

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk

City of Roseville

311 Vernon Street

Roseville, CA 95678

Exempt from recording fees

Pursuant to Govt. Code 27383



PLACER, County Recorder

JIM MCCAULEY

DOC- 2016-0035988-00

WEDNESDAY, MAY 11, 2016 12:23:35

MIC \$0.00 | AUT \$0.00 | SBS \$0.00

ERD \$0.00 | RED \$0.00 | * \$0.00

ADD \$0.00

Ttl Pd \$0.00 Rcpt # 02513419

CLK98DX282/TN/1-55

(THIS SPACE RESERVED FOR RECORDER'S USE)

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

**FIRST 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 First Amendment of Development Agreement is entered into this 4th day of May, 2016, 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. Landowner 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 Landowner 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 hereto for reference.

B. This First Amendment to the Development Agreement (the “First Amendment”) affects a portion of the Property and is authorized by Section 1.4 of the Development Agreement and Section 65868 of the California Government Code.

C. Concurrent with its consideration of this First Amendment, City is processing a General Plan Amendment (Resolution No. 16-133), a Specific Plan Amendment (Resolution No. 16-134), and a Rezone (Ordinance No. 5682) for purposes of adjusting land uses and densities on a portion of the Property, while still maintaining the same overall number of residential units approved for the entire Property. City and Landowner enter into this First Amendment in order to provide consistency with and to vest these land use approvals.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. **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	483 units on 93.2 Net Acres;
Low Density Residential/Age Restricted	493 units on 91.6 Net Acres;
Medium Density Residential	433 units on 56.4 Net Acres;
High Density Residential	620 units on 24.1 Gross Acres;
Community Commercial	24.5 Gross Acres;
Community Commercial/Commercial	0 Gross Acres;

Mixed Use	
Park	14.6 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. REVISED SECTION 2.2. Section 2.2 of the Development Agreement is amended to add a new paragraph at the end of the section to read as follows:

“Landowner acknowledges, consistent with City’s Age-Restricted Rezone Policy, that units designated age-restricted in the Specific Plan cannot be converted, constructed, or sold as non-age-restricted units unless a Specific Plan Amendment and an amendment to this Agreement are approved by City. Landowner further acknowledges that fees, infrastructure requirements, land uses, and design which were approved by City in furtherance or consideration of the units being age-restricted are subject to reconsideration and reevaluation by City in the event that the age-restricted units are proposed for conversion to non-age-restricted units.”

c. Section 2.6.1 of the Development Agreement is deleted in its entirety, with Landowner’s agreement, as set forth in Section 2.6.2 below, that the forty-one (41) middle income purchase unit obligation on Parcels WB-20 and WB-21 is being transferred from Parcels WB-20 and WB-21 to Parcels WB-30 and WB-32 as a rental unit obligation for forty-one (41) low income households.

d. 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 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	Low Income Rental Units	Very Low Income Units
WB-30	237	169	68
WB-32	128	92	36
TOTAL	365	261	104

e. REVISED SECTION 3.10.2.1. Section 3.10.2.1 of the Development Agreement is revised in its entirety to read as follows:

“3.10.2.1 Detention Basin; Water Quality Outfall Swale. In the event that construction of the most westerly permanent detention basin within Phase 4 of the Westpark portion of the West Roseville Specific Plan has been completed, Phase E of the Project can proceed to develop utilizing excess capacity within that detention basin. In the event that the most westerly permanent detention basin within Phase 4 of the Westpark portion of the West Roseville Specific Plan has not been constructed at the time that Landowner seeks to proceed with development of Phase E of the Project, Landowner shall construct the on-site detention facility located on Parcel WB-80 in order for development of Phase E to proceed. Prior to the development of any property west of Westbrook Boulevard, Landowner shall construct the water quality swale flowing north of Pleasant Grove Boulevard into Parcel WB-80, as identified in the Master Drainage Plan, as amended, for the Project. The final design and land dedication requirements of the water quality facility shall include the hydromodification detention requirements as defined in the amended Master Drainage Plan, and shall be determined based upon the then current City Standards and applicable 404 permits. The construction of the drainage outfall and water quality facility shall include the relocation of the existing outfall structure, and all appropriate fencing, an asphalt utility access road on the east side of the drainage swale, a utility vehicle turnaround, and two (2) concrete utility access ramps to access the bottom of the swale. The construction of the drainage outfall and relocation of the existing outfall structure shall take place at the time when Pleasant Grove Boulevard is improved along the frontage of Parcel WB-3A. To the extent that the access road to the water quality facility has not already been constructed by the adjacent landowner in the West Roseville Specific Plan, Landowner shall construct such access road, to the bottom of the swale, per City Standards, subject to reimbursement from the adjacent landowner in the West Roseville Specific Plan. “

f. REVISED SECTION 3.11.3. Section 3.11.3 of the Development Agreement is revised in its entirety to read as follows:

“3.11.3 SVSP Electric Substation. Pursuant to development agreements in the SVSP, other landowners are required to dedicate to City, grade and provide access to a parcel in the SVSP (designated Parcel FD-61 in the Specific Plan) for an electric substation to serve the SVSP (the “Substation Site”). Under the development agreements between other SVSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500th residential building permit, or combination of building permits, in the SVSP, excluding the Property.

Landowner is allowed 400 residential building permits within the Project (exclusive of the 500 residential building permits allocated to SVSP landowners), or any combination of residential and non-residential permits that the City determines, at its sole discretion, is the equivalent electric capacity of 400 residential building permits, until such time as the substation located in the SVSP is constructed and 12kV underground circuits are extended

to the Property. In the event that, at the time of issuance of the 400th residential building permit (or its equivalent) within the Project, the Substation Site has not been dedicated to the City, constructed, access road provided, and 12kV circuits extended to the Property, or has been dedicated to the City but less than two (2) years from dedication of the Substation Site to City have passed without completion of the substation, Landowner agrees that, in order to obtain an additional 640 residential building permits above the initial 400 residential building permits within the Project referenced in this Section 3.11.3, either the extension of temporary 12kV electrical circuit(s) from the Westplan Substation to serve the initial phase of Phase 4 of the Westpark portion of the West Roseville Specific Plan shall be completed by others, or Landowner may fund the construction of temporary 12kV facilities to serve the Project. Possible temporary facilities may include, but are not limited to, one of the following:

- a. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project; or
- b. Construction of a new 12kV overhead circuit extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project underbuilt on the existing 60kV poles if clearances are available. This option would include the necessary URD conduit system to extend the conduits from the existing stub point to the existing 60kV poles; or
- c. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 8 from the existing underground stub point along Blue Oaks Boulevard to the existing stub point on Westpark Drive. This would include any conduit extension necessary.

The temporary facilities will be used until such time as the Substation Site has been dedicated, constructed, and 12kV facilities extended to the Project from the Substation Site. The funding of the temporary facilities will include the materials and labor to construct the facilities, the removal of the temporary facilities, acquisition of any necessary easements, and mitigation of any wetlands.

Once either the substation has been completed and the 12kV circuits extended to the Property, or the Substation Site has been dedicated to City and two (2) years after such dedication have passed without completion of the substation, City agrees that there will not be any restrictions on issuance of building permits in the Project due to electric capacity, nor shall there be any requirement for temporary facilities such as those indicated in a., b., or c. above to be extended to the Project. In addition, in the event that the Substation Site has been constructed by City, but 12kV circuits have not been extended to the Project from the substation, Landowner shall be required to extend 12kV circuits from the substation to the Project, which may be overhead lines using the existing poles and PUE from the

Substation Site to the Project, until such time as the landowner(s) to the south of the Project install the underground 12kV lines to the southern Project boundary.”

g. 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 14.6 acres of active neighborhood parkland, and 36.6 acres of open space. The following 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 purpose 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;
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
4. 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.”

h. REVISED SECTION 3.12.3. Section 3.12.3 of the Development Agreement 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 Property, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$1,848 per Low Density Residential unit, \$1,307 per Low Density Residential-Active Adult unit, \$1,579 per Medium Density Residential unit, and \$1,309 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.

The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Property for construction of Neighborhood Parks within the Property. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s).

At the end of development phases E, F and G (if Phase G precedes Phase F), City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub-phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, and according to the park financing plan for the Project, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the Project, refund to Landowner a pro-rata share of any remainder fees.”

i. 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. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Specific Plan. As funded by future bond proceeds, 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 shall be applied to the construction of improvements to SVSP Parcel KT-50.”

j. 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.”

- k. 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.”

- l. REVISED SECTION 3.12.8. Subsection 3.12.8 of the Development Agreement is revised in its entirety to read as follows:

“3.12.8 Bike Trail Fee. Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$57 per Low Density Residential unit, \$51 per Low Density Residential-Active Adult unit, \$49 per Medium Density Residential unit, and \$40 per High Density Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.

The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Project for construction of the bike trails within the Project. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled units for the Property subject to this Agreement exceeds 10%.

At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.9. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks Financing Plan, as more fully set forth in Section 4.2 below.”

m. REVISED SECTION 3.17.1.2(i). Subsection 3.17.1.2(i) of the Development Agreement is revised in its entirety to read as follows:

“(i) For Phase E of the Project only, bond proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units:

- (1) City-Wide Park Fee (Section 3.12.4);
- (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52);
- (3) Public Benefit Fee (Section 3.14.3).

City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale for Phase E of the Project. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amounts for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the Project. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit.

Should SPRTA approve any portion or all of the Tier II Traffic Fee for Phase E being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above-referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2(i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe for Phase E of the Project, City shall within the rate and method for Project CFD(s) for Phase E of the Project provided for in Section 3.17 accommodate total additional pay-as-

you-go revenue up to \$500 per residential unit for City-Wide park improvements from pay-as-you-go financing over a period starting in year 10 of the Project CFD(s) for Phase E of the Project, up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City-Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City.

For Phases F and G of the Project, the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be, should SPRTA approve such deferral, up to fifty percent (50%) of the SPRTA Tier II Traffic Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units, and there shall be no fee deferral of any City fees for such residential dwelling units in Phases F and G of the Project to bond proceeds from bond sales commencing in the year 31 timeframe.

Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the Project desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2(i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2(i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless a Project property owner desires to pay such fees at the time of issuance of building permit(s).”

- n. REVISED SECTION 3.25.B. Section 3.25.B of the Development Agreement is revised in its entirety to read as follows:

“B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP

EIR allocated to the sphere of influence expansion approved as part of the WRSP. City has determined that Landowner's share of such planning and environmental review costs totals \$151,925. Landowner shall pay, large lot by large lot, its pro-rata share of such planning and environmental review costs sought to be reimbursed by the WRSP based on the acreage in a particular large lot owned by Landowner compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Each such payment, large lot by large lot, shall be due and payable prior to the recordation of the first final small lot subdivision map for a particular large lot of Landowner's Property in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers."

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

- Exhibit C ----- Annexation Area & Plan Area
- Exhibit E ----- Land Use Plan
- Exhibit F ----- Affordable Housing Sites
- Exhibit G ----- Phasing Plan
- Exhibit H ----- Road Improvements
- Exhibit I ----- Traffic Signals
- Exhibit J ----- Sewer Facilities
- Exhibit K-1 ----- Wastewater Facilities for Reimbursement
- Exhibit L ----- Groundwater Well
- Exhibit M ----- Water Conservation Plan
- Exhibit N ----- Water Facilities
- Exhibit O-1 ----- Water Facilities for Reimbursement Between Sierra Vista, Landowner and Urban Reserve
- Exhibit O-2 ----- Water Facilities for Reimbursement Between Sierra Vista, Urban Reserve, Landowner and Placer County Projects
- Exhibit P ----- Recycled Water Facilities
- Exhibit Q ----- Recycled Water Facilities for Reimbursement
- Exhibit R ----- Storm Drainage Facilities
- Exhibit S ----- Post Development 100 Year Floodplain
- Exhibit T ----- Electric Utility Improvements
- Exhibit U ----- 60kV Easement Area
- Exhibit V ----- Parks and Open Space
- Exhibit W ----- Parks Financing Plan
- Exhibit X ----- Bikeway Master Plan
- Exhibit Y ----- Open Space Preserve Areas
- 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 First Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista 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 AGREEMENT. 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, as attested to by its City Clerk under the authority of Ordinance No. 5681, adopted by the Council of the City of Roseville on the 4th day of May, 2016.

CITY OF ROSEVILLE,
a municipal corporation

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


By: 

Rob Jensen
City Manager

By: 


Jeff Jones
Manager

ATTEST:

By: 

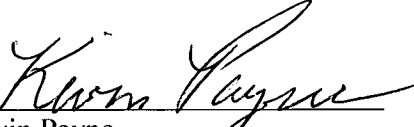
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: 

Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By: 

Kevin Payne
Development Services Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

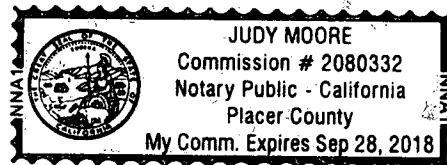
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On May 5, 2016, before me, Judy Moore, Notary Public, personally appeared Rob Jensen, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of the which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct:

WITNESS my hand and official seal.

