificate of Correction recorded March 21, 2017, as Instrument No. 2017-0020719, Official Records.

Together with,

Lot 8 as said lot is shown and so designated on that certain final map entitled "Westbrook Phases 2 & 3, filed in Book DD of Maps, Page 79, Placer County Records and amended by Certificate of Correction recorded March 21, 2017, as Instrument No. 2017-0020719, Official Records.



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EXHIBIT 'B'
DIAGRAM OF THE
THIRD AMENDMENT PROPERTY

3rd AMENDMENT TO DEVELOPMENT AGREEMENT
SIERRA VISTA SPECIFIC PLAN
JULY 2023

AREA OF AMENDMENT

Exhibit C

Annexation Area & Plan Area



NORTH

0 0.25 0.5 Mile

Major Roads
WB-100

PLEASANT GROVE BOULEVARD

HDR WB-30 HDR WB-31

CC WB-41 LDR WB-3A LDR WB-1A CC WB-42

P/QP (LS) WB-6 LDR WB-3B LDR WB-18

MDR WB-20 LDR WB-2B LDR WB-2A LDR WB-1C

MDR WB-21 SOLAIRE DRIVE

HDR WB-32 MDR WB-22 MDR WB-23 PR WB-50 P/QP (ES) WB-60

MDR CO-20 MDR CO-21 LDR CO-1 LDR FD-1

OS CO-70 OS CO-71 OS FD-70 PR FD-50 OS FD-71

LDR CO-2A MDR CO-22 LDR FD-2 POP FD-21 POP FD-61

UR UR-92 PR CO-50 LDR CO-2B CC CO-40 OS FD-82B OS FD-82A

OS CO-80 OS FD-80 OS FD-81 PR FD-52 POP(FS) FD-64 LDR FD-9

OS CO-81 MDR FD-23 LDR FD-8A LDR FD-8B LDR FD-10

LDR CO-3 POP KT-60 LDR KT-1A LDR KT-1B MDR KT-20

OS KT-80A OS KT-80B PR KT-51 MDR KT-21A POP (ES) KT-61 LDR KT-2

PR KT-50 CC (CMU) KT40A CC (CMU) KT40B HDR KT-30

OS KT-81 MDR KT-21B PR KT-52 LDR KT-3A LDR KT-4

OS DF-70 OS DF-71 OS DF-72 OS DF-73 OS DF-74

OS DF-75 OS DF-76 OS DF-77 MDR FD-24 PR JM-50 POP (Well) JM-60 PR JM-51 LDR JM-2B

OS DF-78 OS DF-79 OS DF-80 OS DF-81 OS DF-82

OS DF-83 OS DF-84 OS DF-85 OS DF-86 OS DF-87

OS DF-88 OS DF-89 OS DF-90 OS DF-91 OS DF-92

OS DF-93 OS DF-94 OS DF-95 OS DF-96 OS DF-97

OS DF-98 OS DF-99 OS DF-100 OS DF-101 OS DF-102

OS DF-103 OS DF-104 OS DF-105 OS DF-106 OS DF-107

OS DF-108 OS DF-109 OS DF-110 OS DF-111 OS DF-112

LDR WB-5A LDR WB-5B LDR WB-6

P/QP (well) WB-61 PR WB-51 LDR WB-7A

MDR WB-24 MDR WB-25 LDR WB-7B

HDR FD-30 MDR FD-22 OS FD-73 OS FD-74 OS FD-75

HDR FD-31 OS FD-72 OS FD-74 OS FD-75

LDR FD-3 OS OS FD-83 OS FD-84 OS FD-85

LDR FD-4 OS FD-86 OS FD-87 OS FD-88 OS FD-89

LDR FD-5 OS FD-90 OS FD-91 OS FD-92 OS FD-93

LDR FD-6 OS FD-94 OS FD-95 OS FD-96 OS FD-97

LDR FD-7 OS FD-98 OS FD-99 OS FD-100 OS FD-101

LDR JM-1 OS JM-71 OS JM-72 OS JM-73 OS JM-74

LDR JM-2 OS JM-75 OS JM-76 OS JM-77 OS JM-78

LDR JM-3 OS JM-79 OS JM-80 OS JM-81 OS JM-82

LDR JM-4 OS JM-83 OS JM-84 OS JM-85 OS JM-86

LDR JM-5 OS JM-87 OS JM-88 OS JM-89 OS JM-90

LDR JM-6 OS JM-91 OS JM-92 OS JM-93 OS JM-94

LDR JM-7 OS JM-95 OS JM-96 OS JM-97 OS JM-98

LDR JM-8 OS JM-99 OS JM-100 OS JM-101 OS JM-102

LDR JM-9 OS JM-103 OS JM-104 OS JM-105 OS JM-106

LDR JM-10 OS JM-107 OS JM-108 OS JM-109 OS JM-110

LDR JM-11 OS JM-111 OS JM-112 OS JM-113 OS JM-114

LDR JM-12 OS JM-115 OS JM-116 OS JM-117 OS JM-118

LDR JM-13 OS JM-119 OS JM-120 OS JM-121 OS JM-122

LDR JM-14 OS JM-123 OS JM-124 OS JM-125 OS JM-126

LDR JM-15 OS JM-127 OS JM-128 OS JM-129 OS JM-130

DAYLIGHT DRIVE WESTBROOK BLVD

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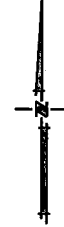
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FIDDYMENT ROAD

Exhibit C

BASELINE ROAD

Exhibit E
Land Use Plan

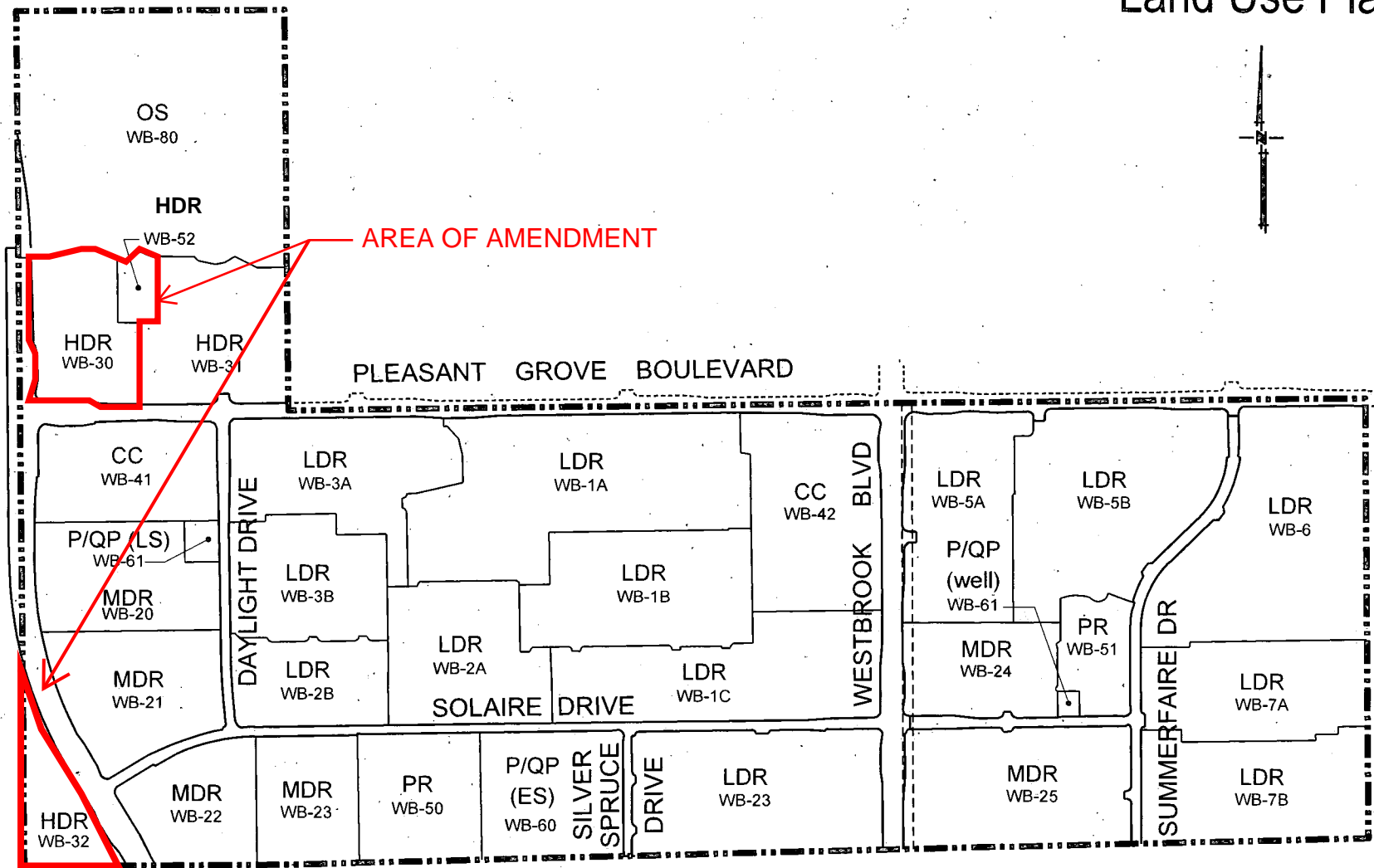


Exhibit F Affordable Housing Sites

LEGEND

 AFFORDABLE HOUSING SITE

(as defined in the approved Specific Plan Amendment and Development Agreement)

