

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  
RYAN RONCO  
DOC- 2018-0010796-00

WEDNESDAY, FEB 21, 2018 10:28:47  
MIC \$0.00 | AUT \$0.00 | SBS \$0.00  
ERD \$0.00 | SB2 \$0.00 | \* \$0.00  
ADD \$0.00

Ttl Pd \$0.00 Rcpt # 02666788  
CLK98CT282/MB/1-30

(THIS SPACE RESERVED FOR RECORDER'S USE)

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FIRST AMENDMENT OF DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS  
ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC,  
AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP  
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

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RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS  
ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS,  
LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP  
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This First Amendment of Development Agreement is entered into this 19th day of January, 2018, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and WESTPARK SIERRA VISTA, LLC, a California limited liability company ("Westpark Sierra Vista"), as Assignee of WESTPARK FEDERICO, LLC, a California limited liability company ("Westpark Federico"), MOURIER INVESTMENTS, LLC, a California limited liability company ("Mourier"), and FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP, a California limited partnership ("Federico") (collectively, "Landowner"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

**RECITALS**

A. Westpark Sierra Vista's predecessor in interest, Westpark Federico, along with Mourier and Federico and City, entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010, in the Official Records of Placer County as Document No. 2010-0045943-00. Westpark Federico assigned its interest in the Development Agreement to Westpark Sierra Vista pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of January 5, 2011, and recorded January 12, 2011, as Document No. 2011-0003089-00, in the Official Records of Placer County, California. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. Westpark Sierra Vista's predecessor in interest, Westpark Federico, along with Mourier, Federico, and City entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan Area ("Specific Plan", "SVSP" or "Plan Area"), as such is more precisely defined in Exhibits "A" and "B" of the Development Agreement (the "Property").

C. This First Amendment to the Development Agreement (the "First Amendment") affects certain portions of the Property (the "First Amendment

Property”), as described in Exhibit “A” and Exhibit “B” attached to this First Amendment, and shall run with the land described in Exhibits “A” and “B” hereto. This First Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

D. Concurrent with its consideration of this First Amendment, City is processing a General Plan Amendment (Reso. Nos. 17-494, 17-495), Specific Plan Amendment (Resolution No. 17-496), Rezone (Ordinance No. 5903), and a Small Lot Tentative Subdivision Map (PL17-0024) for purposes of redesignating, rezoning, and subdividing the First Amendment Property. City and Landowner wish to enter into this First Amendment in order to provide consistency with these land use approvals for the First Amendment Property.

E. The First Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows to reflect and incorporate the land use changes for the First Amendment Property:

a. REVISED SECTION 2.2. The summary table of Section 2.2 (“Vested Entitlements”) is revised as follows:

“Low Density Residential	951 units on 189.9 Net Acres;
Medium Density Residential	641 units on 77.8 Net Acres;
High Density Residential	522 units on 24.5 Net Acres;
Community Commercial	7.5 Net Acres;
Community Commercial/Commercial	
Mixed Use	40 units on 5.7 Net Acres;
Park	16.5 Net Acres;
Open Space	112.0 Net Acres;
Open Space (paseo)	7.5 Net Acres;
Schools	21.6 Net Acres;
Electric Substation	1.1 Net Acres;
Water Treatment/Well Site	2.8 Net Acres;
Church	6.9 Net Acres;
Recycle Center	0.5 Net Acres;
Fire Station	3.2 Net Acres;
Right of Way	37.6 Net Acres.”

b. REVISED SECTION 2.6.2.1. Section 2.6.2.1 is revised in its entirety to read as follows:

“2.6.2.1 Affordable Obligation. Landowner agrees that one hundred and seventy-two (172) affordable rental units will be reserved within the First Amendment Property, including eighty-six (86) units for rental to very low income households and eighty-six (86) units for rental to low income households as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
FD-34	172	172	86	86
Total	172	172	86	86

c. REVISED SECTION 3.12. Section 3.12 is revised in its entirety to read as follows to reflect and incorporate the land use changes for the First Amendment Property:

“3.12. Parks, Open Space, and Bike Trails. Landowner shall dedicate to City a total of 16.54 acres of active park land and 119.54 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan as shown in Exhibit “BB”.