Judy Moore
Notary Public in and for said State



Document: First Amendment of Development Agreement
Westpark S.V. 400, LLC
Relative to the Sierra Vista Specific Plan

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

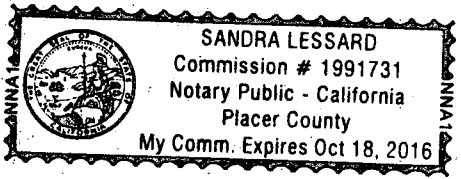
On MARCH 30, 2016 before me, SANDRA LESSARD, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JEFF JONES
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal
Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: First Amendment of D.A.
Document Date: _____ Number of Pages: 11+
Signer(s). Other Than Named Above: City of Roseville

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT "A"

WESTBROOK

ALL THAT REAL PROPERTY IN THE COUNTY OF PLACER, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

PARCEL ONE: APN (017-150-019 & 025)

THE SOUTH QUARTER OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 26,
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

EXCEPTING THEREFROM THE SOUTH 1056 FEET OF SAID SECTION 26

PARCEL TWO: (APN 017-150-002)

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 11 NORTH,
RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

PARCEL THREE: (APN 017-150-023)

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 11 NORTH,
RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

EXCEPTING THEREFROM THE SOUTH 1056 FEET THEREOF.

Containing 397.4 acres, more or less.

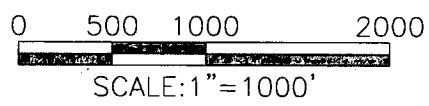
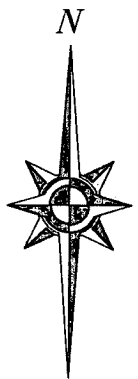
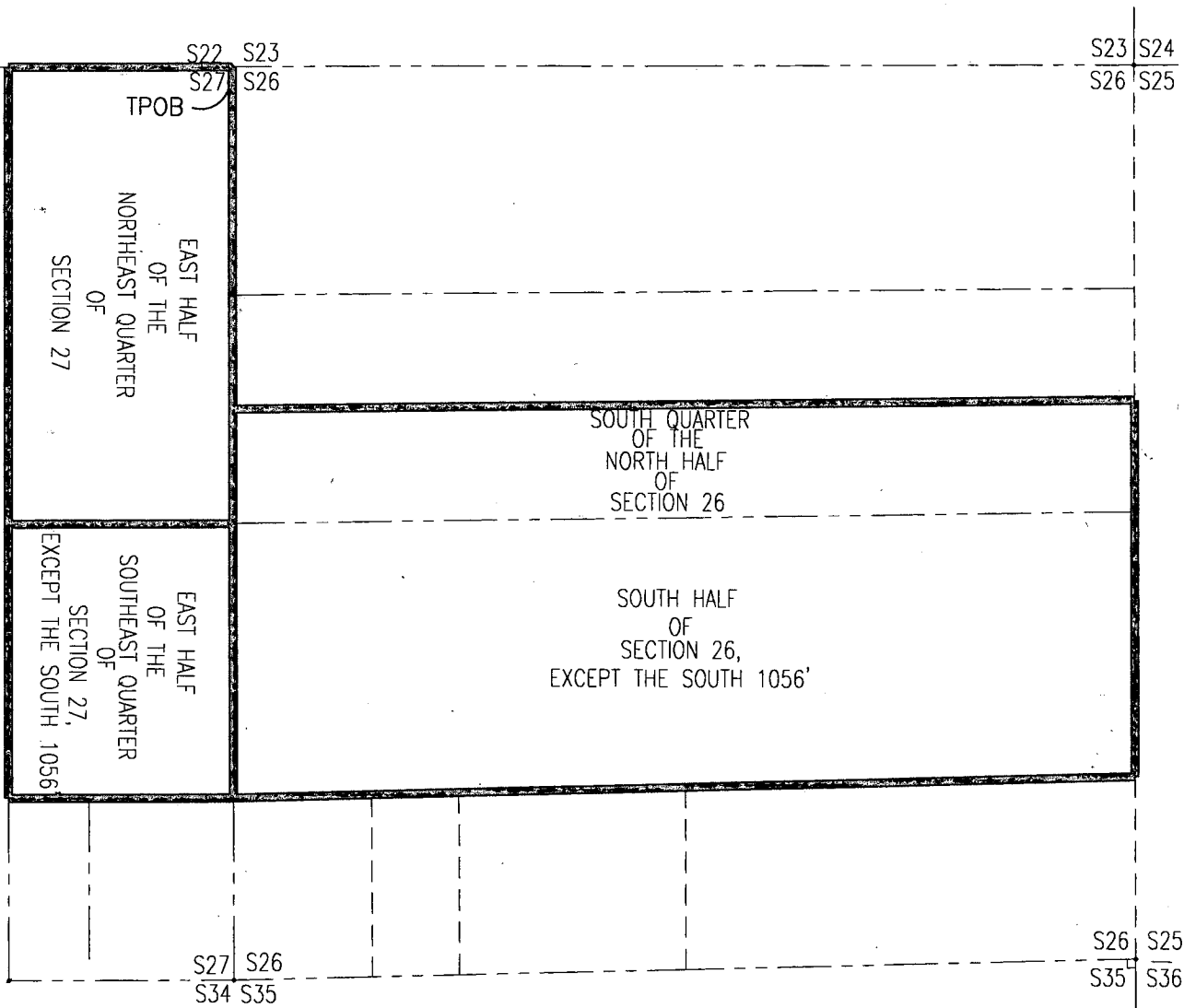
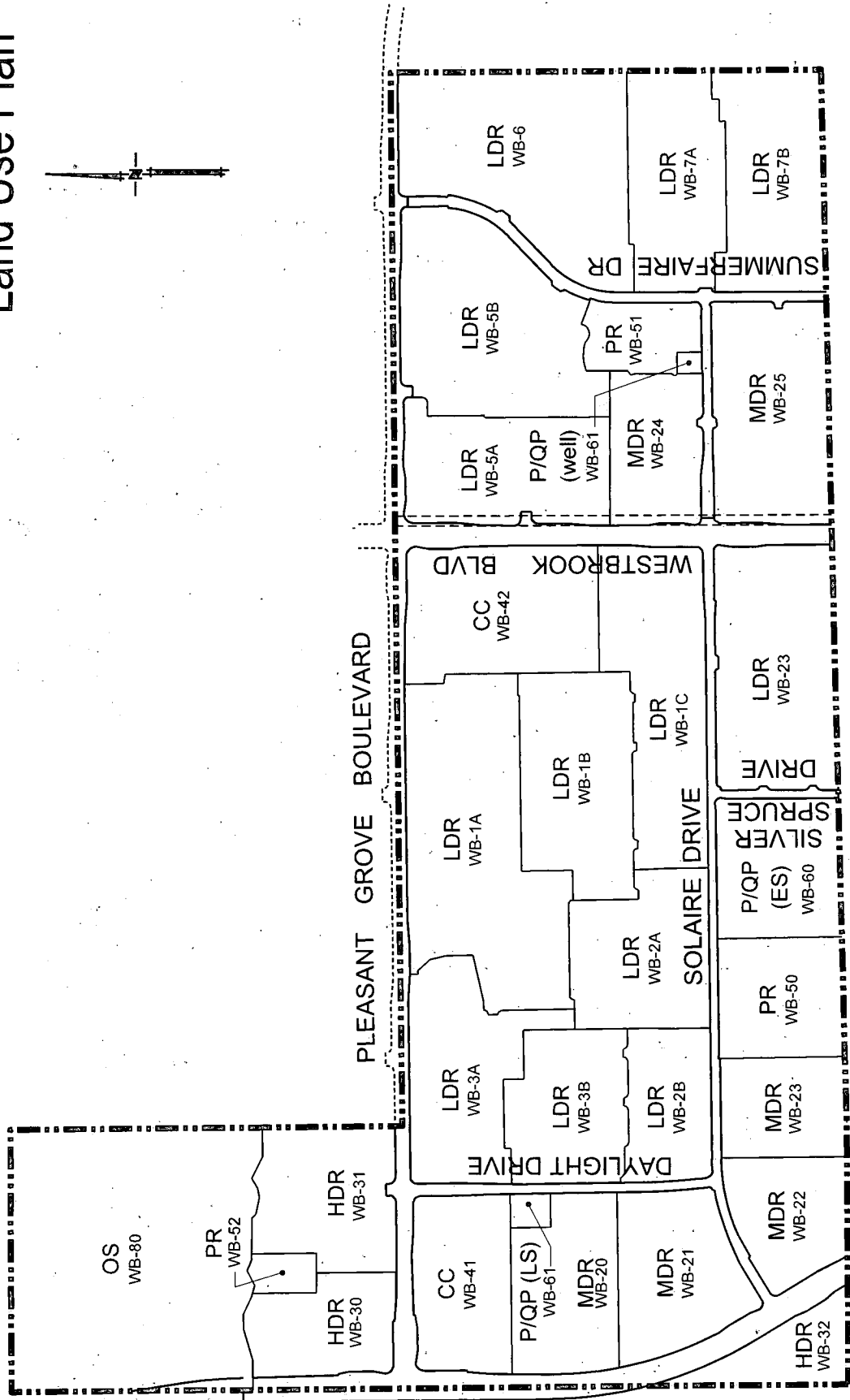
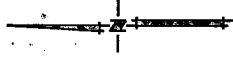


EXHIBIT "B"
 PROPERTY MAP
 WESTBROOK
 PLACER COUNTY

MACKAY & SOMPS
 CIVIL ENGINEERS, INC.
 CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
 ROSEVILLE, CALIFORNIA

DWK	1"=1000'	03/17/2011	18437-000
DRAWN BY	SCALE	DATE	JOB NO.