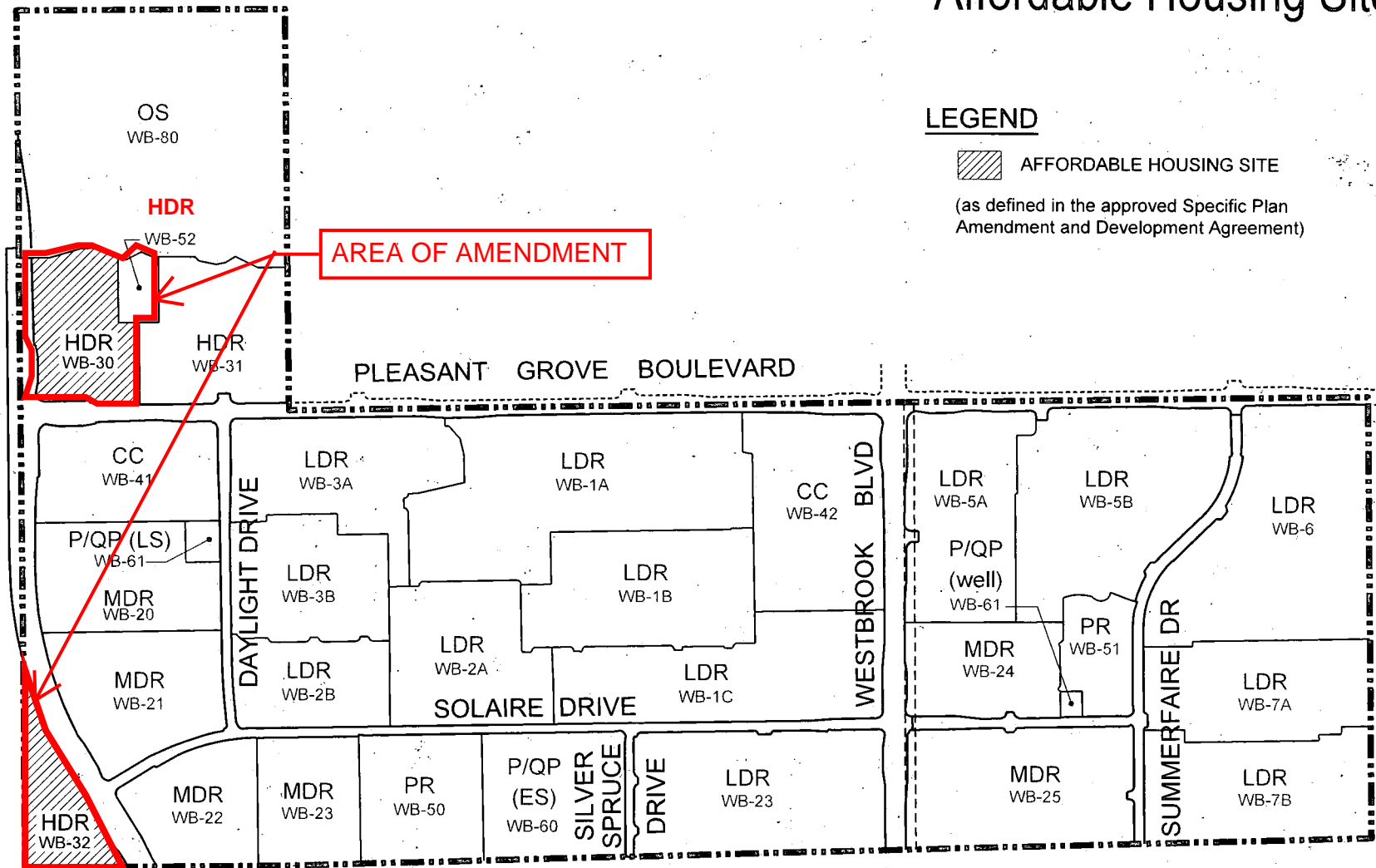
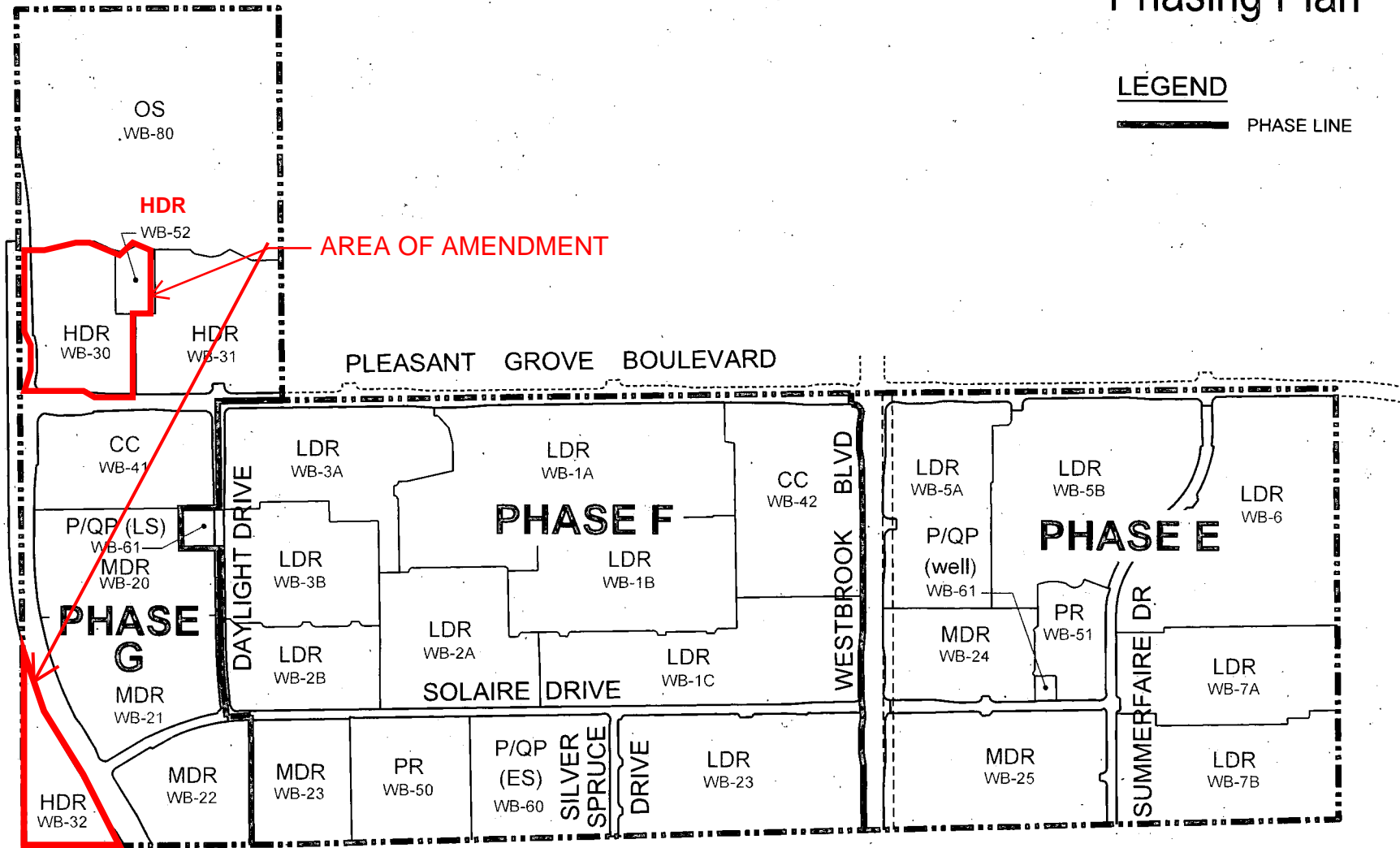
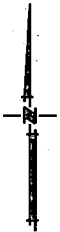


Exhibit G
Phasing Plan

LEGEND


 PHASE LINE



19

Exhibit H Road Improvements

LEGEND

-  4, 6 or 8 LANE ARTERIAL STREET
-  PRIMARY RESIDENTIAL
(may be part of a Tentative Map in-tract improvement)

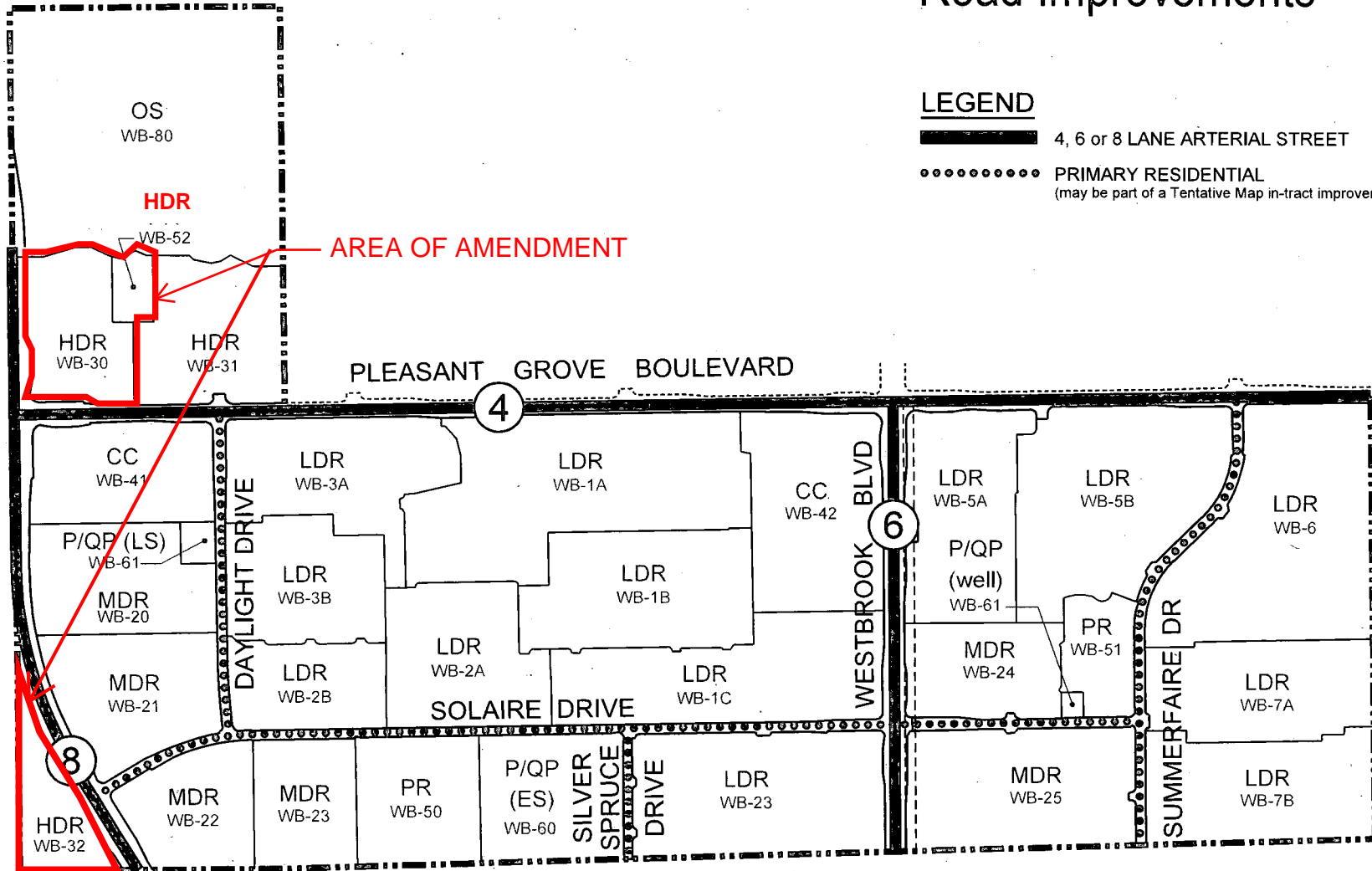


Exhibit I Traffic Signals

LEGEND

● TRAFFIC SIGNAL (financed by TMF)

