

**FIFTH 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 Fifth Amendment of Development Agreement is entered into this _____ day of _____, 2024, by and between the CITY OF ROSEVILLE, a municipal corporation (“City”), and WESTPARK S.V. 400, LLC, a California limited liability company (“Westpark” or “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”).

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 Apartments, LLC (“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. On October 4, 2023, City approved the Third Amendment to the Development Agreement (the "Third Amendment") relative to development within a portion of the SVSP, as more precisely defined in Exhibits "A" and "B" attached to the Third Amendment, which was recorded on November 17, 2023, as Document No. 2023-0063101-00, in the Official Records of Placer County.

F. On May 1, 2024, City approved the Fourth Amendment to the Development Agreement (the "Fourth Amendment") relative to development within a portion of the SVSP, as more precisely defined in Exhibits "A" and "B" attached to the Fourth Amendment, which was recorded on _____, 2024, as Document No. 2024-_____, in the Official Records of Placer County.

G. This Fifth Amendment to the Development Agreement (the "Fifth Amendment") affects a certain portion of the Property commonly known as SVSP Parcel WB-42 (the "Fifth Amendment Property"), as described in Exhibit "A" and as shown in Exhibit "B" attached to this Fifth Amendment. This Fifth Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

H. Concurrent with its consideration of this Fifth Amendment, City is processing General Plan Amendment (Resolution No. _____), Specific Plan Amendment (Resolution No. _____), a Rezone (Ordinance No. _____), a Tentative Subdivision Map (TSM _____), and Lot Line Adjustment for a portion of Parcel WB-42 for purposes of amending the land use on a portion of the Fifth Amendment Property, and subdividing that portion for single family residential lots. City and Landowner enter into this Fifth Amendment in order to provide consistency with and to vest these land use approvals.

I. The Fifth 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 section 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;
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Low Density Residential/Age Restricted	493 units on 94.3 Net Acres;
Medium Density Residential	519 466 units on 74.867 3 Net Acres;
High Density Residential	658* units on 24.3 Gross Acres;
Community Commercial	7.014 5 Gross Acres;
Community Commercial/Commercial Mixed Use	0 Gross Acres;
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.

*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. 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 for Parcel WB-42B. Landowner shall pay a neighborhood park in-lieu fee (the "Parcel WB-42B Neighborhood Park In-Lieu Fee"), upon the issuance of each residential building permit within Parcel WB-42B, to help fund neighborhood park improvements in the SVSP. Such Parcel WB-42B Neighborhood Park In-Lieu Fee shall be \$4,535 per Medium Density Residential unit to be constructed on Parcel WB-42B, subject to annual adjustment, on July 1, based on the percentage change in the CCI."

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c. NEW SECTION 3.14.11. Section 3.14.11 is added to the Development Agreement to read as follows:

"3.14.11. Community Parks Public Benefit Fee. In consideration of converting 7.5 acres of Community Commercial land use into Medium Density Residential land use, Landowner acknowledges and agrees to pay a Community Parks Public Benefit Fee. The Community Parks Public Benefit Fee shall be \$5,000 per MDR unit on Parcel WB-42B and shall be paid at the time of building permit issuance for each of the MDR units on Parcel WB-42B."

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d. EXHIBITS TO THE FIFTH AMENDMENT. The following exhibits attached to this Fifth Amendment are for the Fifth Amendment only, as follows:

- Exhibit A - Legal Description of the Fifth Amendment Property
- Exhibit B - Plat of the Fifth Amendment Property

e. REVISED EXHIBIT. The following exhibit attached to the Development Agreement is proposed to be deleted and replaced by a new exhibit attached to this Fifth Amendment as follows:

Exhibit E ----- Land Use Plan

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

3. AMENDMENT. This Fifth 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 Fifth 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 Fifth 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 _____, 2024.

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Dominick Casey
City Manager

ATTEST:

By: _____
Carmen Avalos
City Clerk

LANDOWNER:

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

By: _____
Jeff Jones
Manager

APPROVED AS TO FORM:

By: _____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Mike Isom
Development Services Director