Land Use Plan



Affordable Housing Sites

LEGEND



AFFORDABLE HOUSING SITE

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

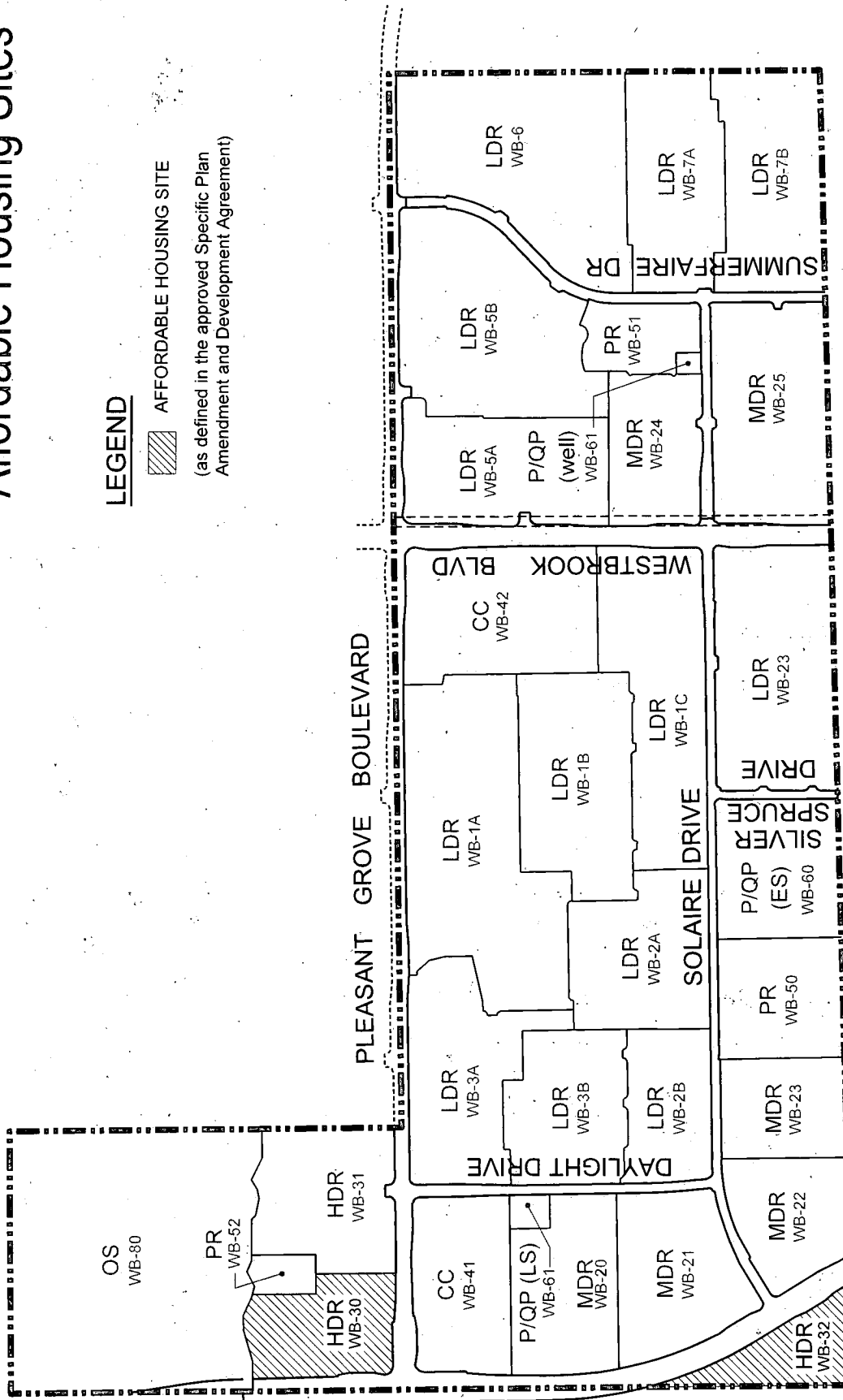


Exhibit G

Phasing Plan

LEGEND

PHASE LINE

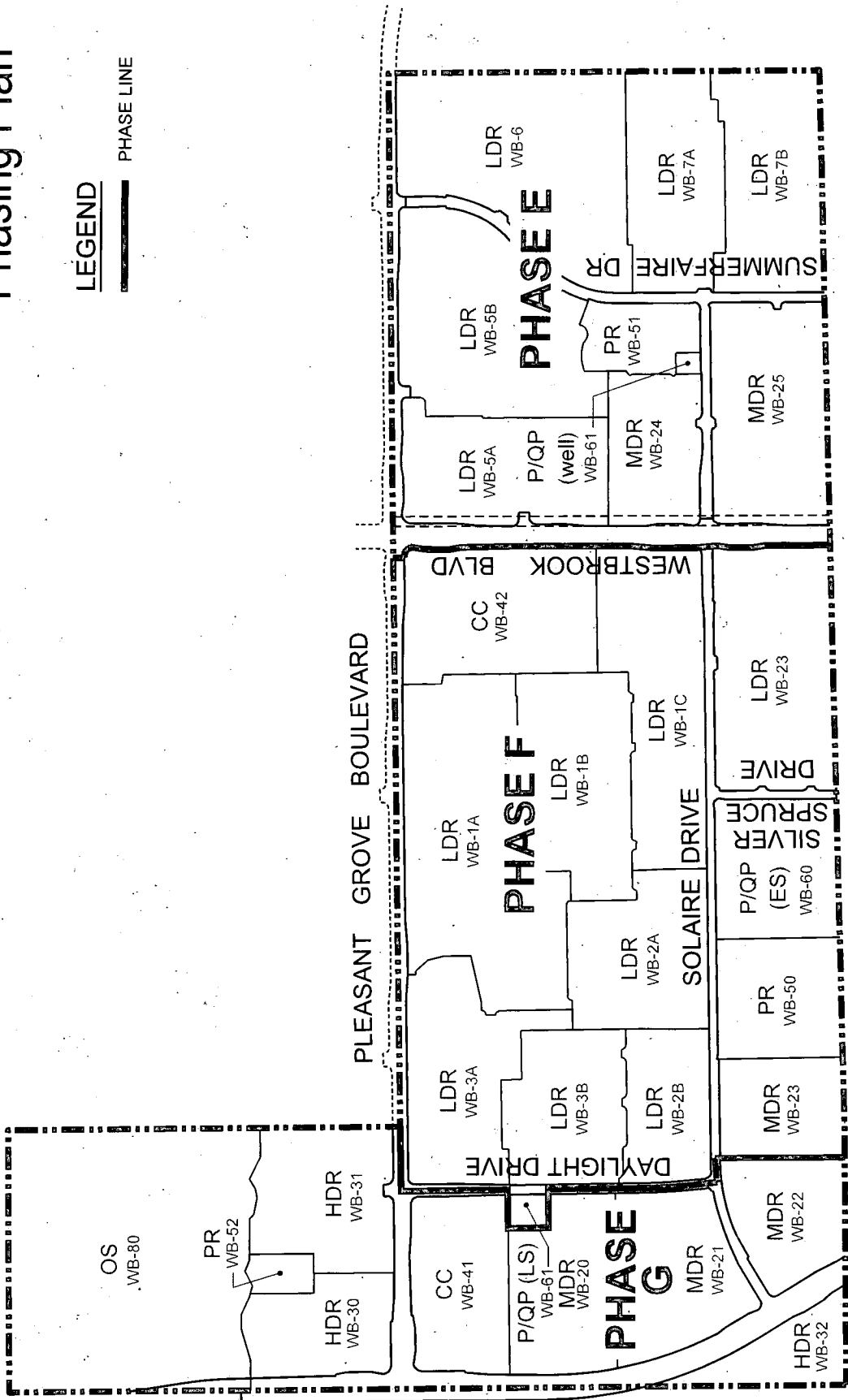


Exhibit H

Road Improvements

LEGEND

— 4, 6 or 8 LANE ARTERIAL STREET

..... PRIMARY RESIDENTIAL
(may be part of a Tentative Map in-tract improvement)

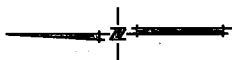
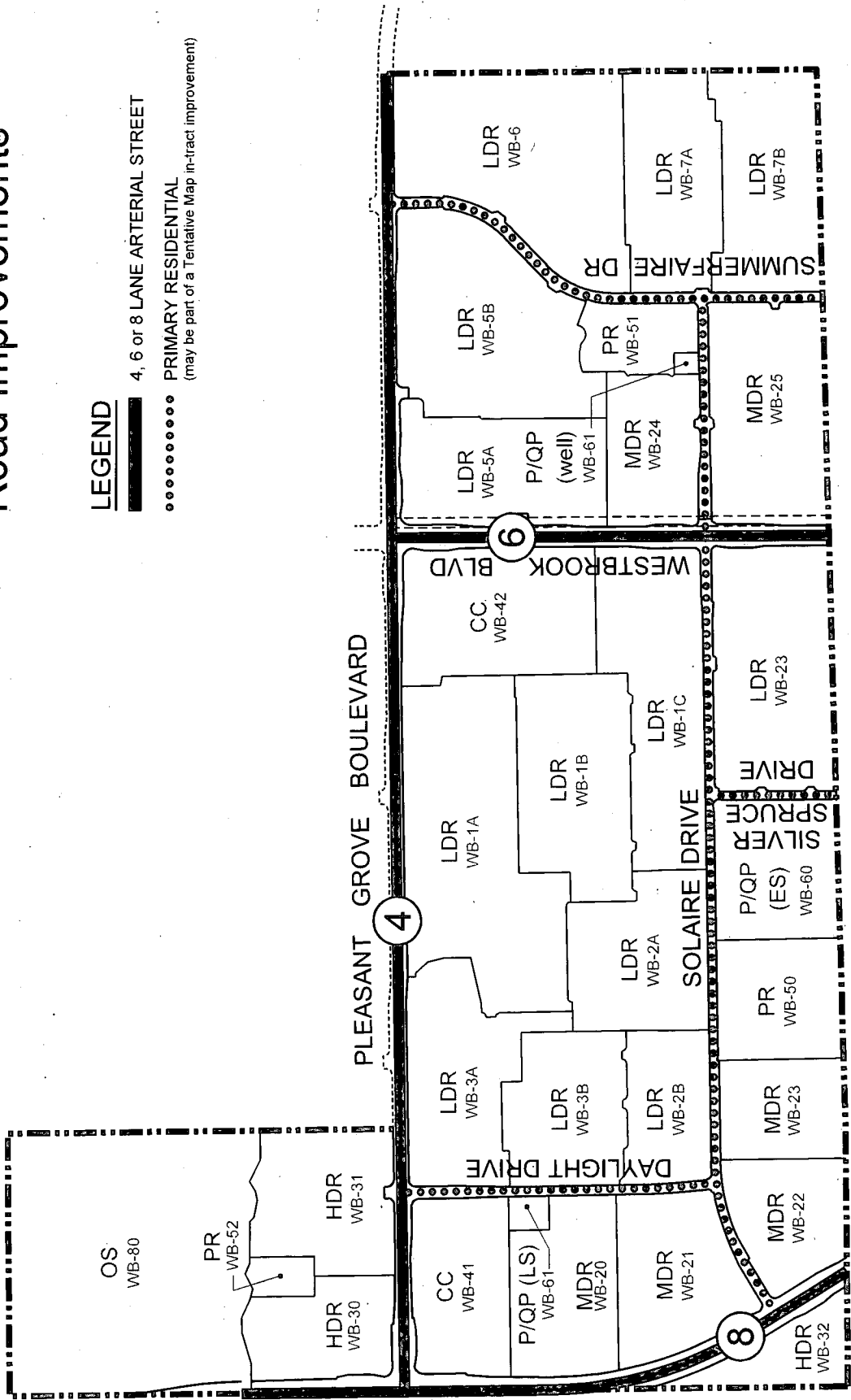


Exhibit I Traffic Signals

LEGEND

● TRAFFIC SIGNAL (financed by TMF)

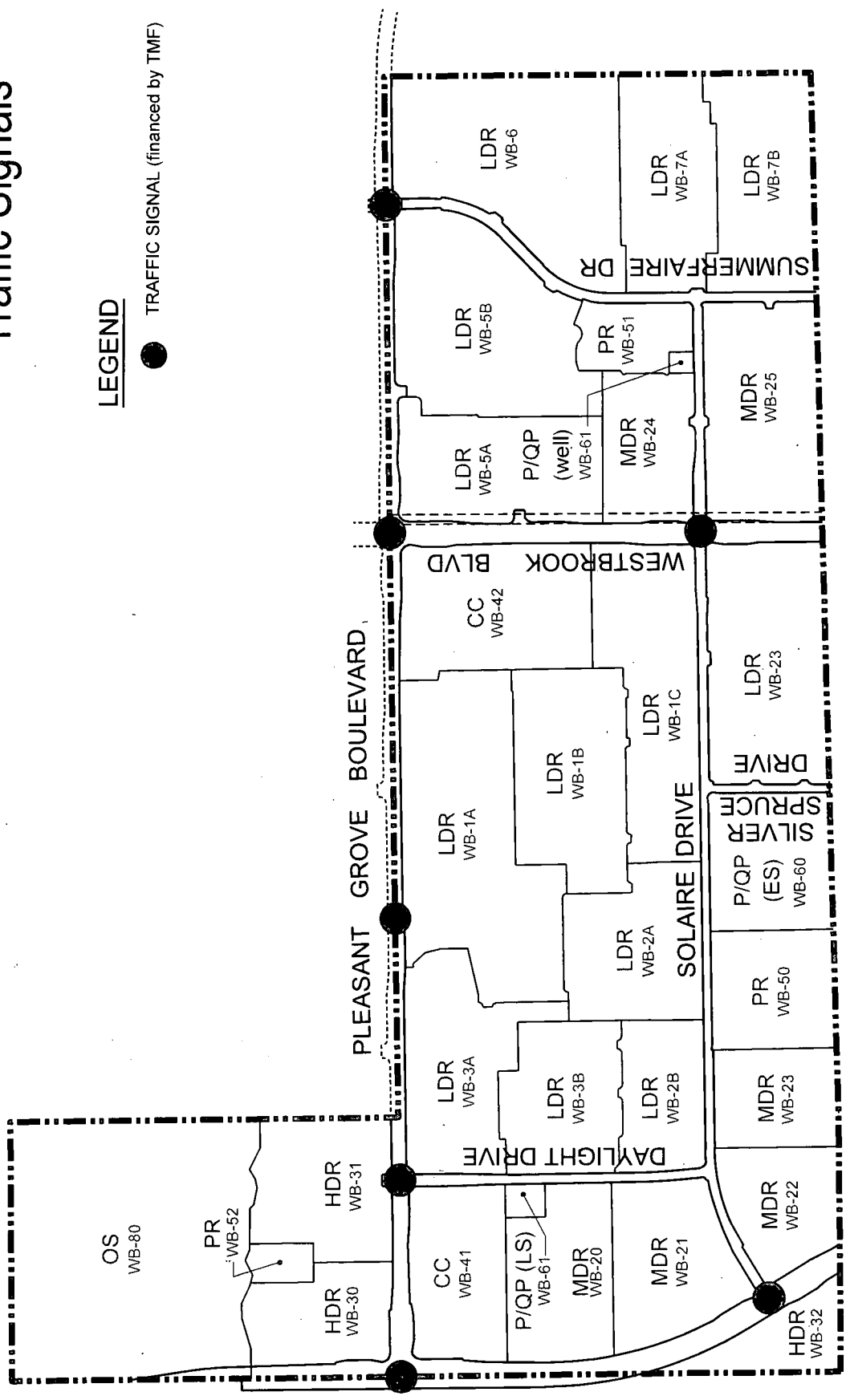


Exhibit J

Sewer Facilities

LEGEND

- SEWER MANHOLE
- 12" S GRAVITY SEWER PIPE (with size)
- SEWER LIFT STATION
- FM — SEWER FORCE MAIN
- > DIRECTION OF FLOW