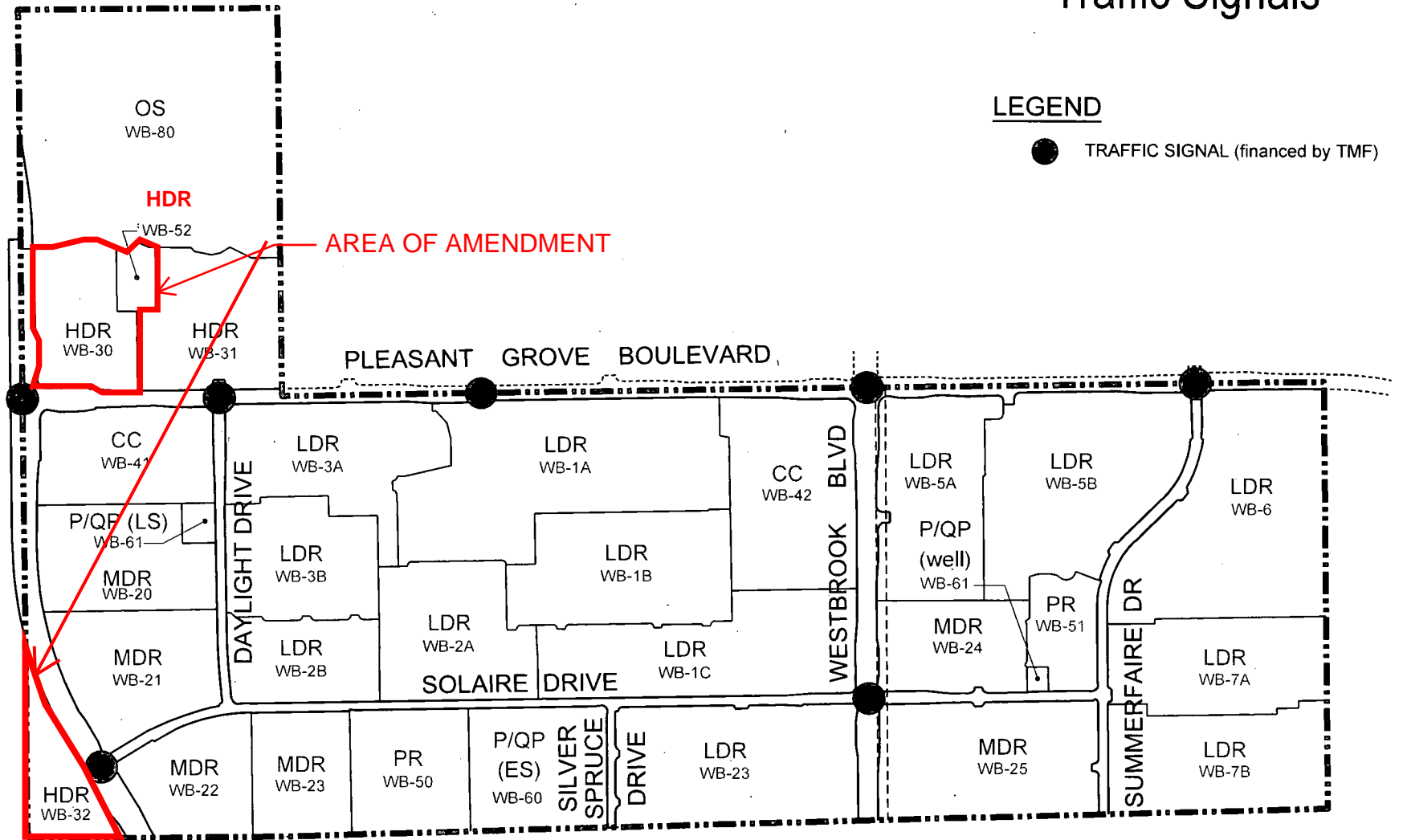


Exhibit J Sewer Facilities

LEGEND

- SEWER MANHOLE
- 12" S GRAVITY SEWER PIPE (with size)
- SEWER LIFT STATION
- FM SEWER FORCE MAIN
- ▭ DIRECTION OF FLOW
- P.O.C. POINT OF CONNECTION