Landowner shall not construct any private single family access gates or private access from single family homeowner’s property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&Rs for any single family residential subdivision.”

d. REVISED SECTION 3.12.1. Section 3.12.1 is revised in its entirety to read as follows to reflect and incorporate the land use changes for the First Amendment Property:

“3.12.1 Park and Open Space Dedications. Landowner shall dedicate to City a total of 16.5 acres of active neighborhood parkland, 7.54 acres open space paseo and 112.0 acres of open space. The following four park parcels, eight open space paseo parcels, and twelve open space parcels shall be dedicated to City as described below and shown in Exhibit “BB”:

1. A 1.7-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel FD-50;
2. A 1.1-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-51;
3. A 5.5-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-52;
4. A 8.1-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-53;
5. A 1.12-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-70;
6. A 0.71-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-71A, and a 0.82-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-71B;
7. A 0.25-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-72A, and a 0.27-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-72B;
8. A 0.51-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-73A, and a 0.49-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-73B;
9. A 0.27-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-74A, and a 0.33-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-74B;
10. A 1.17-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel

FD-75;

11. A 0.15-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-76;
12. A 1.36-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-77;
13. A 5.7-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 FD-80;
14. A 5.5-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 FD-81;
15. A 11.1-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 FD-82A;
16. A 0.1-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 FD-82B;
17. A 3.4-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 FD-83;
18. A 25.3-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 FD-84;

19. A 20.8-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 FD-85;
20. A 1.7-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 FD-86;
21. A 4.1-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 FD-87A;
22. A 0.2-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 FD-87B;
23. A 13.2-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 FD-88A; and
24. A 20.9-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 FD-88B.

Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos



and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. 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. REVISED SECTION 3.17.1.2. Section 3.17.1.2 is revised in its entirety to reflect and incorporate the land use changes for the First Amendment Property, including adding a new final paragraph which is only applicable to the First Amendment Property, to read as follows:

“3.17.1.2 If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following:

- (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner’s exemption (2% Test).
- (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years.
- (c) City shall not unreasonably deny the Maximum

Annual Tax escalating at 2% per year.

- (d) Authorized facilities shall include, among other items, development impact fees for public improvements.
- (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below.
- (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees.
- (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales.
- (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds.
- (i) Except for the First Amendment Property, 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 or 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. 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 amount 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 SVSP. 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 portions of the Property other than the First Amendment Property 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). For portions of the Property other than the First Amendment Property, if SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) other than for the First Amendment Property 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 the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s) for other than the First Amendment Property, 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.

Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s).

For the First Amendment Property, 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 the First Amendment Property to bond proceeds from bond sales commencing in the year 31 timeframe.

Should the Project CFD(s) including the Property (but excluding the First Amendment Property) not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property outside of the First Amendment Property, or any property owner in the SVSP 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 (but excluding the First Amendment 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 an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).

f. EXHIBITS. The exhibits attached to the Development Agreement are proposed to be either deleted and replaced by new exhibits attached to this First Amendment, in the case of Exhibits E, F, BB, and DD, or are attached to this First Amendment as exhibits for this First Amendment only, in the case of Exhibits A and B, as follows:

Exhibit A - Legal Description of First Amendment Property

Exhibit B - Plat of First Amendment Property

Exhibit E - Land Use Plan

Exhibit F - Affordable Housing Sites

Exhibit BB - Parks and Open Space

Exhibit DD - Bikeway Master Plan

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, and is limited and applies only to development of the First Amendment Property, and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan Area, including, without limitation, any other portion of the Property. As amended hereby, the Development Agreement remains in full force and effect.

4. FORM OF AMENDMENT. This First Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 5898, adopted by the Council of the City of Roseville on the 20th day of December, 2017.

[Signatures on following pages]

CITY OF ROSEVILLE,  
A municipal corporation

By: [Signature]  
Rob Jensen  
City Manager

ATTEST  
By: [Signature]  
Sonia Orozco  
City Clerk

APPROVED AS TO FORM;  
By: [Signature]  
Robert R. Schmitt  
City Attorney

APPROVED AS TO SUBSTANCE:  
By: [Signature]  
Kevin Payne  
Development Services Director

LANDOWNER:

Federico/Tyler Family Limited  
Partnership, a California limited  
partnership

By: \_\_\_\_\_  
Leonard A. Federico, Trustee of  
James A. and Grace R. Federico  
Family Revocable Trust, as  
Amended and restated in 2005  
Partner

By: \_\_\_\_\_  
Grace R. Federico, Trustee of the  
James A. and Grace R. Federico  
Family Revocable Trust, as  
Amended and restated in 2005  
Partnership

By: [Signature]  
Anna Starks, Trustee of the Anna J.  
Starks Revocable Trust UTA  
February 14, 2000  
Partner

By: \_\_\_\_\_  
Leonard A. Federico, Trustee of the  
Leonard and Virginia Federico  
Family Trust dated November 20,  
2001  
Partner

By: [Signature]  
Janet M. Wright, Trustee of the  
Michael M. Wright Family Trust  
dated March 22, 2002  
Partner

By: [Signature]  
Gary J. Federico, Trustee of the  
Gary J. and Annie L. Federico  
Family Revocable Trust UTA dated