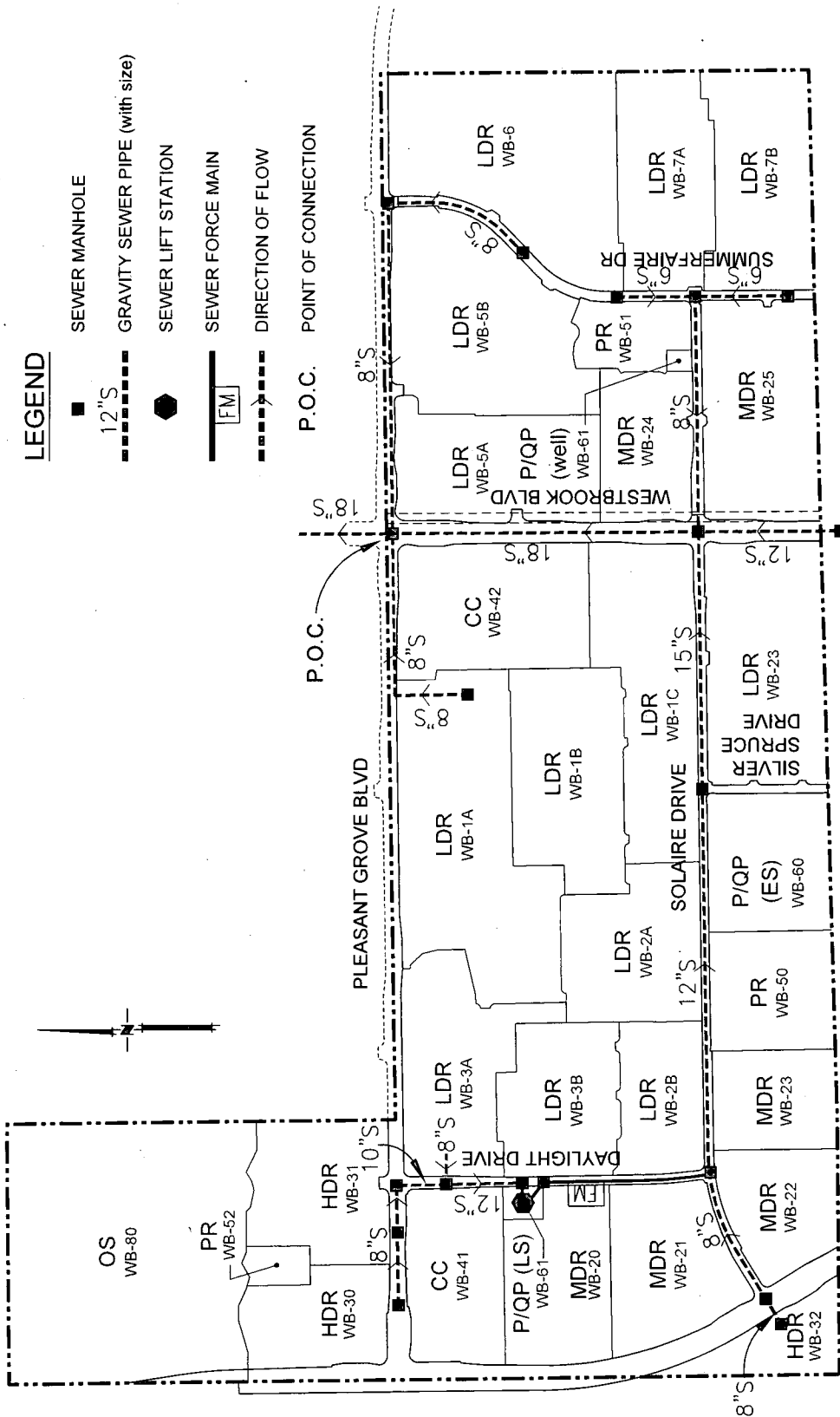


Exhibit K-1 Wastewater Facilities for Reimbursement

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

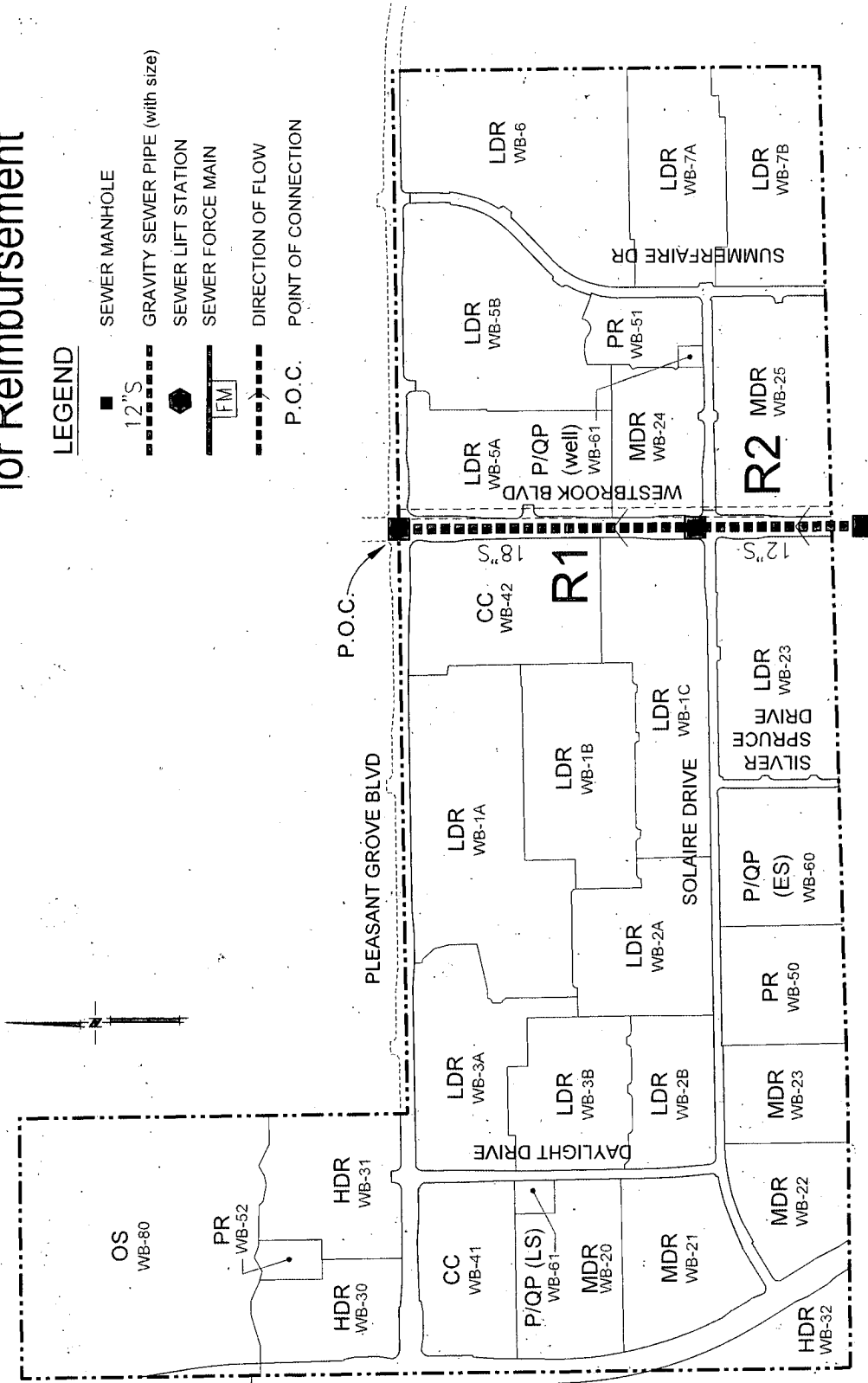
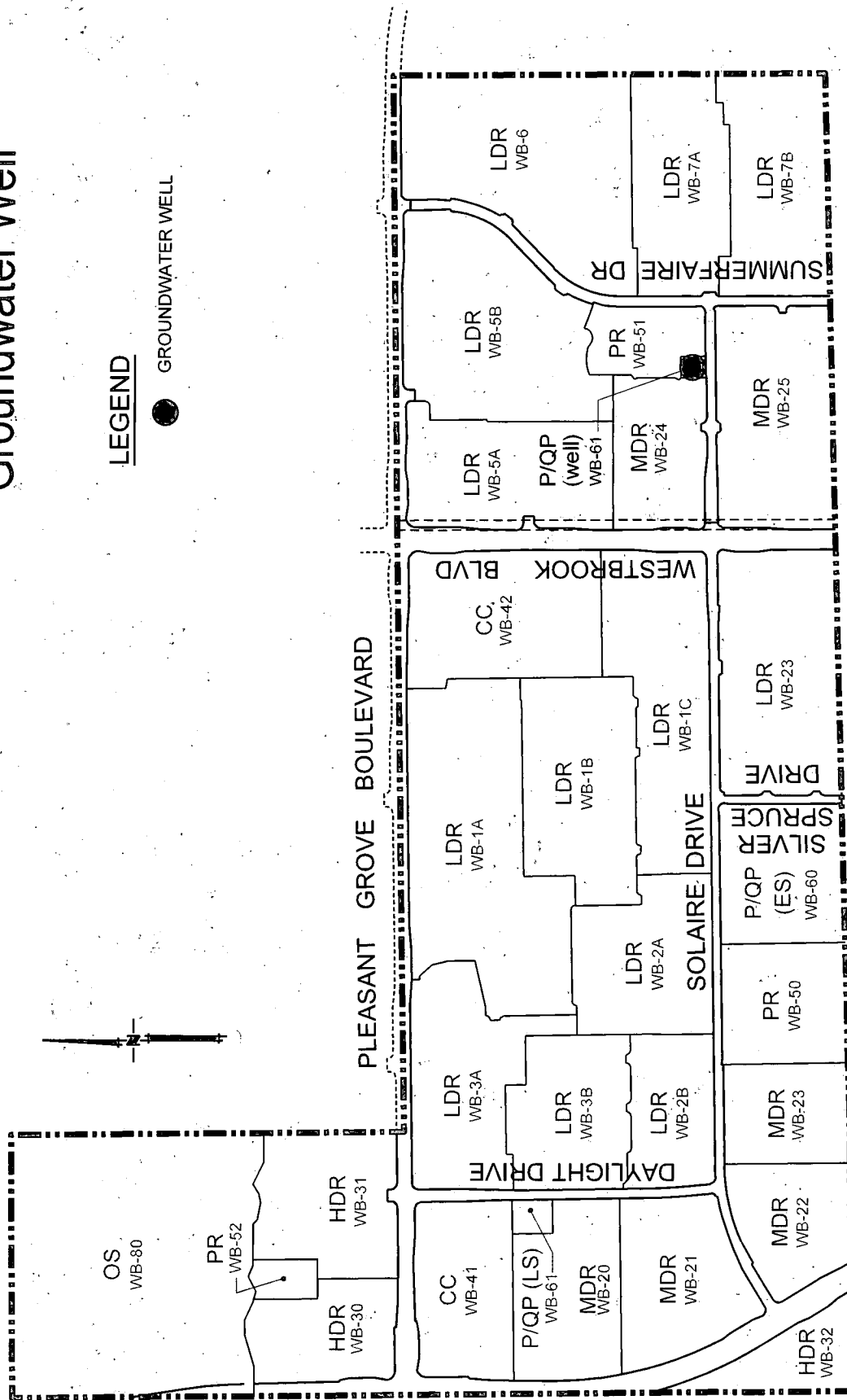
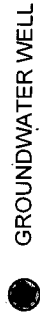


Exhibit L Groundwater Well

LEGEND



Technical Memorandum

To: Ryan O'Keefe
 From: Kyle Horn, P.E. LEED AP
 Reviewed by: Curtis Lam, P.E.
 Subject: Westbrook, Water Conservation Plan - Addendum #2
 Date: January 11, 2016

EXHIBIT M

This Technical Memorandum updates the September 2011 Westbrook Water Conservation Plan (WCP) to reflect changes made to the Westbrook land use plan update October 21, 2015. The following table provides a summary of changes to the WCP. Text formatted in **bold** in the table below reflects the updated portion of the text. All figures and tables shown below supersede previous revisions.

Page	Document Change
P. 2, Table 1	Replace Table 1 with the attached Table 1
P. 4, Table 3	Replace Table 3 with the attached Table 3
P. 5, Table 5	Replace Table 5 with the attached Table 5
P. 12, Table 3-1	Replace Table 3-1 with the attached Table 3-1
P. 6, 1 st Calculation	Turf: $116AFY * \left(\frac{70\%}{71.5\%}\right) = 114AFY$
P. 6, 2 nd Calculation	Low Water Use: $116AFY * \left(\frac{1.5\%}{71.5\%}\right) = 2AFY$
P. 6, 3 rd Calculation	$114AFY * \left(\frac{42\%}{70\%} + \frac{28% * 30\%}{70\%}\right) + 2AFY = 84AFY$
P. 6, ¶ 3	Non-Residential: Turf reduction on non-residential parcels within Westbrook was assumed to be employed in the parks and ROW/landscape corridors . The assumptions used to estimate water conservation in these areas are as follows:
P. 6, Bullet 5	Right-of-way/landscape corridors were assumed to use 100% of their water for landscape irrigation.
P. 6, Bullet 6	Right-of-way/landscape corridors were assumed to irrigate approximately 80% of their parcel area with turf. This was reduced to 30% turf and 50% low water use plantings.
P. 7, Table 6	Replace Table 6 with the attached Table 6
P. 8, Table 7	Replace Table 7 with the attached Table 7
P. 8, ¶ 1	As an example of how these values were calculated, for the low-density residential front yards, the annual demand is 84 AFY . Assuming that this demand is reduced by 20% when using smart irrigation controllers, the reduced demand is estimated to be:
P. 6, 1 st Calculation	$84AFY * (80\%) = 67AFY$
P. 9, Table 8	Replace Table 8 with the attached Table 8
P. 9, ¶ 1	As an example of how these values were calculated, for the low-density residential land use, the total number of dwelling units is 976 . The reduced water demand would be estimated to be:
P. 9, 1 st Calculation	$976DU * 7.5 \frac{gal}{day} * \frac{AF}{325,851gal} * 365day/yr = 8AFY$
P. 10, Table 9	Replace Table 9 with the attached Table 9
P. 10, ¶ 1	If the described water conservation measures described in this memorandum were taken for Westbrook, it is estimated that Westbrook overall water demand would be reduced by 163 AFY yielding an adjusted potable water demand of 919 AFY . This represents a 15.2% reduction from the original water demand for Westbrook of 1,095 AFY .