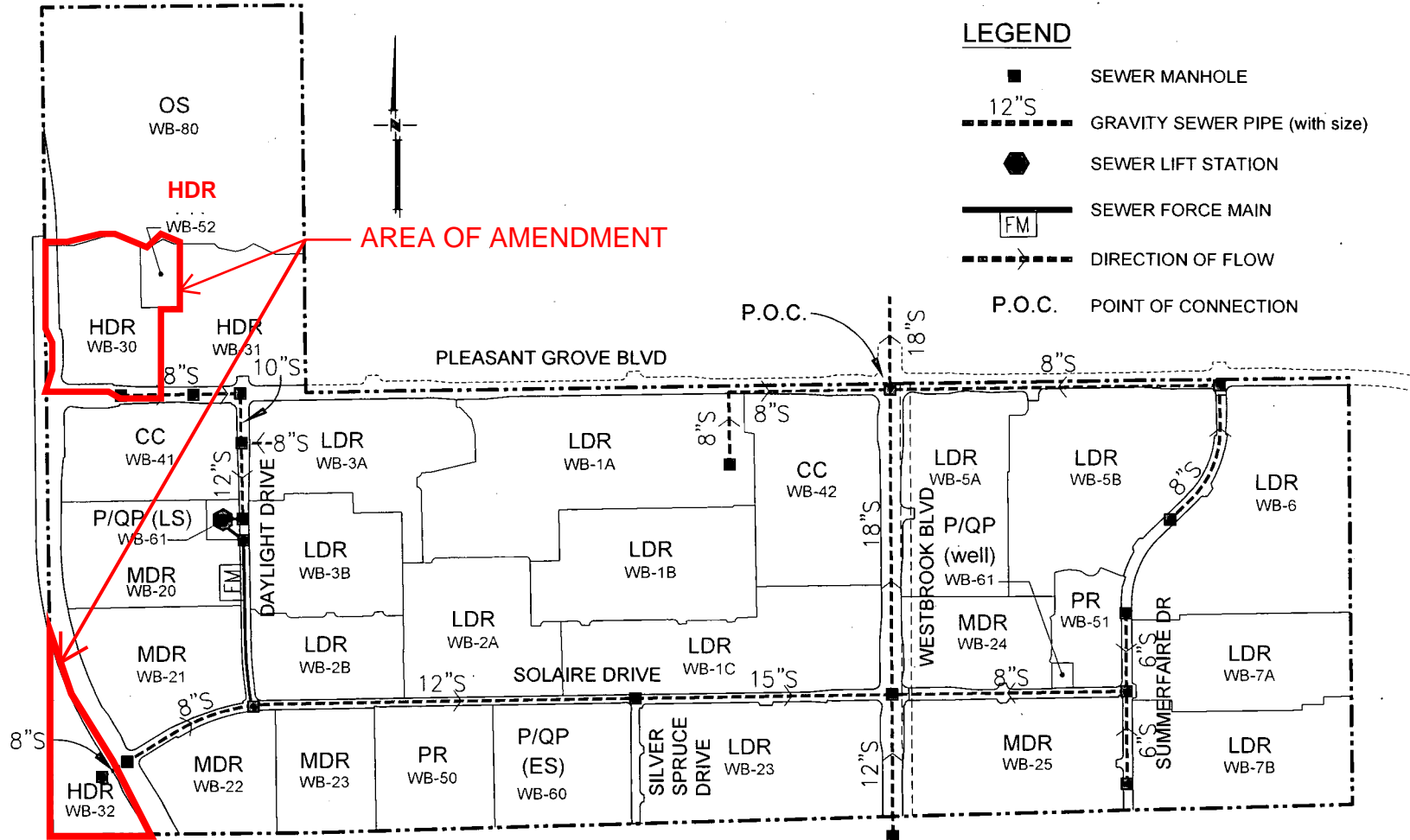


Exhibit L
Groundwater Well

LEGEND

● GROUNDWATER WELL

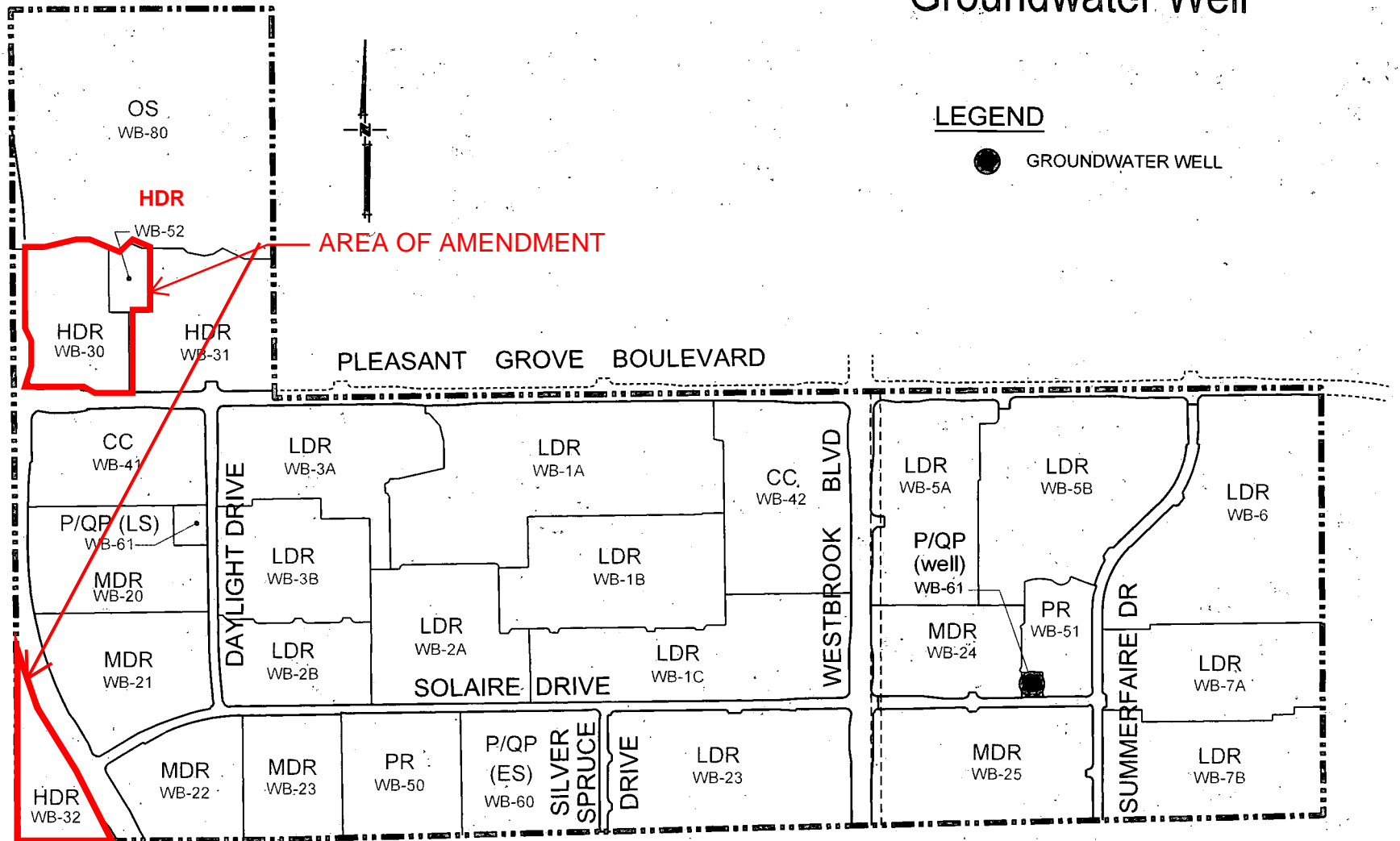





Exhibit N Water Facilities

LEGEND

-  12"W WATER PIPELINE (with size)
-  WELL SITE
-  POTABLE WATER INFRASTRUCTURE FACILITY
- P.O.C. POINT OF CONNECTION

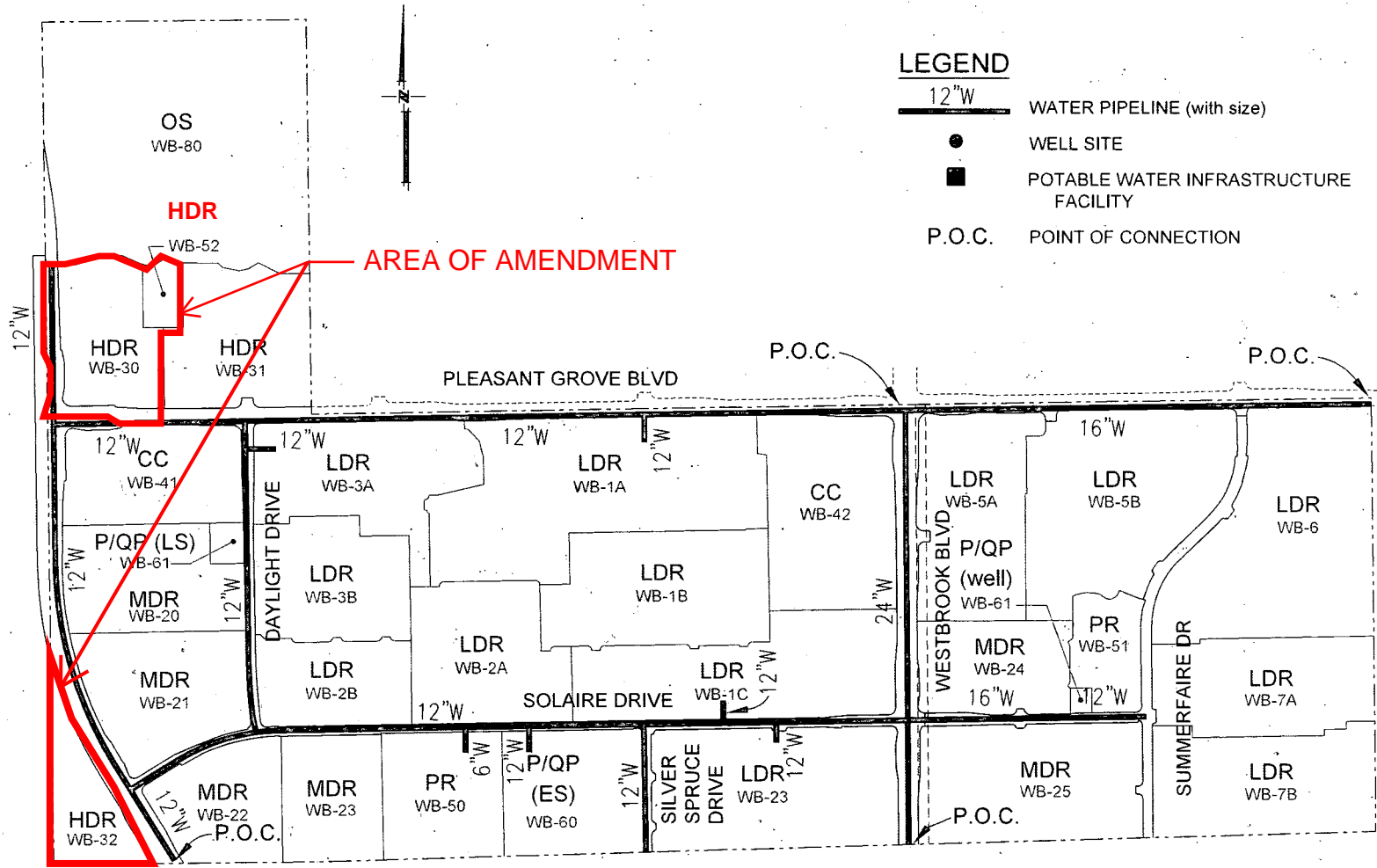


Exhibit N

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Exhibit P Recycled Water Facilities

LEGEND

———— RECYCLED WATER PIPELINE (with size)