Michael J and Janet M

I have verified the instrument is a correct copy  
of the original on file in this office.  
City Clerk of the City of Roseville, California  
[Signature]  
DEPUTY CLERK

CITY OF ROSEVILLE,  
A municipal corporation

By: \_\_\_\_\_  
Rob Jensen  
City 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

LANDOWNER:

Federico/Tyler Family Limited  
Partnership, a California limited  
partnership

By: 

Leonard A. Federico, Trustee of  
James A. and Grace R. Federico  
Family Revocable Trust, as  
Amended and restated in 2005  
Partner (*sole trustee*)

By: 

~~Grace R. Federico, Trustee of the  
James A. and Grace R. Federico  
Family Revocable Trust, as Deceased  
Amended and restated in 2005  
Partnership~~

By: \_\_\_\_\_  
Anna Starks, Trustee of the Anna J.  
Starks Revocable Trust UTA  
February 14, 2000  
Partner

By: 

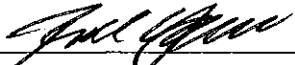
Leonard A. Federico, Trustee of the  
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2001  
Partner

By: \_\_\_\_\_  
Janet M. Wright, Trustee of the  
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dated March 22, 2002  
Partner

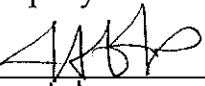
By: \_\_\_\_\_  
Gary J. Federico, Trustee of the  
Gary J. and Annie L. Federico  
Family Revocable Trust UTA dated

June 29, 2000  
Partner

MOURIER INVESTMENTS, LLC  
a California limited liability  
company

By:   
John L. Mourier, III  
Managing Member *Red Yamamoto*

WESTPARK SIERRA VISTA, LLC, a  
California limited liability  
company

By:   
Its: Manager



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.

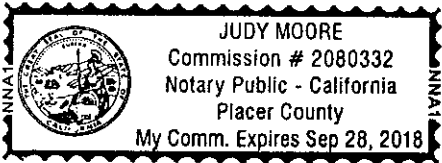
STATE OF CALIFORNIA            )  
  ): ss.  
COUNTY OF PLACER            )

On January 19, 2018, before me, Judy Moore, Notary Public, personally appeared Rob Jensen, 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 the 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 *Judy Moore*  
*Signature of Notary Public*



Document: First Amendment of Development Agreement  
By and Between City of Roseville and Westpark Sierra Vista LLC,  
As Assignee of Westpark Federico, LLC, Mourier Investments, LLC,  
And Federico-Tyler Family Limited Partnership  
Relative to Sierra Vista Specific Plan

ACKNOWLEDGEMENT

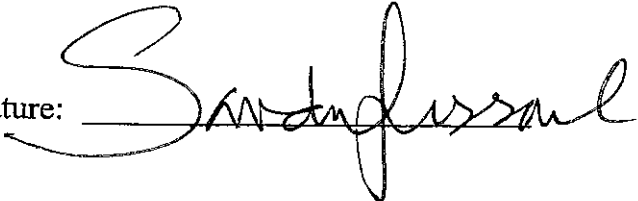
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
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STATE OF CALIFORNIA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

On this 1<sup>st</sup> day of December, 2017, before me, SANDRA LESSARD,  
Notary Public, personally appeared ANNA STARKS 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:  (Seal)



ACKNOWLEDGEMENT

<p>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.</p>	
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STATE OF CALIFORNIA            )  
   )  
 COUNTY OF SACRAMENTO    )

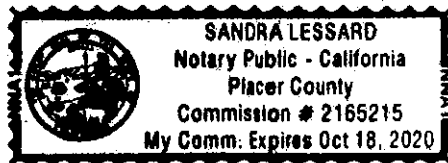
On this 30 day of November, 2017, before me, SANDRA LESSARD, Notary Public, personally appeared JANET M. WRIGHT who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the 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: *Sandra Lessard*

(Seal)



ACKNOWLEDGEMENT

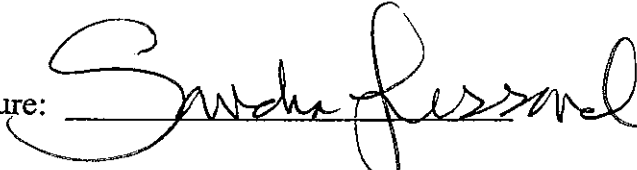
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

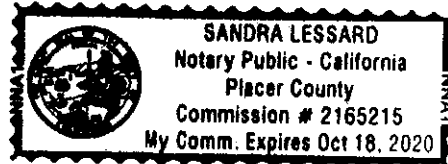
STATE OF CALIFORNIA )  
 )  
COUNTY OF SACRAMENTO )