Table 1: Water Use Factors and Demands

Land Use Designation	Abbreviation	Total Area (acres)	Dwelling Units	Water Use Factor ¹	Annual Demand ² (AFY)
Residential					
Low Density Residential	LDR	184.8	976	Varies	571
Medium Density Residential	MDR	56.4	433	Varies	194
High Density Residential	HDR	24.1	620	177 gpd/DU	123
Non-Residential					
Community Commercial	CC	24.5	-	2,598 gpd/acre	71
Park	PR	14.6	-	2,988 gpd/acre	49
Elementary School	P/QP	10.0	-	3,454 gpd/acre	39
Well Site	P/QP	0.3	-	1,780 gpd/acre	0.6
Lift Station	P/QP	0.8	-	1,780 gpd/acre	1.6
Open Space	OS	36.6	-	0 gpd/acre	0
ROW/Landscape Corridor	ROW	35.0	-	2,988 gpd/acre	25 ⁽⁴⁾
Totals		397.4			1,049
Total Demand with 2% System Losses					1,070

Notes:

1. Demand use factors are based on the "Phase II Report TM 7" factors in Table 1-1 of MWH's TM1 (MWH, 2002).
2. Annual demand based on the Westbrook land use plan, **updated October 21 2015**.
3. ROW/Landscape Corridors are assumed to irrigate 15% of their total area.
4. ROW/Landscape Corridors demands are only associated with the RW system.

Table 3: Residential Base Water Use

Land Use Designation	Annual Demand (AFY)	Annual Front Yard Demand (AFY)	Annual Back Yard Demand (AFY)	Total Annual Irrigation Demand (AFY)
Low Density Residential	571	116	175	291
Medium Density Residential	194	40	59	99
High Density Residential ¹	123	17	0	17
Total	888	173	234	407

Notes:

1. Demand for HDR parcels was calculated differently from LDR and MDR parcels, as described above. Demand for HDR parcels was not separated into front and back yard demand since traditional front and back yards are not typically present on HDR parcels.

Table 5: Reduced Landscape Turf Water Savings – Residential

Land Use Designation	Annual Front Yard Demand ^{1,2} (AFY)	Annual Front Yard Turf Demand (AFY)	Reduced Turf Annual Front Yard Demand (AFY)	Water Savings for Reduced Turf (AFY)	Water System Savings
Low Density Residential	116	114	84	32	Potable
Medium Density Residential	40	39	29	11	Potable
High Density Residential	17	17	13	4	Recycled
Total	173	170	126	47	

Notes:

- From Table 3.
- Demands for High Density Residential parcels represent full irrigation demand since there is no distinction between front yard and back yard

Table 6: Reduced Landscape Turf Water Savings – Non-Residential

Land Use Designation	Annual Irrigation Demand ² (AFY)	Base Turf Area ¹	New Turf Area ¹	Low Water Use Area ¹	Reduced Irrigation Demand (AFY)	Water Savings for Reduced Turf (AFY)	Water System Savings
Parks	40	75%	60%	15%	35	5	Recycled
ROW/Landscape Corridors	25	80%	30%	50%	14	11	Recycled
Total	65				49	16	

Notes:

- As a percentage of the parcel area.
- This incorporates the reduction in water demand to account for only the fraction used for irrigation of parks described above.

Table 7: Smart Irrigation Controller Water Savings

Land Use Designation	Original Demand (AFY) ¹	Reduced Demand (AFY)	Water Savings (AFY)	Water System Savings
Low Density Residential				
Front Yard	84	67	17	Potable
Back Yard	175	140	35	Potable
Medium Density Residential				
Front Yard	29	23	6	Potable
Back Yard	59	47	12	Potable
High Density Residential	13	10	3	Recycled
Parks	35	28	7	Recycled
ROW/Landscape Corridor	14	11	3	Recycled
Total	409	358	83	

Notes:

- Original demand includes the turf reduction water conservation measures that were previously described.

Table 8: Re-circulating Hot Water Savings

Land Use Designation	Dwelling Units (DU)	Water Savings for Recirculating Hot Water (AFY)	Water System Savings
Westbrook			
Low Density Residential	976	8	Potable
Medium Density Residential	433	4	Potable
High Density Residential	620	5	Potable
Total	2,029	17	

Table 9: Westbrook Water Conservation Estimate

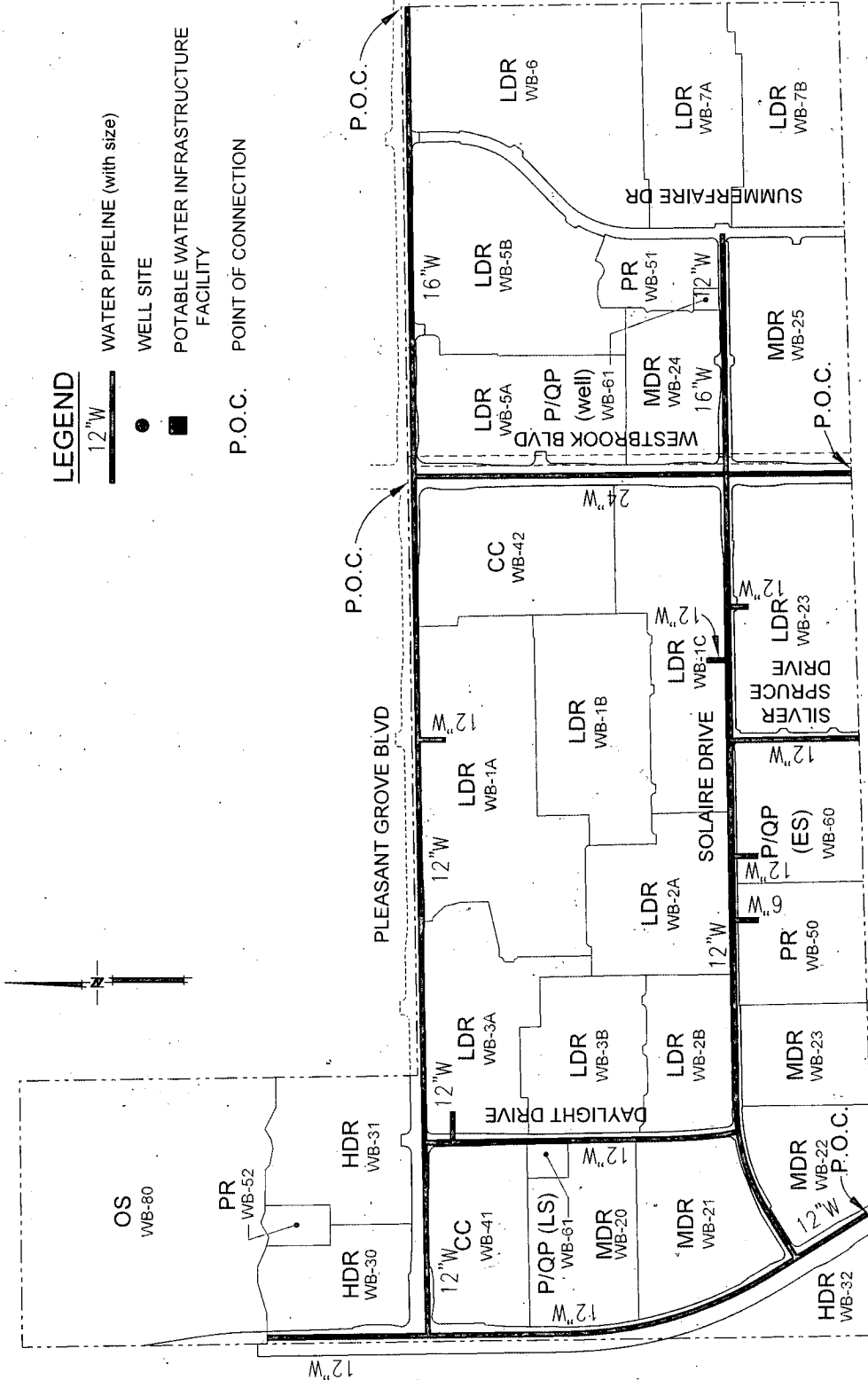
Method	Original Total Water Demand ² (AFY)	Potable Water Savings (AFY)	Recycled Water Savings (AFY)	Total Volume of Water Savings (AFY)	Total Percentage of Water Savings ¹
Westbrook					
Reduced landscape turf – residential	1,095	43	4	47	4.4%
Reduced landscape turf – parks, right of way		-	16	16	1.5%
Smart irrigation controllers – all types of land uses		70	13	83	7.8%
Re-circulating hot water – residential		17	-	17	1.6%
Total		130	33	163	15.2%

Notes:

1. Percentages rounded to the nearest tenth of a percent, and represent overall water conservation percentages for both potable and recycled water.
2. Original demand includes 2% system losses and 25 AFY of demand for the ROW/Landscape Corridors that are only attributed to the RW system.

Exhibit N Water Facilities

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



30

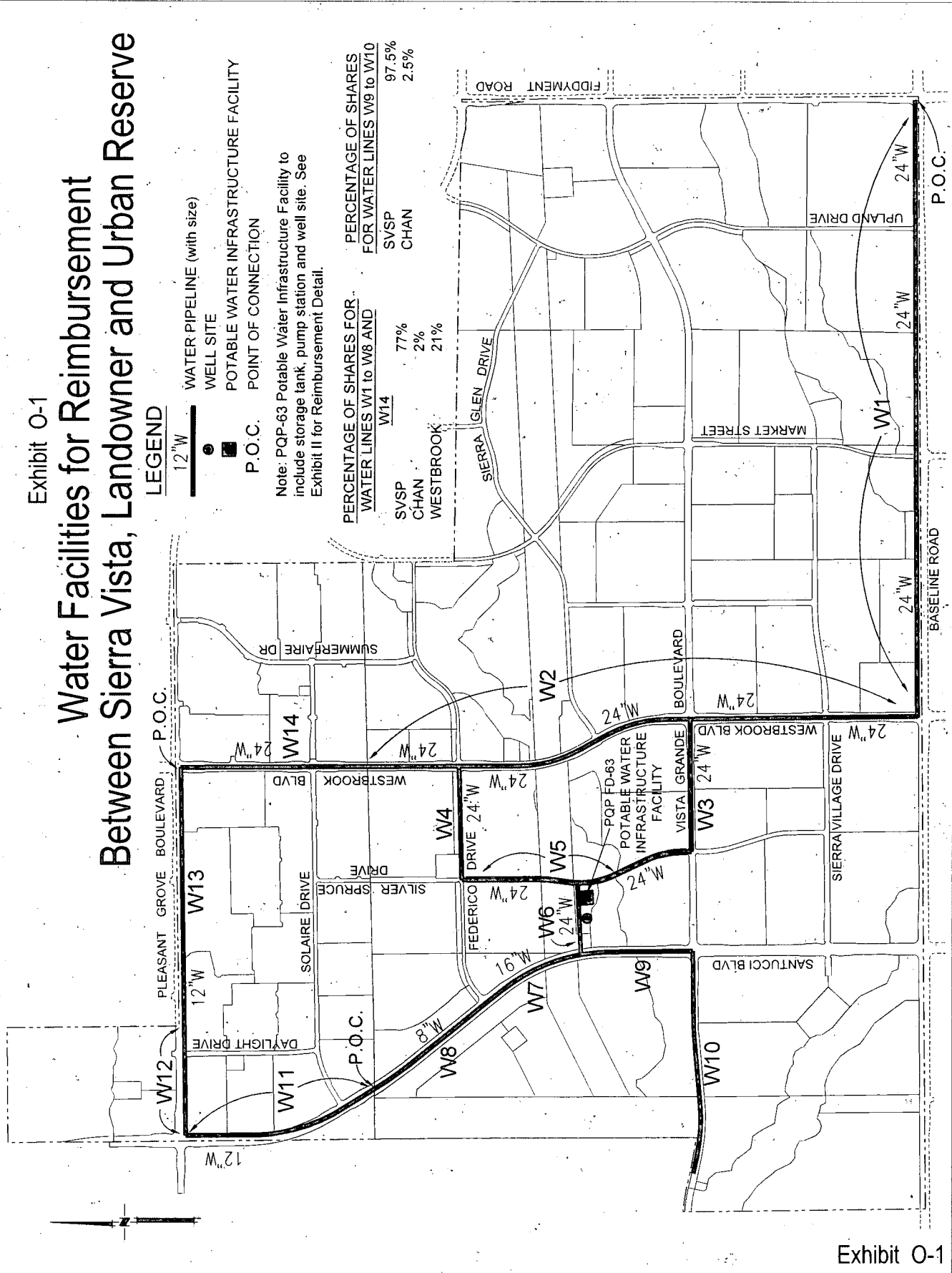
Exhibit O-1

Water Facilities for Reimbursement Between Sierra Vista, Landowner and Urban Reserve

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

Note: PQP-63 Potable Water Infrastructure Facility to include storage tank, pump station and well site. See Exhibit II for Reimbursement Detail.