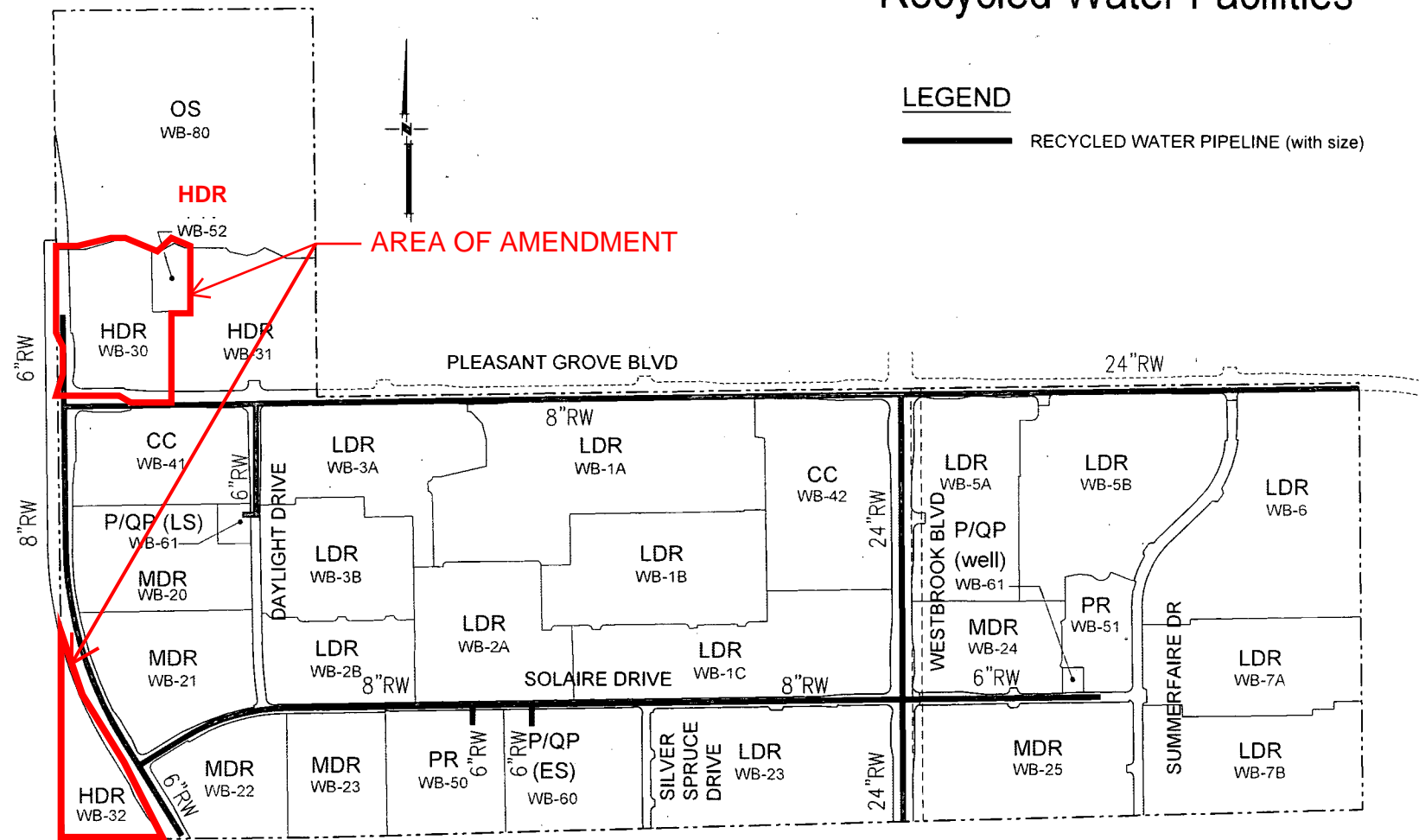


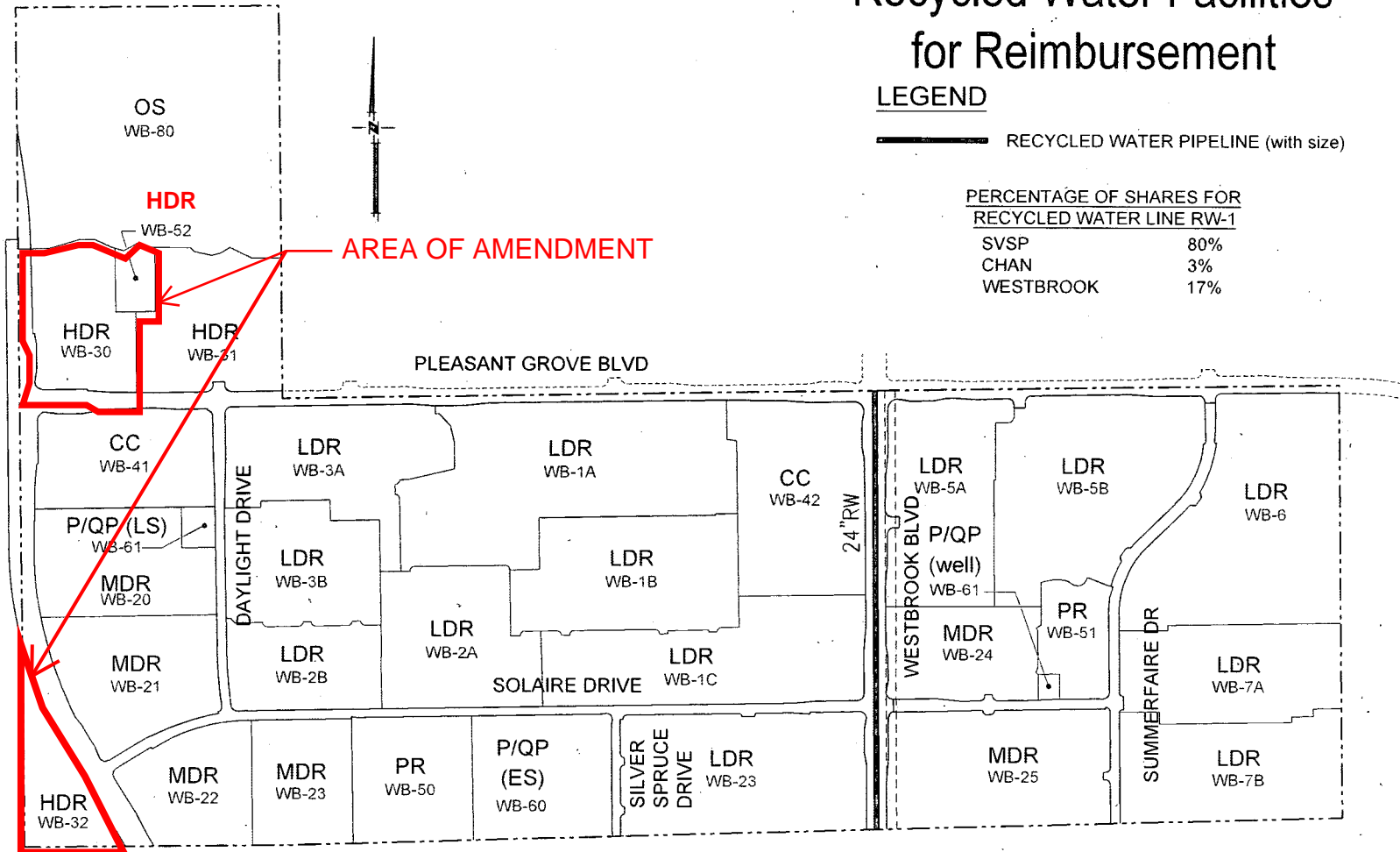
Exhibit Q Recycled Water Facilities for Reimbursement

LEGEND

RECYCLED WATER PIPELINE (with size)

PERCENTAGE OF SHARES FOR RECYCLED WATER LINE RW-1

SVSP	80%
CHAN	3%
WESTBROOK	17%



AREA OF AMENDMENT

Exhibit R Storm Drainage Facilities

LEGEND

— 24"D — STORM DRAIN PIPE (with size)

— STORM DRAIN OUTFALL

Note: All sizing of drainage facilities is conceptual and will be finalized with Improvement Plans. Conspan sizing as shown or equivalent culvert.

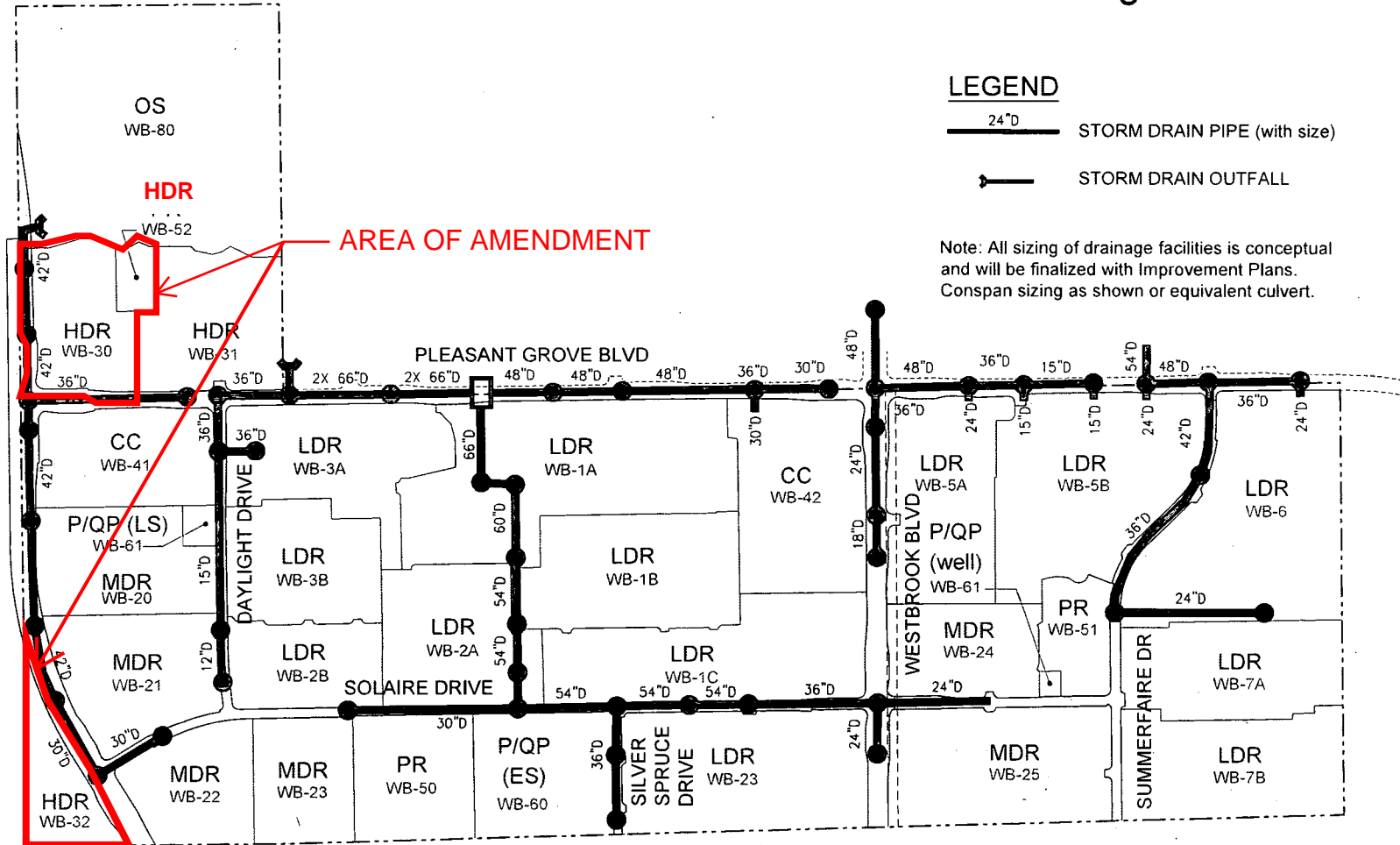


Exhibit S Post Development 100 Year Floodplain

LEGEND

 Post Development 100 Year Floodplain

(Source: Civil Engineering Solutions, Inc., January, 2010.)

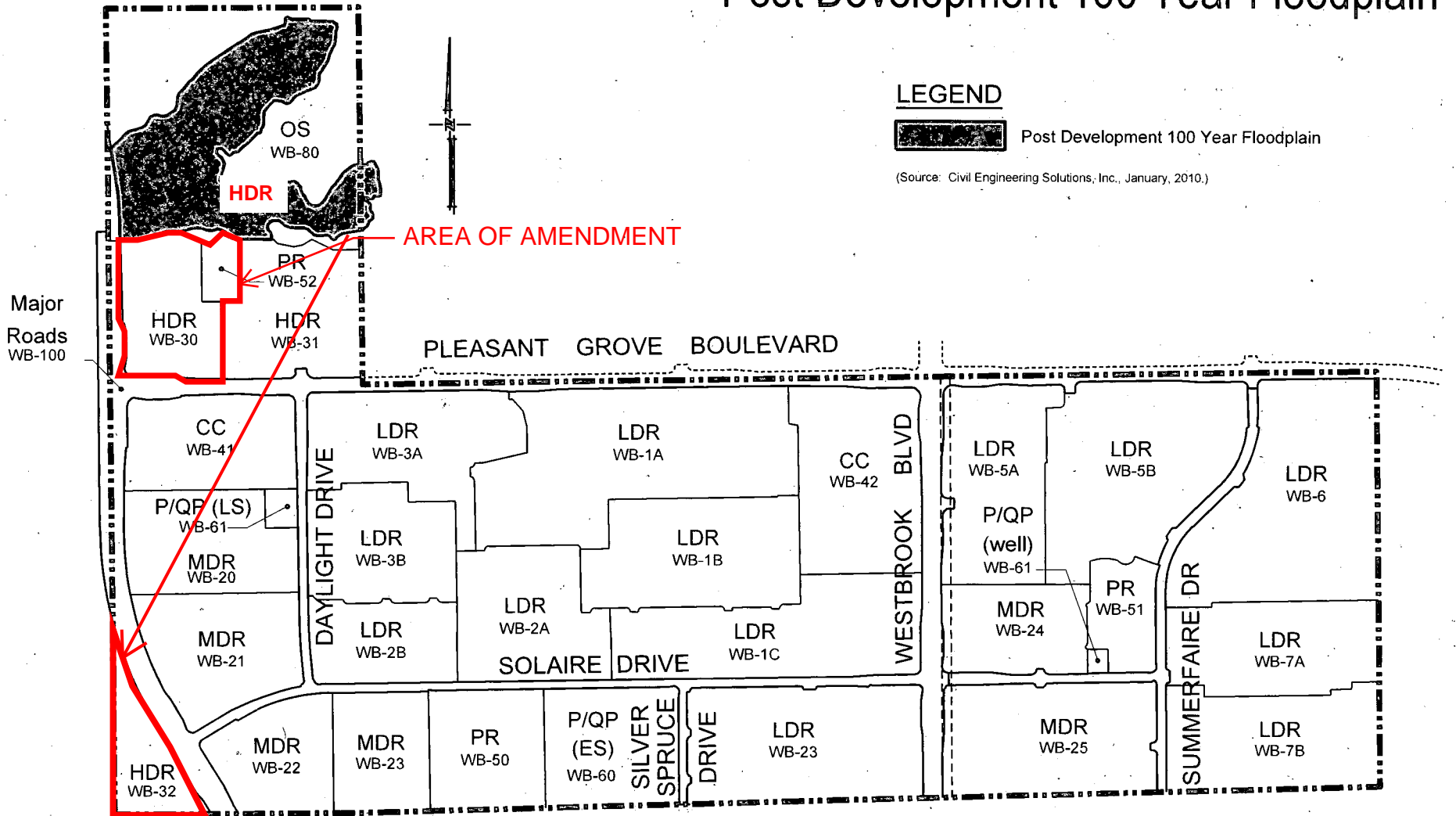
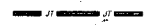




Exhibit T Electric Utility Improvements

LEGEND

-  PROPOSED JOINT TRENCH
-  EXISTING 60KV TRANSMISSION LINE
-  FUTURE 60KV TRANSMISSION LINE

(Source: Capitol Utility Specialists, Inc.)