On this 1<sup>st</sup> day of DECEMBER, 2017, before me, SANDRA LESSARD, Notary Public, personally appeared GARY J. FEDERICO 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:  (Seal)



**ACKNOWLEDGMENT**

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 Fresno )

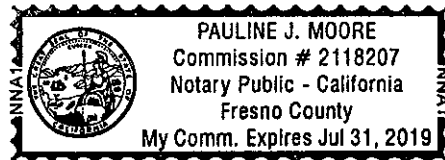
On November 30, 2017 before me, Pauline J. Moore, Notary Public  
(insert name and title of the officer)

personally appeared Leonard A. Federico  
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 Pauline J Moore (Seal)



**CERTIFICATE OF ACKNOWLEDGMENT**

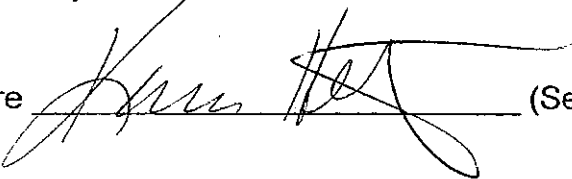
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Placer ) ss

On November 28, 2017 before me, Karen Headley,  
Notary Public, personally appeared Rod Yamahaka,  
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  (Seal)



ACKNOWLEDGEMENT

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 this 1<sup>st</sup> day of DECEMBER, 2017, before me, SANDRA LESSARD,  
Notary Public, personally appeared JEFF JONES 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: *Sandra Lessard* (Seal)