PERCENTAGE OF SHARES FOR WATER LINES W1 to W8 AND W14		PERCENTAGE OF SHARES FOR WATER LINES W9 to W10	
SVSP	77%	SVSP	97.5%
CHAN	2%	CHAN	2.5%
WESTBROOK	21%		



Water Facilities for Reimbursement Between Sierra Vista, The Urban Reserve, Landowner, and Placer County Projects

LEGEND

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

Note: PQP-63 Potable Water Infrastructure Facility to include storage tank, pump station and well site.

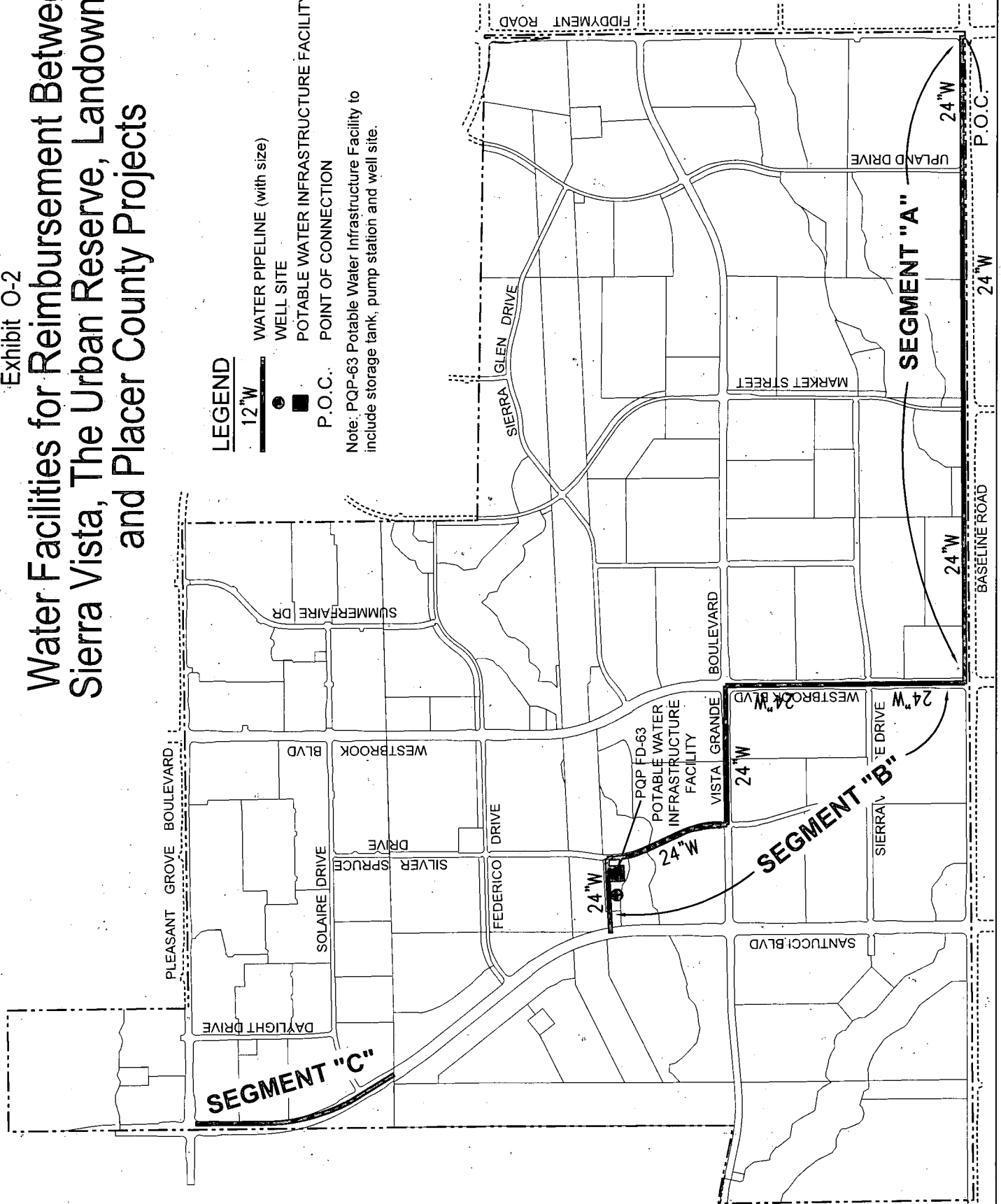
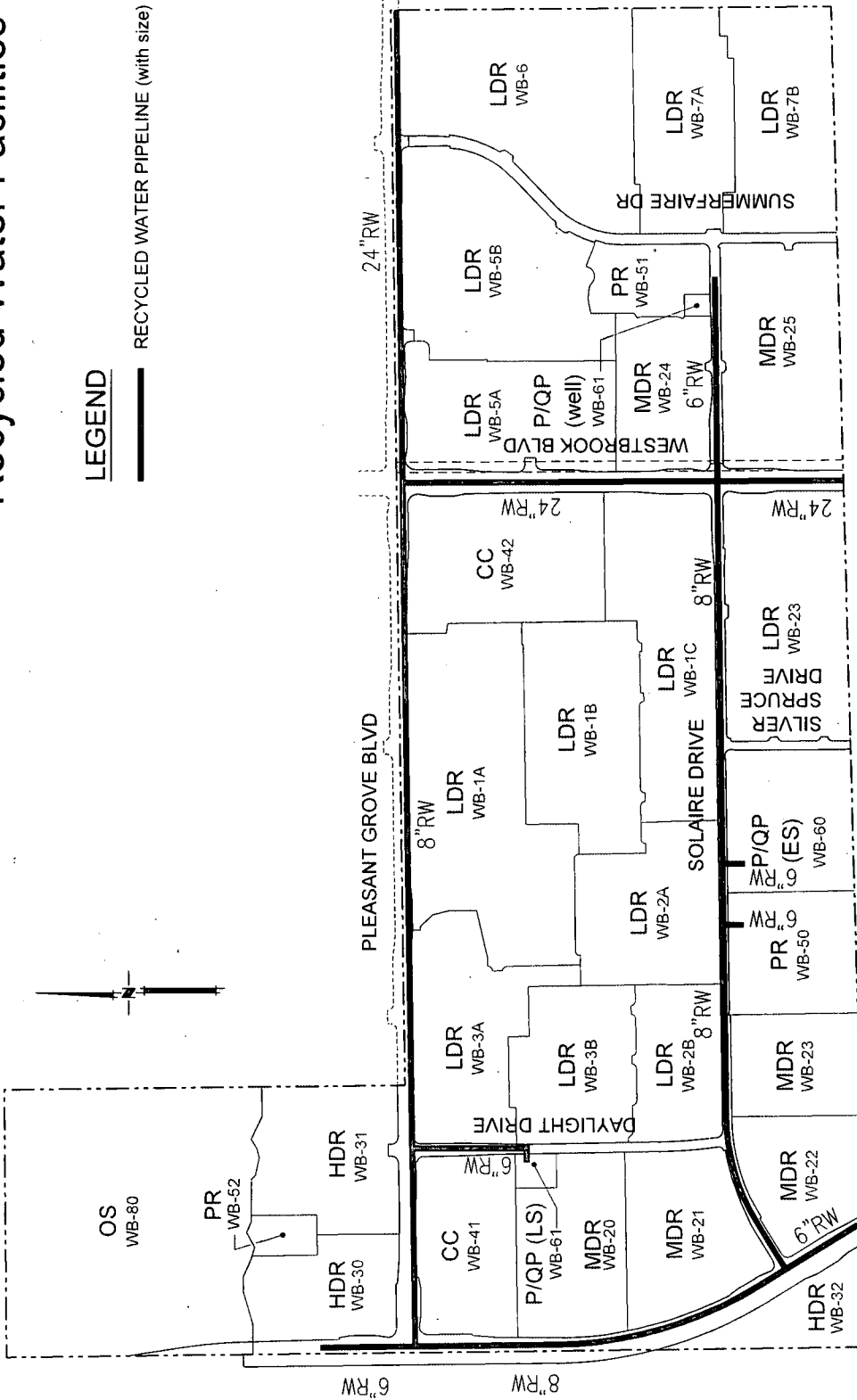