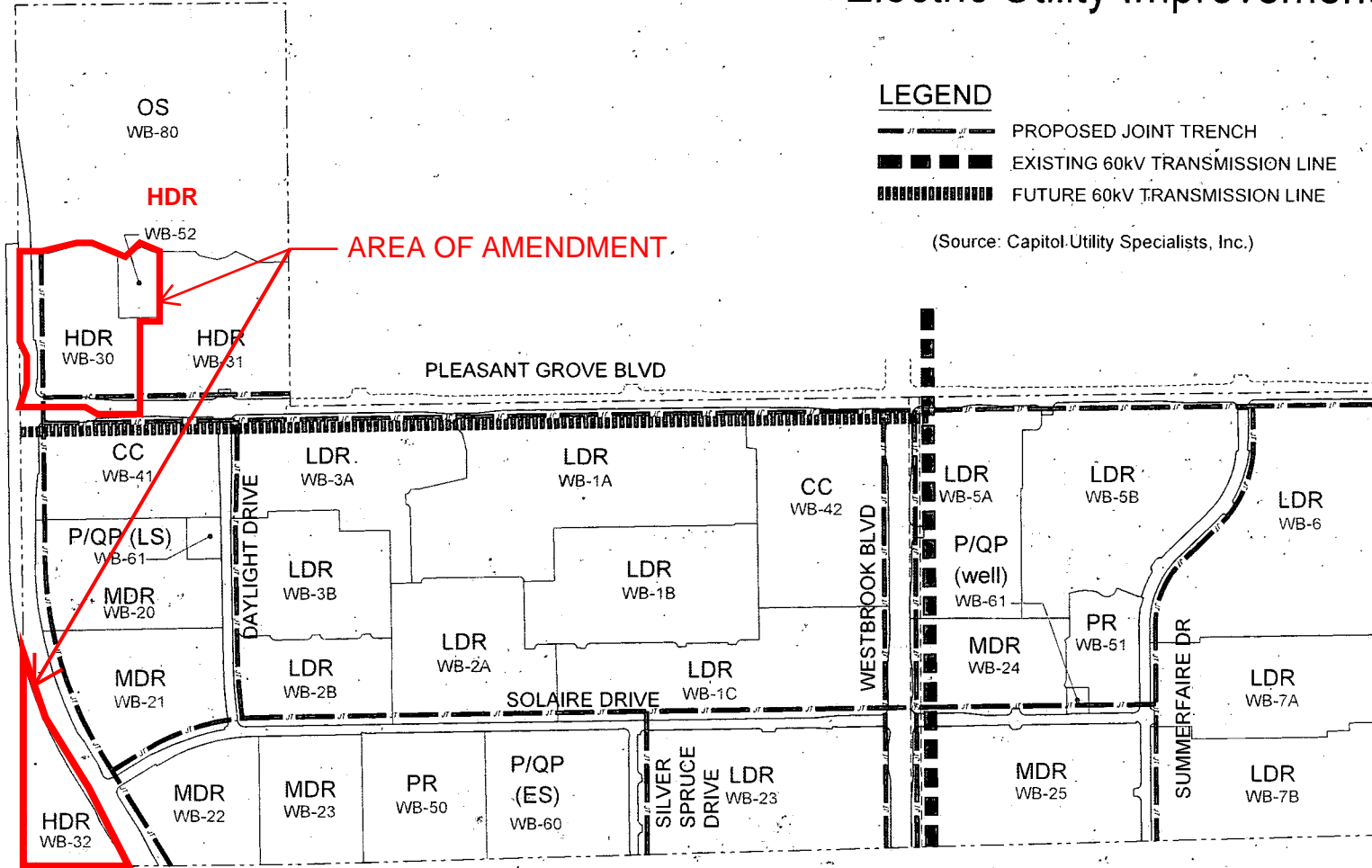


Exhibit U 60kV Easement Area

LEGEND

- ■ ■ ■ ■ Existing 50' 60kV Easement
- ▤ ▤ ▤ ▤ ▤ Future 35' 60kV Easement

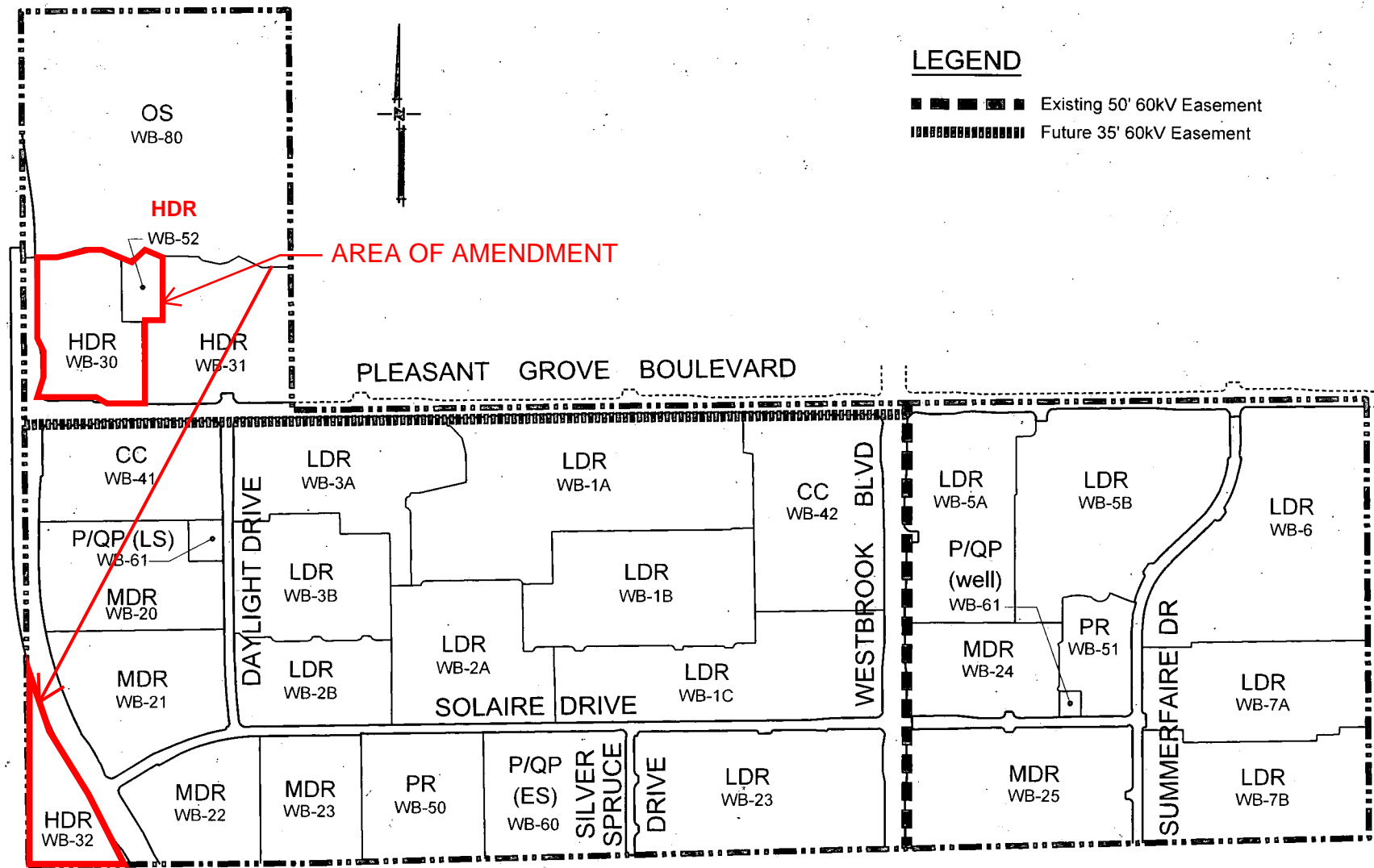
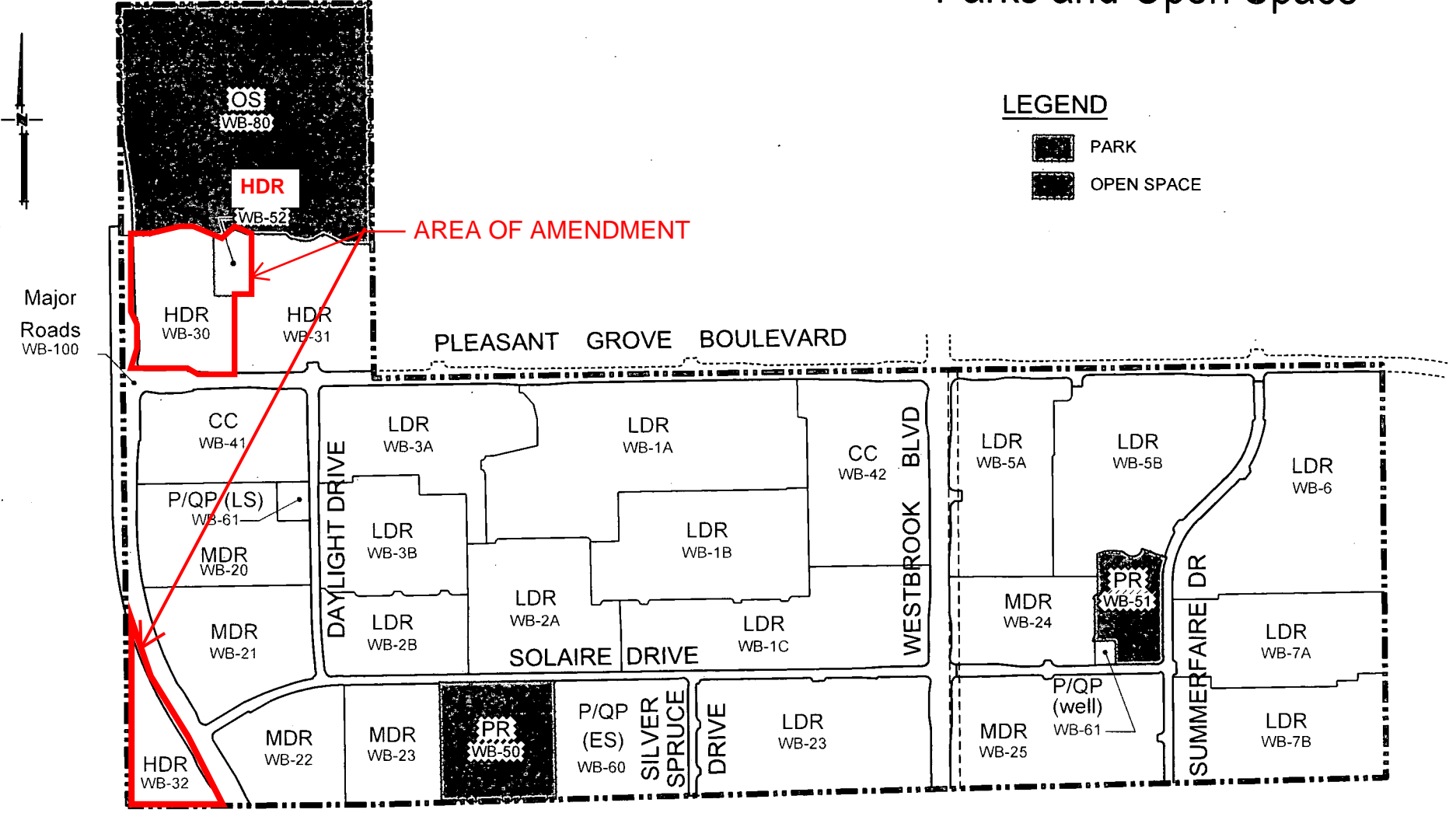