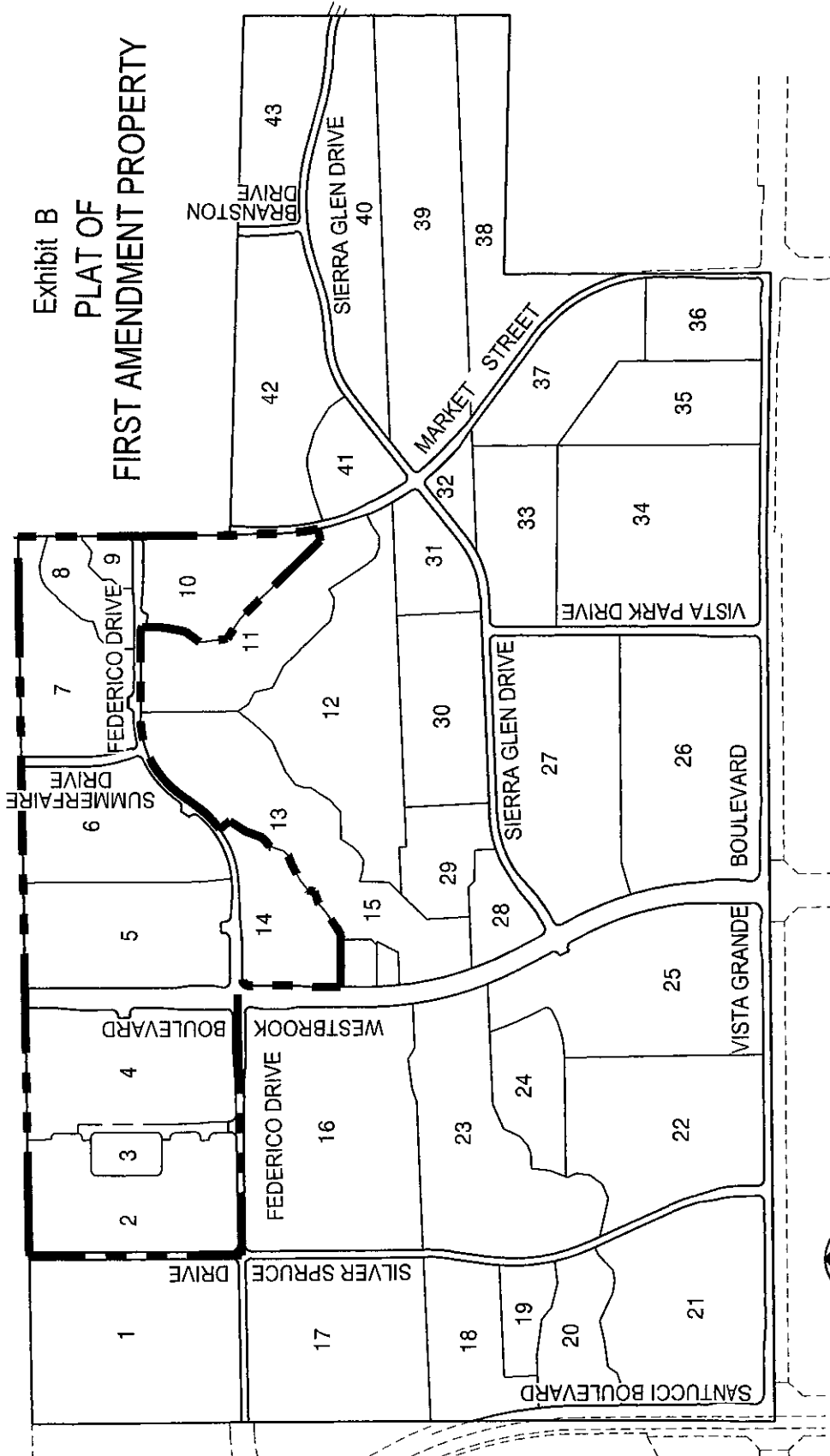
## **EXHIBIT A**

### **Legal Description of First Amendment Property**

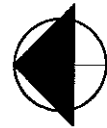
Lots 2 through 10, inclusive, and Lot 14 as shown and so designated on that certain Final Map entitled "Sierra Vista – Federico Large Lot Subdivision, Subdivision No. PL 15-0192" filed for record on