Exhibit P
Recycled Water Facilities



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%

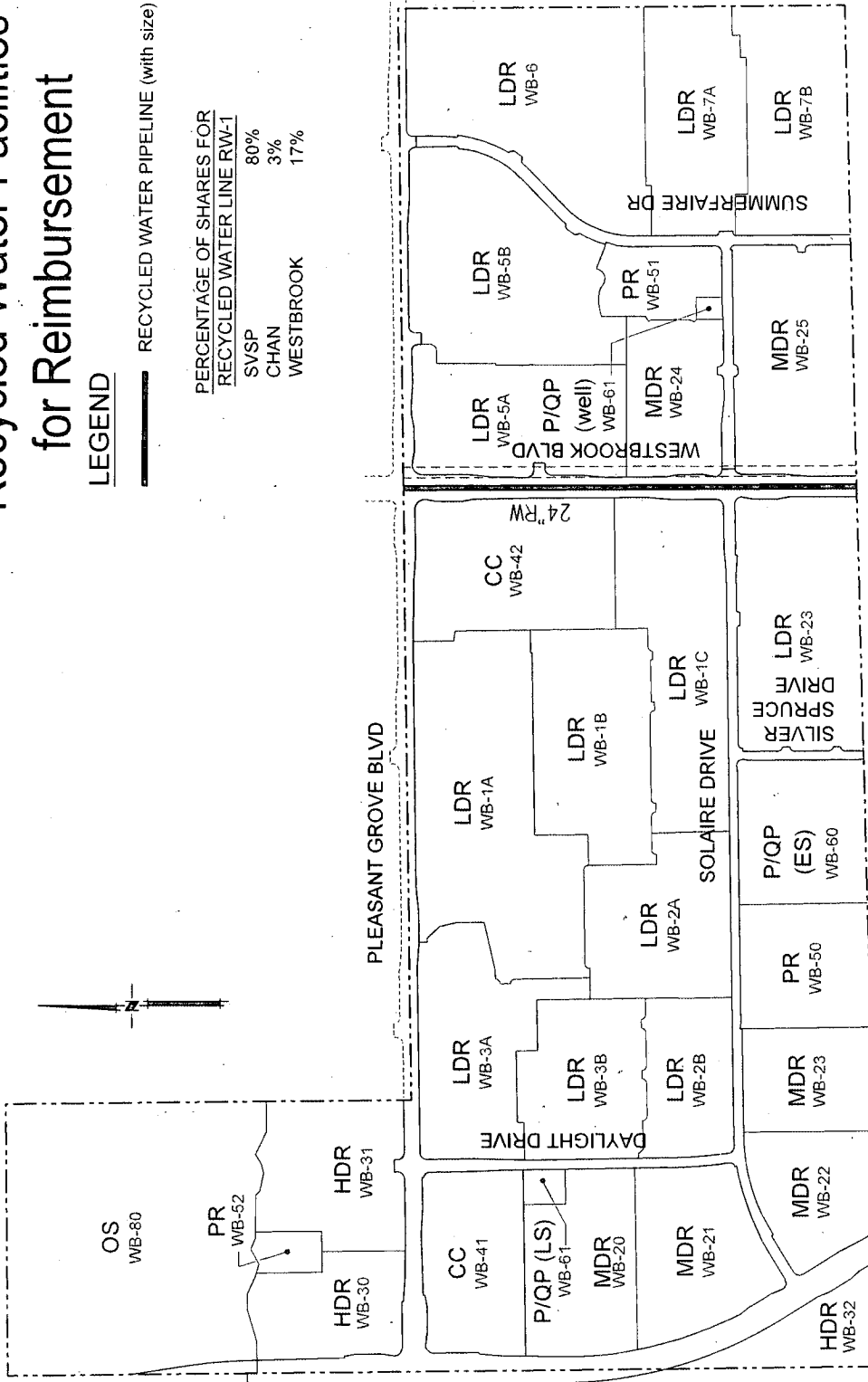


Exhibit R Storm Drainage Facilities

LEGEND



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

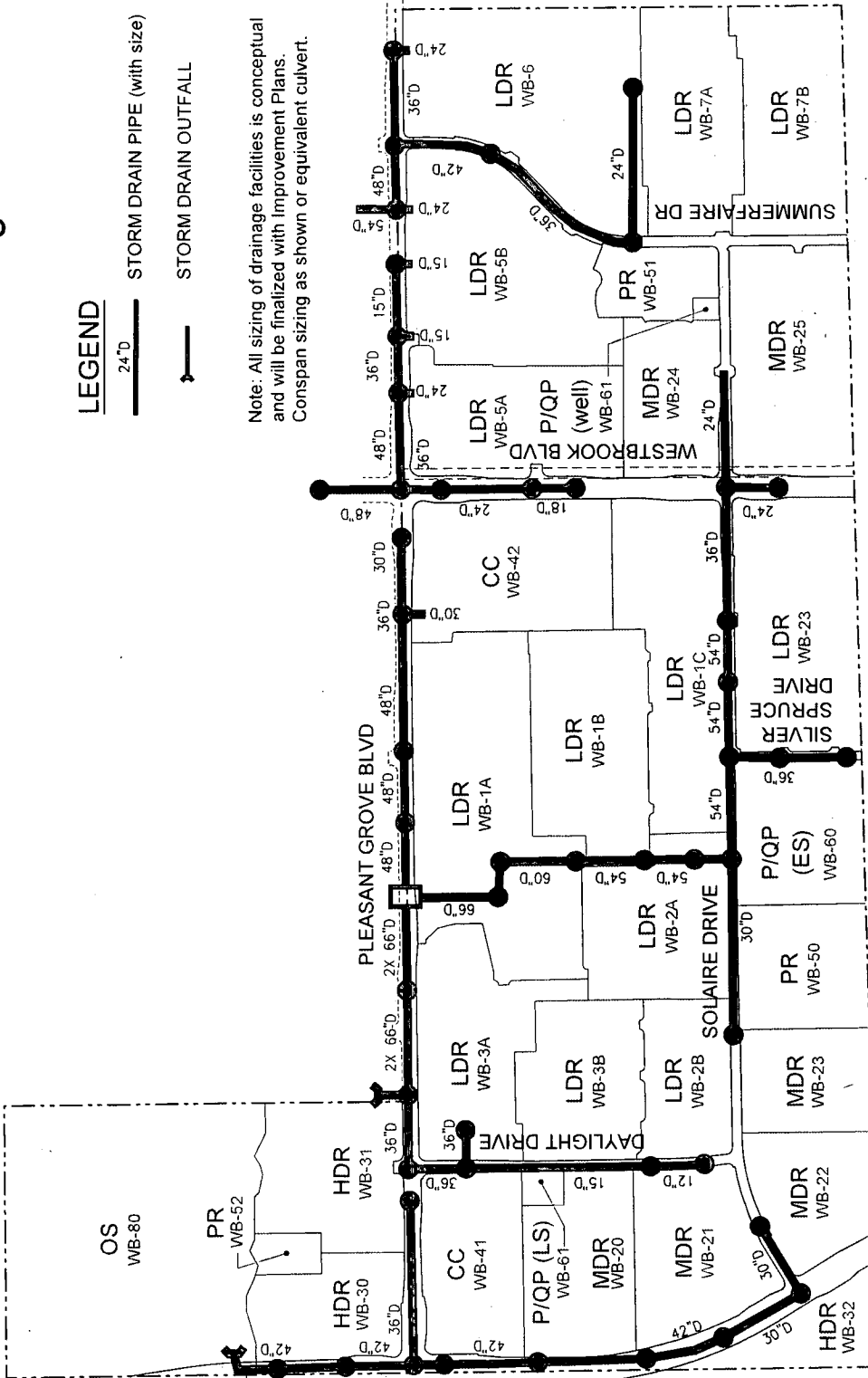
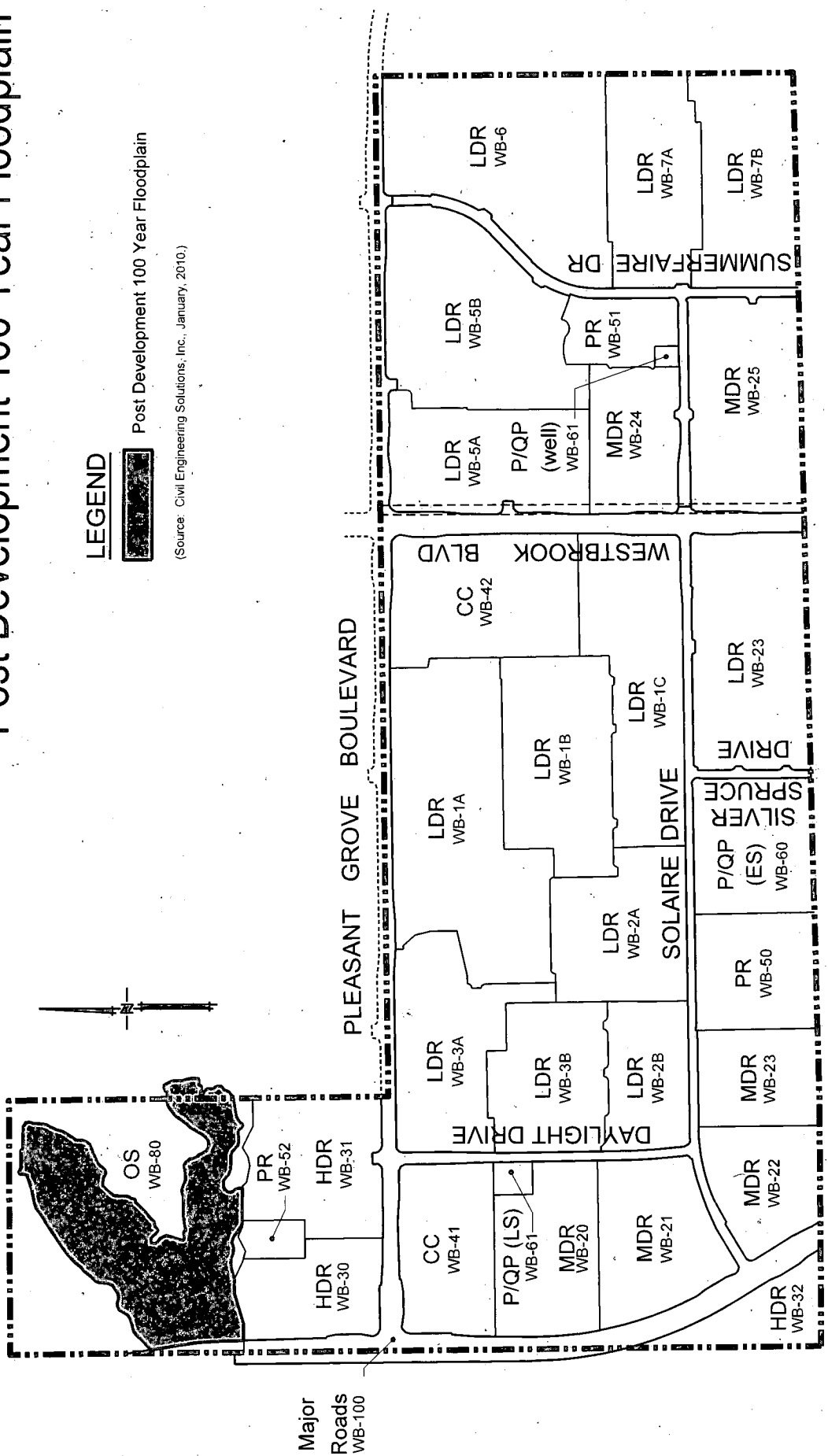


Exhibit S

Post Development 100 Year Floodplain



LEGEND



Post Development 100 Year Floodplain

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

Major Roads
WB-100

Exhibit T Electric Utility Improvements

LEGEND

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

(Source: Capitol Utility Specialists, Inc.)

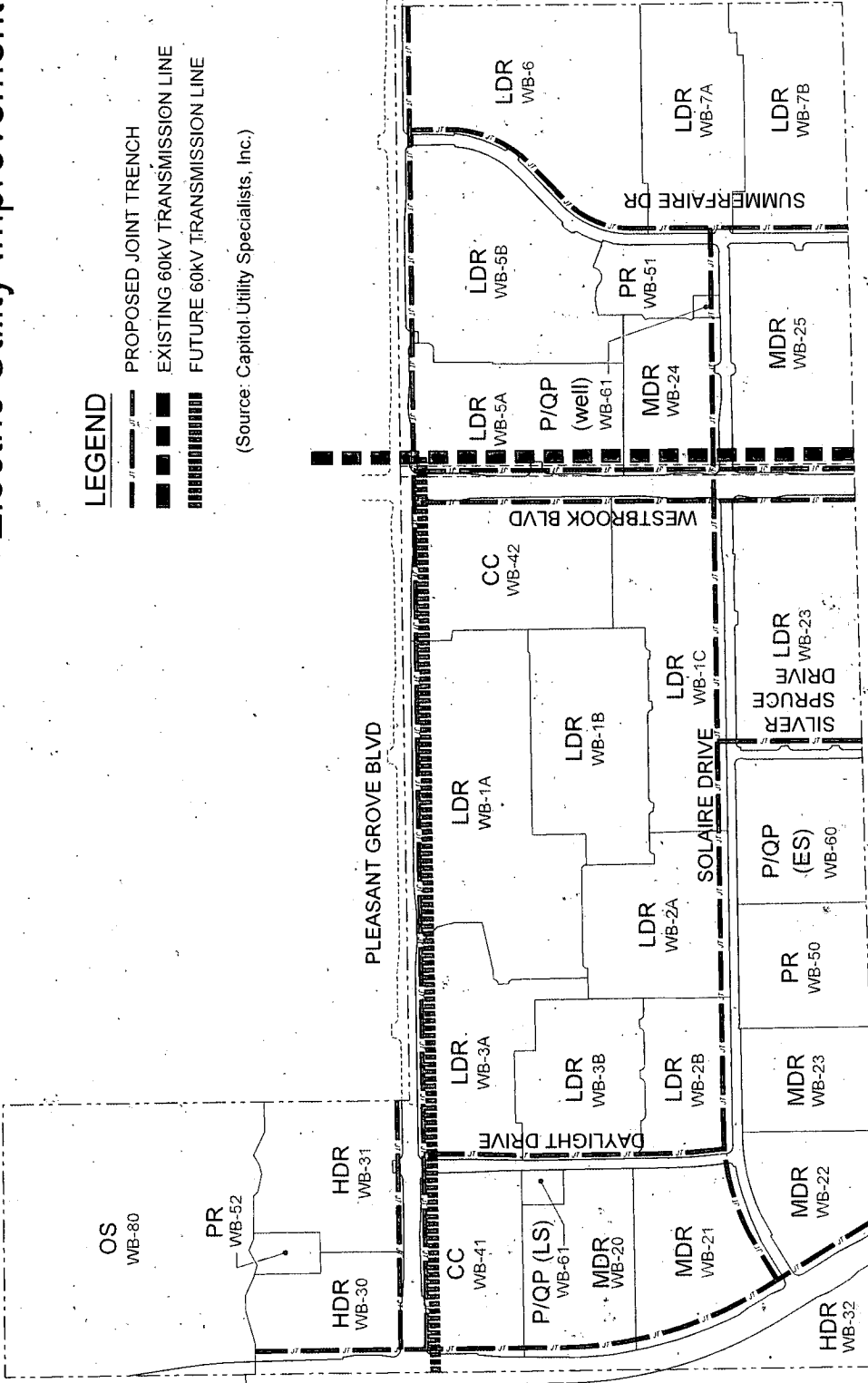
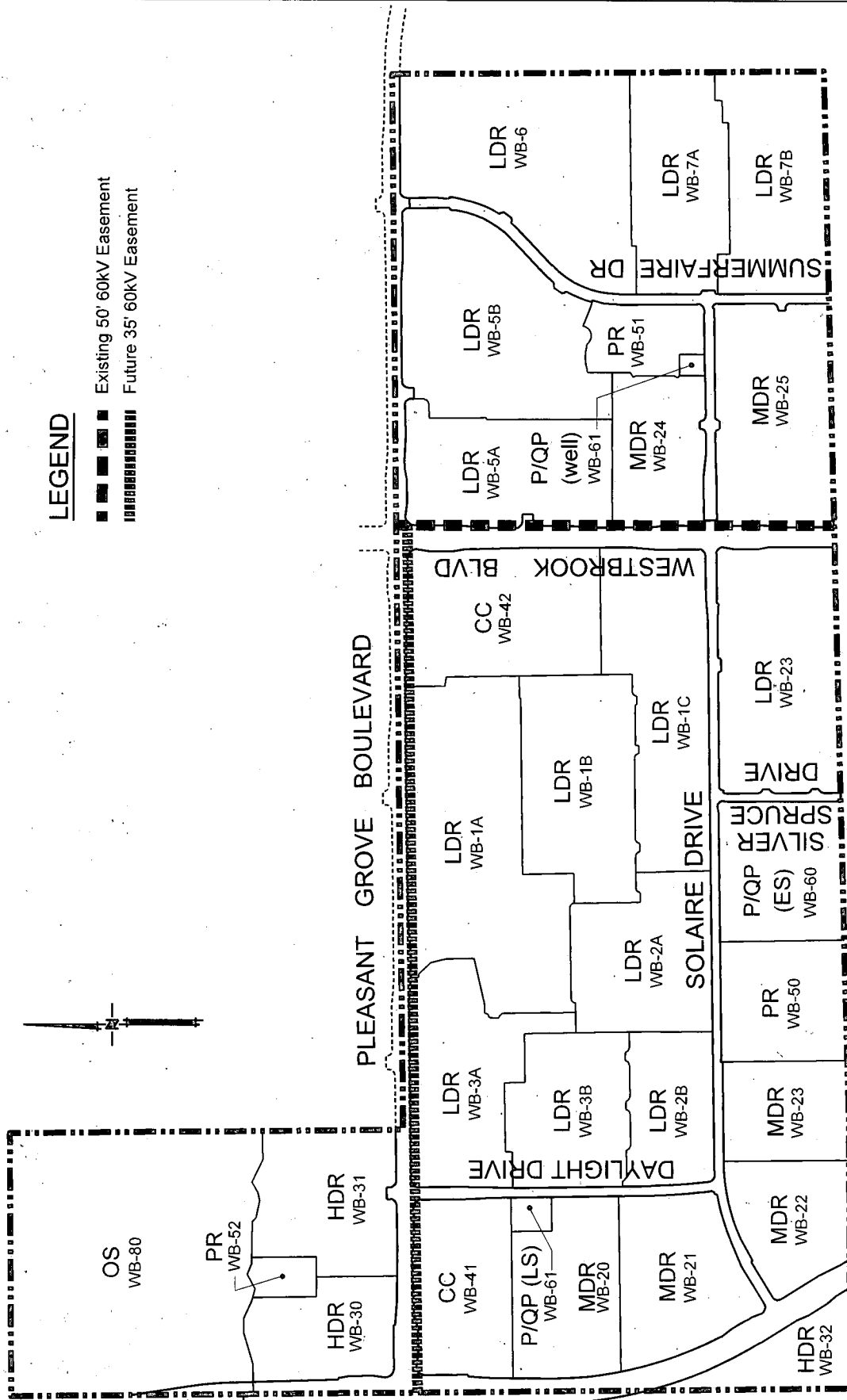