Exhibit V Parks and Open Space



LEGEND

- PARK
- OPEN SPACE

Chapter 9: Parks and Recreation

The City of Roseville's Parks and Recreation Master Plan requires a ratio of 9 acres of parkland per 1,000 residents. The 9 acres of parkland includes; 3 acres/1,000 residents for neighborhood/community parks, 3 acres/1,000 residents for citywide parks, and 3 acres/1,000 residents for open space. For Westbrook, this generates a requirement to provide 14.6 acres in each of these categories.

The parks program developed for Westbrook includes 14.6 acres of neighborhood parks, no citywide park, and 7.3 acres of credited open space. The project meets the neighborhood park dedication requirement with 14.6 acres. The project will pay a Citywide Park in-lieu fee for 14.6 acres of parkland that is required by the parks Master Plan, and an open space in-lieu fee for 7.3 acres (the shortfall between required and credited open space). This project will not have a citywide park in the plan, but through the in-lieu fee and the citywide park fee, it will contribute to the creation of other planned facilities in the City. **Table 9-1** shows the required park acreage under the City's current Master Plan and project population assumptions. The City will be responsible for the construction of all the parks.

Three neighborhood parks have been distributed throughout the project to maximize efficiency and need. **Map 2-1** shows the location of the neighborhood parks in the Westbrook project.

Parks Improvements

Facility Costs

Table 9-2 shows the total estimated park facility costs. The neighborhood parks program costs are estimated at roughly \$3.0 million. The cost of the parks and recreation facilities include, but are not limited to, the following types of facilities:

- Landscaping
- Restrooms
- Parking
- Recreational fields
- Playgrounds
- Picnic areas

Detailed park improvements and costs are provided by MacKay & Soms in a separate report.

Phasing

The development of Phase A would have park improvements that correspond to the amount of initial residential development. These improvements include one neighborhood/community park at a size of 4.4 acres. The estimated facilities costs for the park improvements for Phase A is approximately \$910,000.

**Table 9-1
Westbrook Financing Plan
Parks Acreage**

Park Type	Assumptions	Acres Required	Acres Provided/Credited	Surplus/ (Deficit)
<i>Population</i>	4,858		13.1	
Neighborhood Park	3 acres/1,000 pop.	14.6	14.6	0.0
Citywide Park	3 acres/1,000 pop.	14.6	0	(14.6)
Open Space	3 acres/1,000 pop.	14.6	7.3	(7.3)
Total Parks		43.8	21.9 20.4	

Source: Westbrook Land Use Plan, 10/28/15

**Table 9-2
Westbrook Financing Plan
Neighborhood Park Costs (2011\$)**

Item	Phase A		Buildout	
	Acres/ Facility	Amount	Acres/ Facility	Amount
Neighborhood Parks	4.4	\$910,404	14.6 13.1	\$3,032,255

Source: MacKay & Somps, Park-Paseo-Trail Cost Estimates 12/2/2011.

Note: All park costs include estimates of a 15% Contingency and 13% Soft Costs.

Funding Strategy

Existing Fee Programs

The neighborhood/community park impact fee funds the neighborhood/community park improvements in Westbrook. **Table 9-3** creates an updated fee for the Westbrook project by allocating the total neighborhood/community park improvement costs on a per residential unit basis. The costs were spread to the different residential land uses based on the persons per household that vary by unit size. **Table 9-4** shows the neighborhood park revenue by Phase A and Buildout.

There will be two citywide park fees. One fee will be to fund citywide park construction and the other is an in-lieu fee because Westbrook has a shortfall in citywide land dedication. The fee was calculated by using the City's current construction portion of its fee and then allocating it across the housing units to create a tiered fee. Using this approach, the base fee and revenue estimate for park construction was determined to be \$2,515,122 and **Table 9-5** allocates that revenue across the units for the tiered rate.

The citywide land in-lieu fee has been established in accordance with City standards for in-lieu fees and will go towards citywide park improvements or citywide park land within the City. **Table 9-6** estimates the total cost of Westbrook's obligation for land dedication. The cost is then allocated across the residential units on a person per household basis to establish the fee in **Table 9-7**.

Table 9-8 shows the citywide park construction fee and citywide in-lieu fee revenues for Phase A and Buildout.

Table 9-3
Westbrook Financing Plan
Public Facilities Cost Allocation: Neighborhood/Community Park Costs (2011\$)

Item	Land Uses		Park Cost Allocation		
	Developable Acres	Units/Sq. Ft.	Assigned Cost	per Acre	per Unit/Sq. Ft.
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C/A</i>	<i>E = C/B</i>
Residential					
Low Density	93.2	483	\$892,584	\$9,577	\$1,848
Low Density (Age-Restricted)	91.6	493	\$644,384	\$7,035	\$1,307
Medium Density	56.4	433	\$683,707	\$12,122	\$1,579
High Density	24.1	620	\$811,580	\$33,676	\$1,309
Subtotal Residential	265.3	2,029	\$3,032,255		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	24.5	266,805			
Total Westbrook	289.8				

Table 9-4
Westbrook Financing Plan
Park Fee Revenue by Phase (Neighborhood/Community Park Component)

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
Residential			
Low Density	\$1,848	\$728,112	\$892,584
Low Density (Age-Restricted)	\$1,307	\$0	\$644,384
Medium Density	\$1,579	\$241,587	\$683,707
High Density	\$1,309	\$0	\$811,580
Subtotal Residential		\$969,699	\$3,032,255
Nonresidential			
Community Commercial		\$0	\$0
Subtotal Nonresidential		\$0	\$0
Total Fee Program Revenue (Park)		\$969,699	\$3,032,255

Table 9-5 (previously 9-6)
Westbrook Financing Plan
Citywide Park Construction (2011\$)

Item	Land Uses		Citywide Park Cost Allocation		
	Developable Acres	Units/Sq. Ft.	Assigned Cost	per Acre	per Unit/Sq. Ft.
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C/A</i>	<i>E = C/B</i>
Residential					
Low Density	93.2	483	\$742,854	\$7,971	\$1,538
Low Density (Age-Restricted)	91.6	493	\$527,506	\$5,759	\$1,070
Medium Density	56.4	433	\$568,962	\$10,088	\$1,314
High Density	24.1	620	\$675,800	\$28,041	\$1,090
Subtotal Residential	265.3	2,029	\$2,515,122		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	24.5	266,805			
Total Westbrook	289.8				

**Table 9-6 (previously 9-7)
Westbrook Financing Plan
Citywide Park Acre In-Lieu Fee**

Item	Costs		
	Acres	Cost per Acre	Total
Citywide Park In-Lieu	14.6	\$135,000	\$1,971,000
Total			\$1,971,000

**Table 9-7 (previously 9-8)
Westbrook Financing Plan
Citywide Park In-Lieu Fee (2011\$)**

Item	Land Uses		Citywide Park In-Lieu Allocation		
	Developable Acres	Units/Sq. Ft.	Assigned Cost	per Acre	per Unit/Sq. Ft.
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C/A</i>	<i>E = C/B</i>
Residential					
Low Density	93.2	483	\$582,498	\$6,250	\$1,206
Low Density (Age-Restricted)	91.6	493	\$413,032	\$4,509	\$838
Medium Density	56.4	433	\$445,990	\$7,908	\$1,030
High Density	24.1	620	\$529,480	\$21,970	\$854
Subtotal Residential	265.3	2,029	\$1,971,000		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	24.5	266,805			
Total Westbrook	289.8				

**Table 9-8 (previously 9-9)
Westbrook Financing Plan
Fee Revenue by Phase (Citywide Park Construction and In-Lieu)**

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
<u>CITYWIDE FEE - CONSTRUCTION</u>			
Residential			
Low Density	\$1,538	\$742,854	\$742,854
Low Density (Age-Restricted)	\$1,070	\$0	\$527,506
Medium Density	\$1,314	\$201,042	\$568,962
High Density	\$1,090	\$0	\$675,800
Subtotal Residential		\$943,896	\$2,515,122
Nonresidential			
Community Commercial	n/a	\$0	\$0
Subtotal Nonresidential		\$0	\$0
Total Fee Program Revenue (Construction)		\$943,896	\$2,515,122
<u>CITYWIDE PARK LAND FEE - IN-LIEU</u>			
Residential			
Low Density	\$1,206	\$475,164	\$582,498
Low Density (Age-Restricted)	\$838	\$0	\$413,032
Medium Density	\$1,030	\$157,590	\$445,990
High Density	\$854	\$0	\$529,480
Subtotal Residential		\$632,754	\$1,971,000
Nonresidential			
Community Commercial	n/a	\$0	\$0
Subtotal Nonresidential		\$0	\$0
Total Fee Program Revenue (In-Lieu)		\$632,754	\$1,971,000

Open Space In-Lieu

The Westbrook project is receiving a credit of 7.3 acres towards its 14.6 acre requirement for the 36.6 acres of open space that is to be dedicated. This leaves a dedication shortfall of 7.3 acres. An open space in-lieu fee is estimated in this report using the most recent appraisal done by the City for the Sierra Vista SP. The open space land is then estimated at 20% of the value of developable land the appraisal determined. **Table 9-9** shows the estimated in-lieu total for the shortfall of provided open space.