February 16, 2017 in Book EE of Maps, at Page 6, Placer County Records.



Exhibit B  
**PLAT OF  
 FIRST AMENDMENT PROPERTY**



**SIERRA VISTA - FEDERICO**  
 LARGE LOT SUBDIVISION  
 SUBDIVISION NO. PL15-0192  
 CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

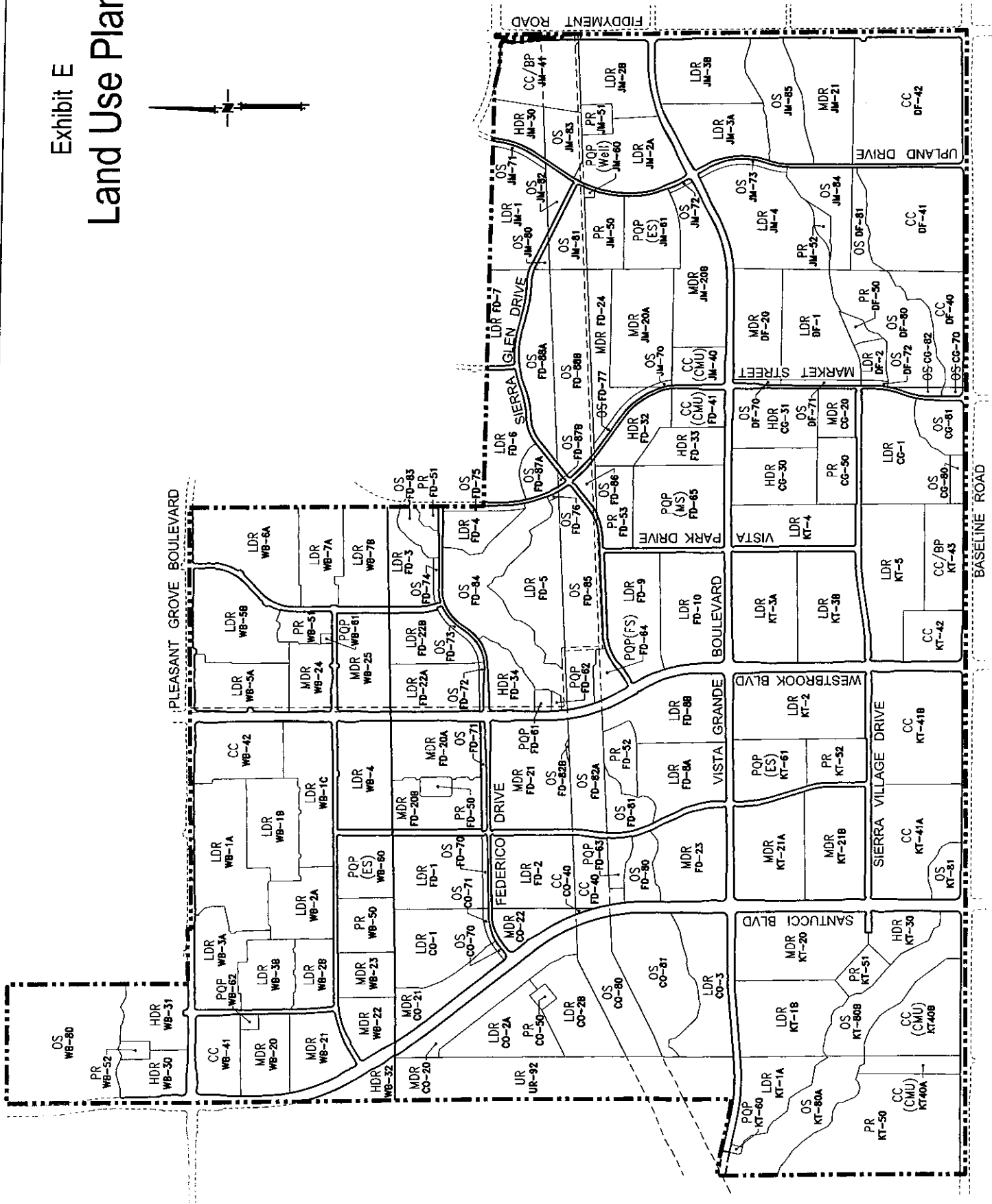
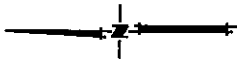