Exhibit U

60kV Easement Area

LEGEND

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



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			
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	

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	\$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

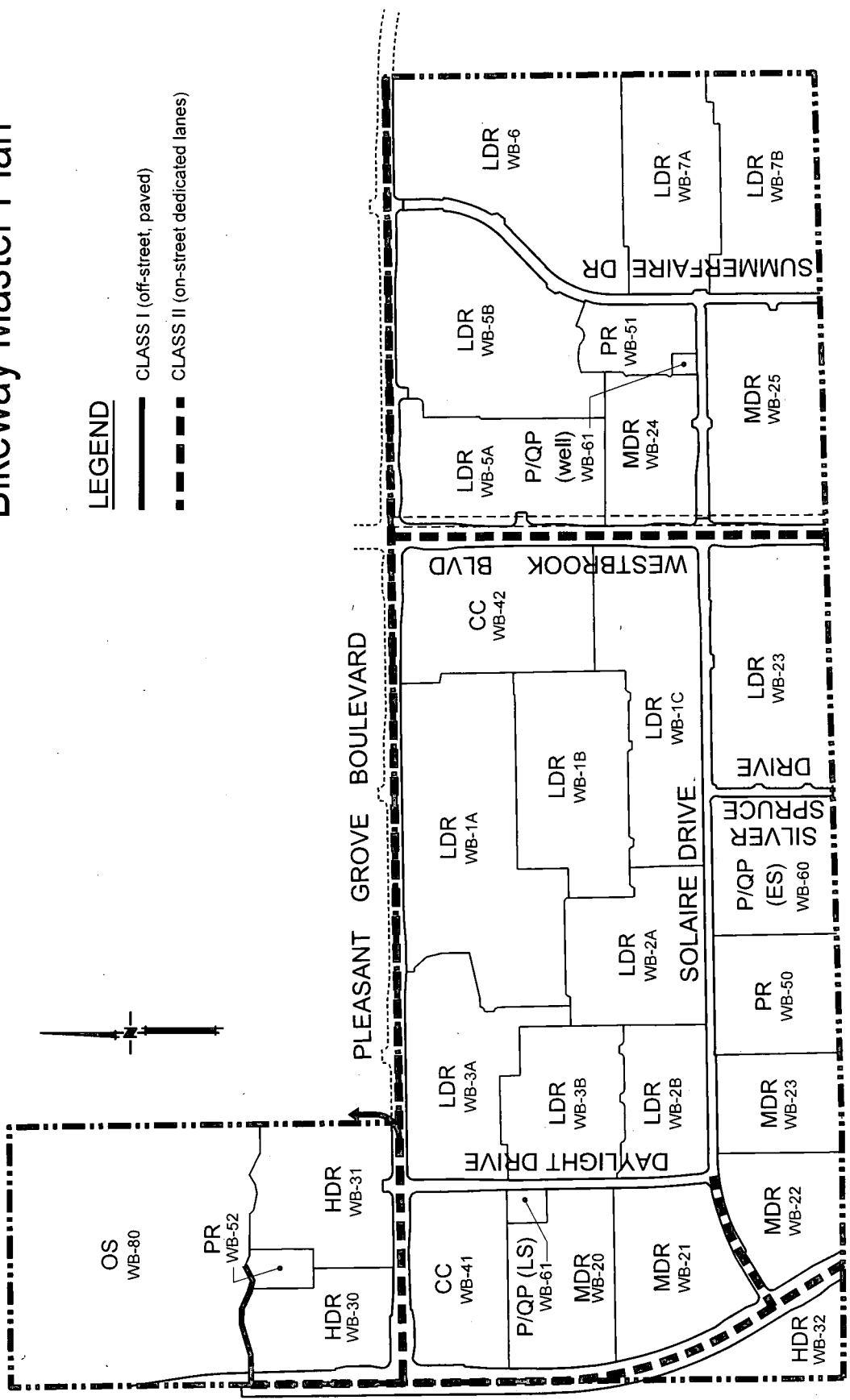
The paseos in Westbrook will be funded and built by the developing parcel owner where the paseos are planned. The costs have not been included in this Financing Plan and will be built in accordance with a City approved Phasing plan.

Exhibit X

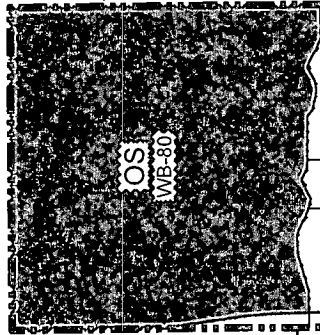
Bikeway Master Plan

LEGEND

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



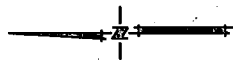
Open Space Preserve Areas



LEGEND



OPEN SPACE



PLEASANT GROVE BOULEVARD

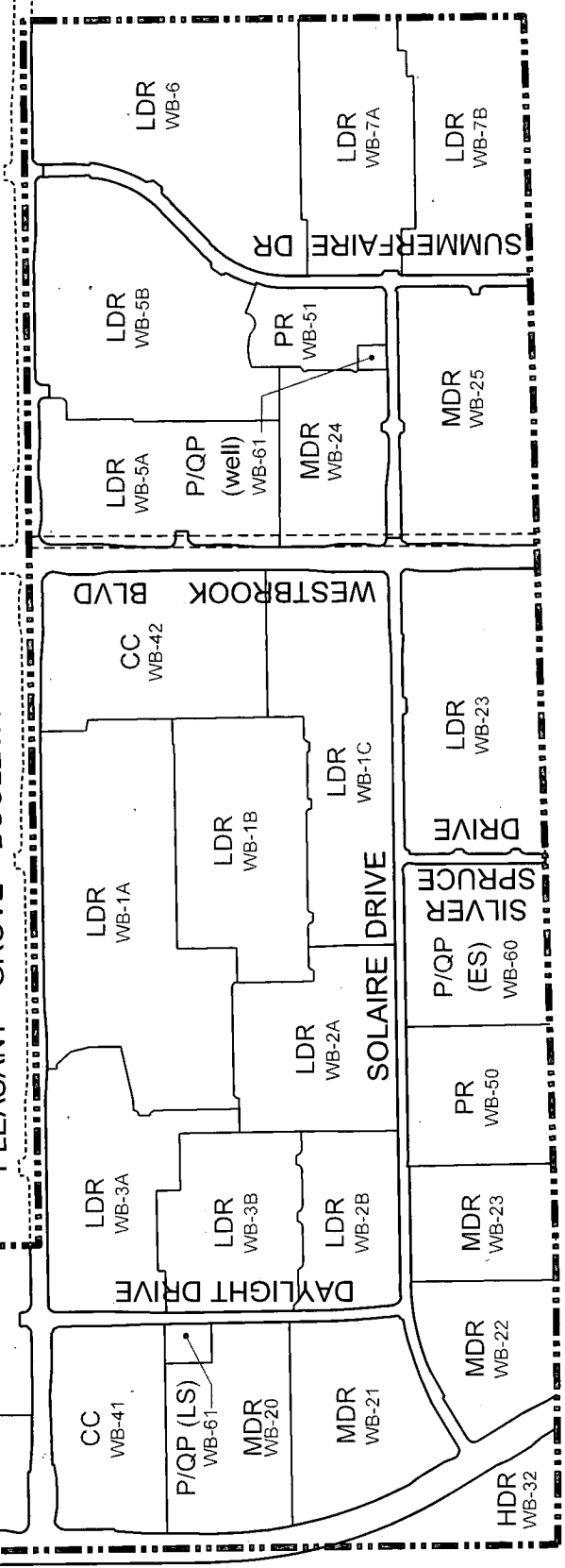


EXHIBIT AA

Westbrook Addition

Specific Plan (amended)

PARCEL	SPECIFIC PLAN/LAND USE	ACRES	UNITS	DENSITY	WATER EDUs, % of WB	SEWER EDUs, % of WB	RECYCLED WATER EDUs, % of WB	TRAFFIC EDUs, % of WB
WB-1/1A	LDR	22.5	87	3.9	87	87	87	87
WB-1B	LDR	14.2	87	6.1	87	87	87	87
WB-1C	LDR	14.8	85	5.7	85	85	85	85
WB-2/2A	LDR	11.4	66	5.8	66	66	66	66
WB-2B	LDR	6.9	35	5.1	35	35	35	35
WB-3/3A	LDR	11.6	66	5.7	66	66	66	66
WB-3B	LDR	10.2	67	6.6	67	67	67	67
WB-4	LDR	16.0	89	5.6	89	89	89	89
WB-5	LDR	30.5	157	5.1	157	157	157	157
WB-6	LDR	21.6	103	4.8	103	103	103	103
WB-7	LDR	25.1	134	5.3	134	134	134	134
Low Density Residential					976	976	976	976
WB-20	MDR	10.0	80	8.0	57	80	57	80
WB-21	MDR	10.0	80	8.0	57	80	57	80
WB-22	MDR	7.4	61	8.2	43	61	43	61
WB-23	MDR	7.2	59	8.2	42	59	42	59
WB-24	MDR	7.5	53	7.1	37	53	37	53
WB-25	MDR	14.3	100	7.0	71	100	71	100
Medium Density Residential					307	433	307	433
WB-30	HDR	7.9	237	30.0	69	162	69	146
WB-31	HDR	11.1	255	23.0	75	174	75	158
WB-32	HDR	5.1	128	25.1	37	87	37	79
WB-33	HDR	0.0			0	0	0	0
High Density Residential					181	423	181	383
WB-40	CC (CMU)	0.0			0	0	0	0
WB-41	CC	10.0			43	44	43	154
WB-42	CC	14.5			62	64	62	224
WB-43	CC	0.0			0	0	0	0
Community Commercial					105	108	105	378
TOTAL					1,569	1,940	1,569	2,170

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

ORDINANCE NO. 5681

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE FIRST
AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC,
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY
MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville amend the Development Agreement By and Between the City of Roseville and Westpark S.V.400, LLC (“Westpark” or “Landowner”) Relative to the Sierra Vista Specific Plan.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the 1st Amendment to the Development Agreement, and makes the following findings:

1. The 1st Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Sierra Vista Specific Plan;
2. The 1st Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The 1st Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The 1st Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The 1st Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Agreement;

SECTION 3. The 1st Amendment to the Development Agreement by and between Landowner and the City of Roseville, a copy of which is on file in the City Clerk’s Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed 1st Amendment to the Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder’s office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 4th day of May, 2016, by the following vote on roll call:

AYES	COUNCILMEMBERS:	Gore, Rohan, Herman, Roccucci, Garcia
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	None


MAYOR

ATTEST:



City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST: _____
City Clerk of the City of Roseville, California



DEPUTY CLERK