Table 9-10 creates a Westbrook project open space in-lieu fee by allocating the total value of the dedication shortfall across the different residential land uses based on the persons per household that vary by unit size. **Table 9-11** shows the open space in-lieu fee revenues for Phase A and Buildout.

**Table 9-9 (previously 9-10)
Westbrook Financing Plan
Open Space Land In-Lieu Fee**

Item	Costs		
	Acres	Cost per Acre [1]	Total
Open Space In-Lieu	7.3	\$27,000	\$197,100
Total			\$197,100

[1] Estimate based on Sierra Vista Appraisal and valued at 20% of developable land.

**Table 9-10 (previously 9-11)
Westbrook Financing Plan
Open Space In-Lieu Fee (2011\$)**

Item	Land Uses		Open Space In-Lieu Cost Allocation		
	Developable Acres	Units/Sq. Ft.	Assigned Cost	per Acre	per Unit/Sq. Ft.
<i>Formula</i>	A	B	C	D = C/A	E = C/B
Residential					
Low Density	93.2	483	\$61,824	\$663	\$128
Low Density (Age-Restricted)	91.6	493	\$32,279	\$352	\$65
Medium Density	56.4	433	\$47,197	\$837	\$109
High Density	24.1	620	\$55,800	\$2,315	\$90
Subtotal Residential	265.3	2,029	\$197,100		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	24.5	266,805			
Total Westbrook	289.8				

**Table 9-11 (previously 9-12)
Westbrook Financing Plan
Fee Revenue by Phase (Open Space In-Lieu)**

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
Residential			
Low Density	\$128	\$50,432	\$61,824
Low Density (Age-Restricted)	\$65	\$0	\$32,279
Medium Density	\$109	\$16,677	\$47,197
High Density	\$90	\$0	\$55,800
Subtotal Residential		\$67,109	\$197,100
Nonresidential			
Community Commercial	n/a	\$0	\$0
Subtotal Nonresidential		\$0	\$0
Total Fee Program Revenue		\$67,109	\$197,100

Bike Trail Improvements

In the Westbrook project, the bike trail system is integrated within the open space parcel. The bike trail runs along the open space corridor. **Map 1-2** illustrates the proposed bike trail in the project.

Facility Costs

Table 9-12 shows the total estimated bike trail improvement costs. The bike trail costs are estimated at roughly \$98,800. The rough grading of the bike trail is the obligation of the adjacent parcel and will be completed with the grading of the parcel, either in its entirety or consistent with any proposed phasing of the parcel. The cost of the bike trail improvements include, but are not limited to, the following types of facilities:

- Bike Trail Entry Points
- Bike Trail and Shoulder
- Bike Trail Kiosks
- Post and Cable Fences

Detailed bike trail improvements and costs are provided by MacKay & Soms in a separate report.

Phasing

The development of Phase A would have no initial set of bike trail improvements.

Funding Strategy

Existing Fee Programs

The City's bike trail impact fee will fund the bike trail improvements throughout Westbrook and connect to adjacent developed bike trails. **Table 9-13** creates an updated fee for the Westbrook project by allocating the total bike trail improvement costs on a per residential unit basis. The costs were spread to the different residential land uses based on the persons per household factors that vary by unit size.

Table 9-14 shows the bike trail impact fee revenues for Phase A and Buildout. The developer will be responsible for grading the bike trail (with each phase of construction) and the City is responsible for construction the bike trails in the project. The City will construct the bike trails as funding is available.

**Table 9-12 (previously 9-13)
Westbrook Financing Plan
Bike Trail Costs (2011\$)**

Item	Phase A	Buildout
Bike Trail	50	\$98,784
Total		\$98,784

Source: MacKay & Soms, Park-Paseo Trail Cost Estimates 8/8/2011

Note: All costs include estimates of a 20% Contingency and 20% Soft Costs.

**Table 9-13 (previously 9-14)
Westbrook Financing Plan
Public Facilities Cost Allocation: Bike Trail Costs (2011\$)**

Item	Land Uses		Bike Trail Cost Allocation		
	Developable Acres	Units/Sq. Ft.	Assigned Cost	per Acre	per Unit/Sq. Ft.
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C/A</i>	<i>E = C/B</i>
Residential					
Low Density	93.2	483	\$27,531	\$295	\$57
Low Density (Age-Restricted)	91.6	493	\$25,236	\$276	\$51
Medium Density	56.4	433	\$21,217	\$376	\$49
High Density	24.1	620	\$24,800	\$1,029	\$40
Subtotal Residential	265.3	2,029	\$98,784		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	24.5	266,805			
Total Westbrook	289.8				

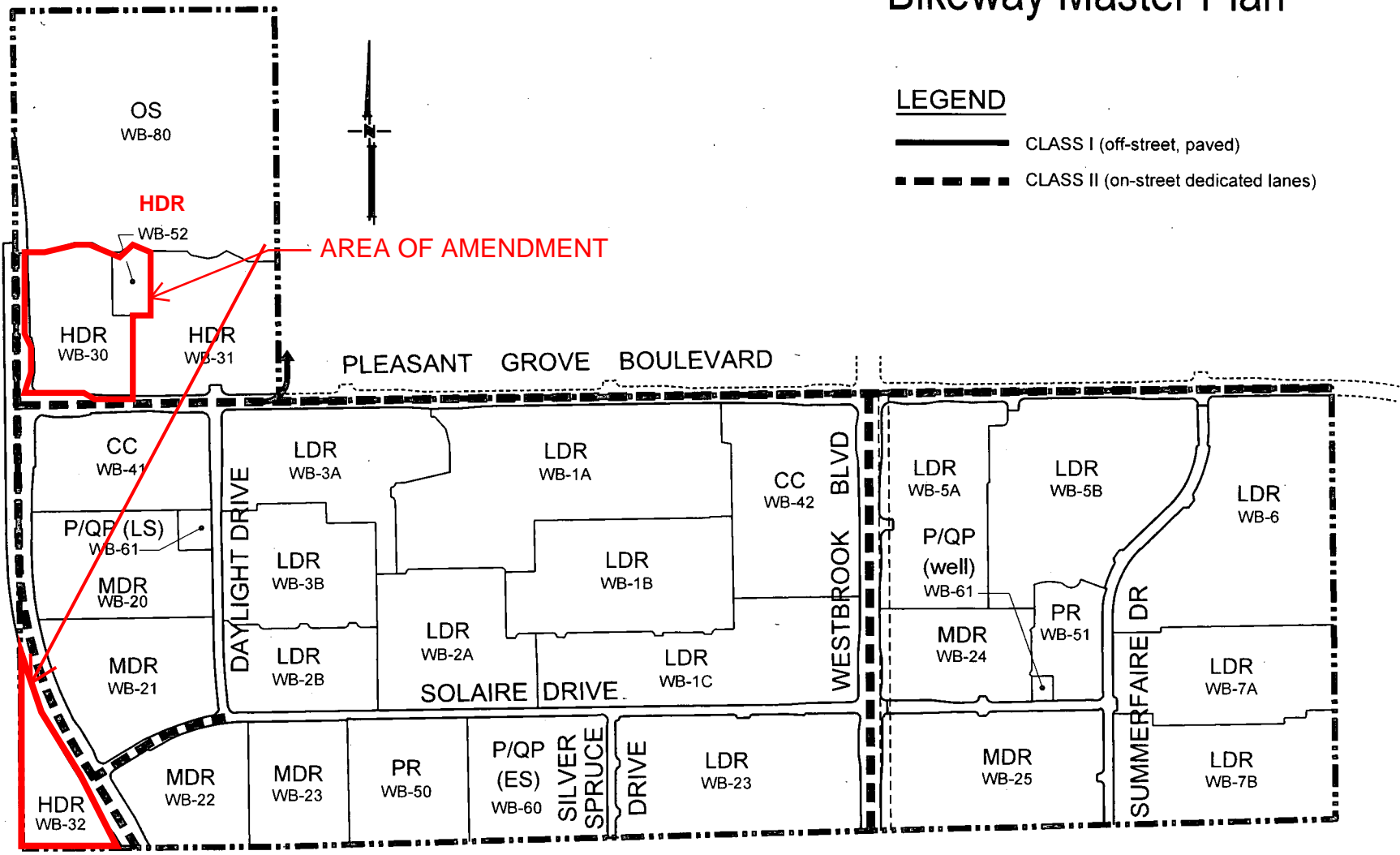
**Table 9-14 (previously 9-15)
Westbrook Financing Plan
Bike Trail Revenue by Phase**

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
Residential			
Low Density	\$57	\$22,458	\$27,531
Low Density (Age-Restricted)	\$51	\$0	\$25,236
Medium Density	\$49	\$7,497	\$21,217
High Density	\$40	\$0	\$24,800
Subtotal Residential		\$29,955	\$98,784
Nonresidential			
Community Commercial	n/a	\$0	\$0
Subtotal Nonresidential		\$0	\$0
Total Fee Program Revenue (Park)		\$29,955	\$98,784

Paseo Improvements

The paseos in Westbrook will be funded and built by the developing parcel owner where the paseos are planned. The costs have not been included in this Financing Plan and will be built in accordance with a City approved Phasing plan.

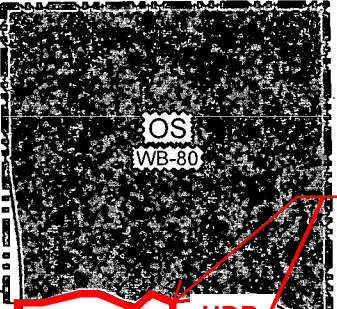
Exhibit X Bikeway Master Plan



LEGEND

- CLASS I (off-street, paved)
- CLASS II (on-street dedicated lanes)

Exhibit Y
Open Space Preserve Areas



AREA OF AMENDMENT

LEGEND

 OPEN SPACE