0 400 800 1600  
 NORTH

1" = 800'


**Mackay & Somp's**  
 Surveyors  
 1555 Center Road, Suite 100, Roseville, CA 95661 • (916) 774-1199

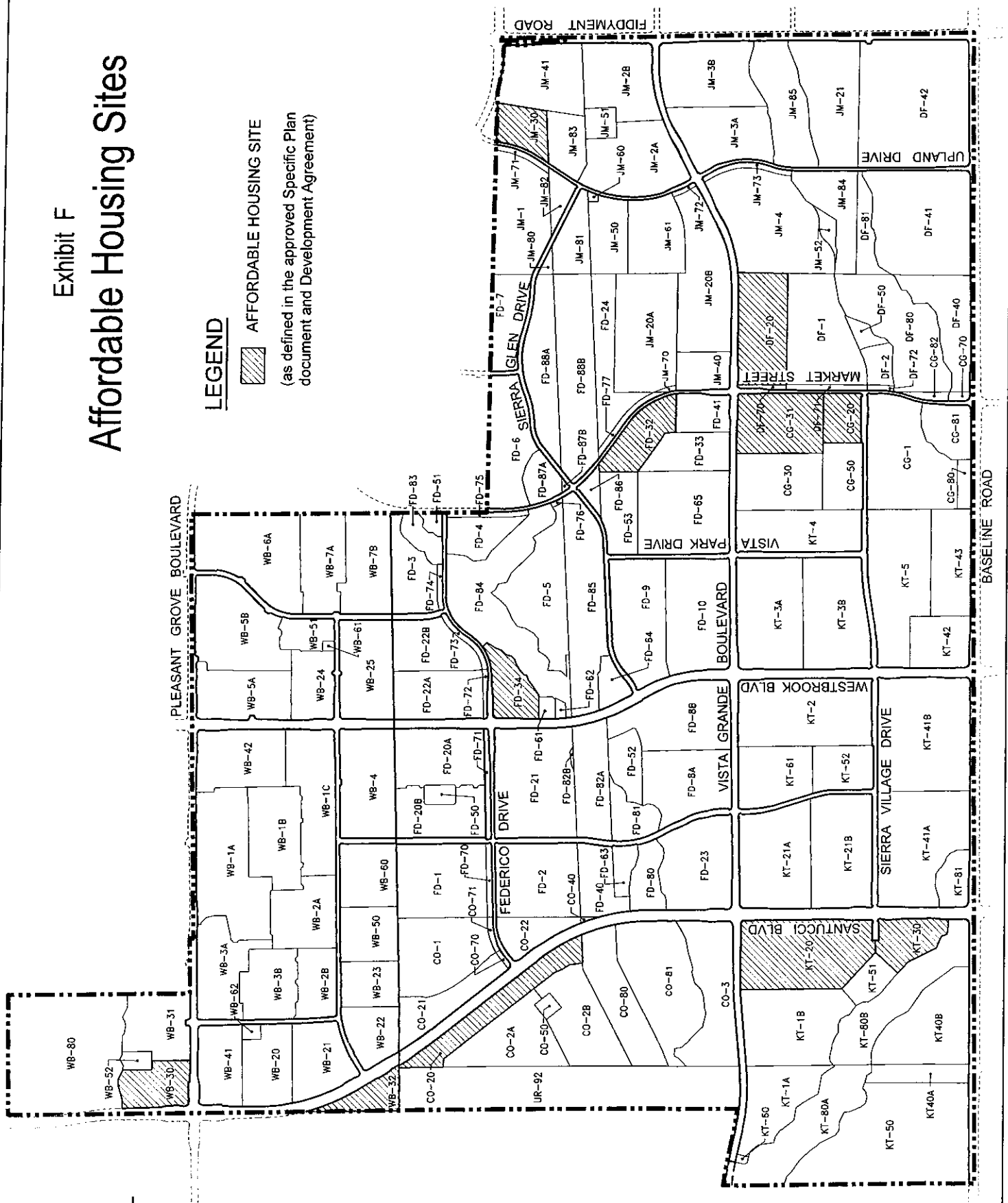
# Exhibit E Land Use Plan



# Exhibit F Affordable Housing Sites



## LEGEND

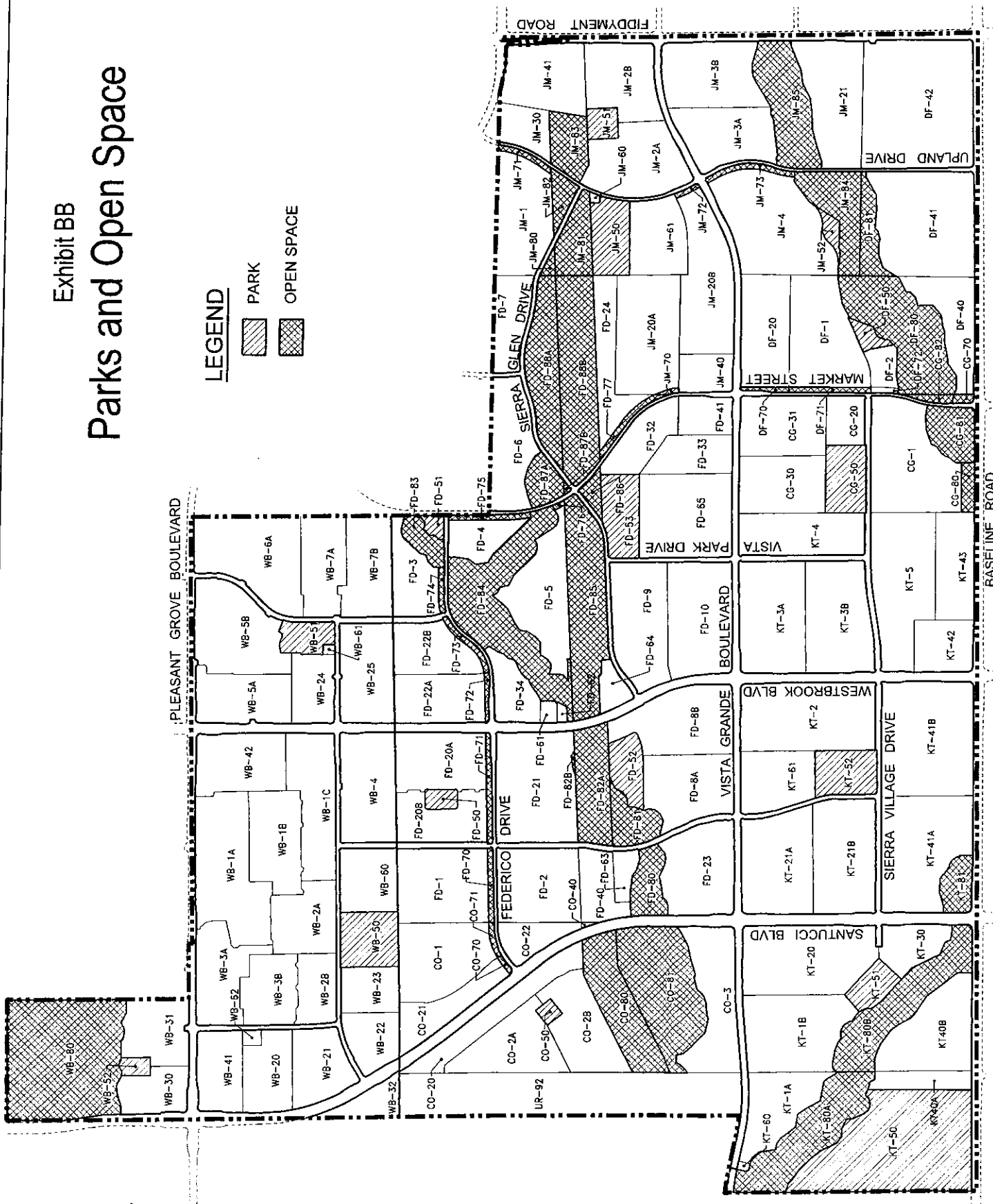
-  AFFORDABLE HOUSING SITE
- (as defined in the approved Specific Plan document and Development Agreement)



# Exhibit BB Parks and Open Space

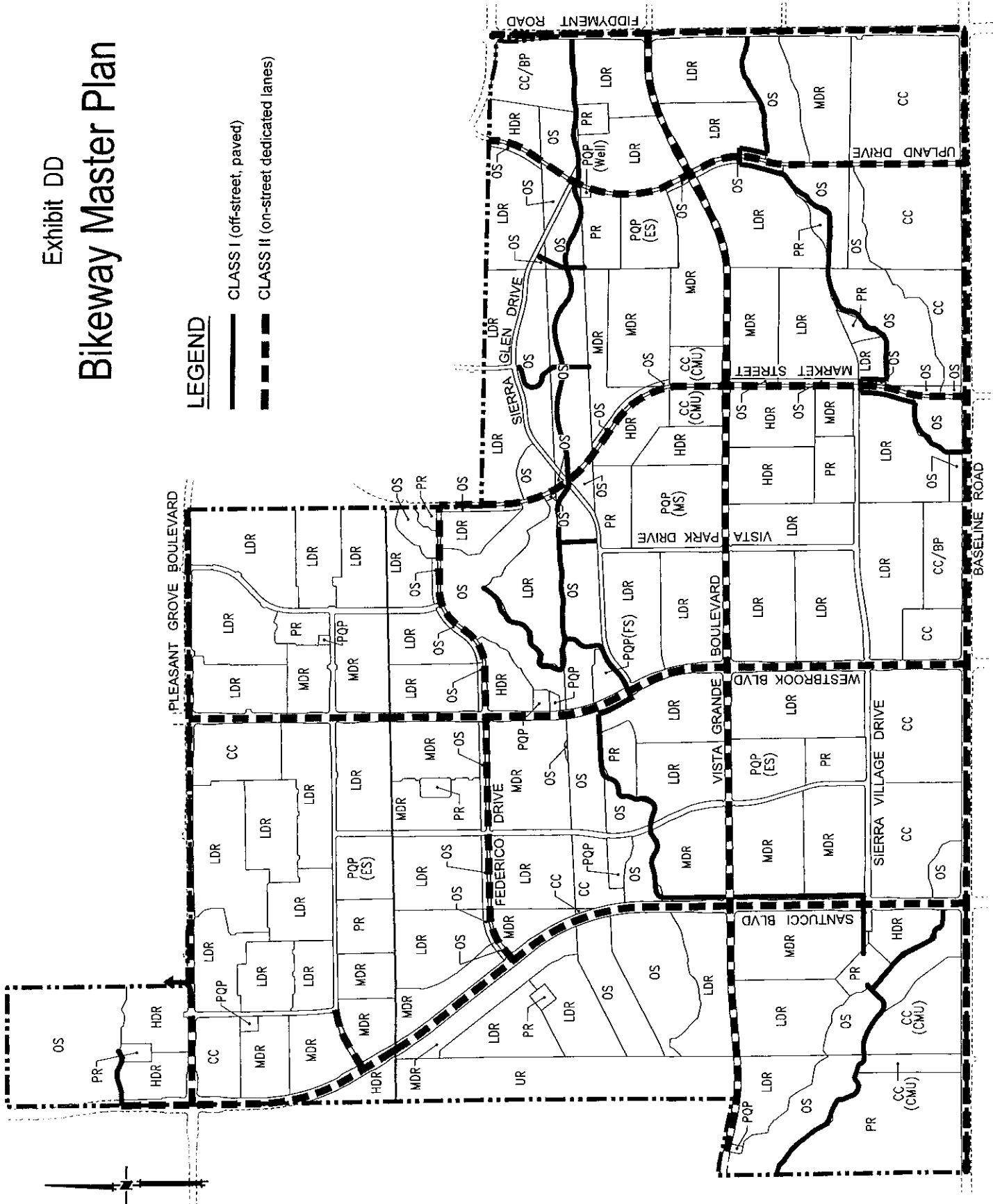
**LEGEND**

-  PARK
-  OPEN SPACE



# Exhibit DD Bikeway Master Plan

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



ORDINANCE NO. 5898

ADOPTING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP 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 enter into a First Amendment to Development Agreement by and between Westpark Sierra Vista, LLC, as assignee of Westpark Federico, LLC, Mourier Investments, LLC, and Federico-Tyler Family Limited Partnership, pertaining to the property located within the Sierra Vista Specific Plan Federico project area.

SECTION 2. Prior to considering the proposed Development Agreement, the City Council considered an Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) certified on May 5, 2010, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*; and

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the First Amendment to Development Agreement, and makes the following findings:

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

SECTION 4. The First Amendment to Development Agreement, by and between the City of Roseville and Westpark Sierra Vista, LLC, as assignee of Westpark Federico, LLC,

Mourier Investments, LLC, and Federico-Tyler Family Limited Partnership, 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 upon receipt and approval by the City Attorney's office.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment 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 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. 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 20th day of December, 2017, by the following vote on roll call:

AYES COUNCILMEMBERS: Gore, Alvord, Herman, Allard

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Rohan

  
VICE MAYOR

ATTEST:

  
\_\_\_\_\_  
City Clerk

This document is a current copy of the original on file in this office.  
\_\_\_\_\_  
PROPERTY CLERK