



PLACER, County Recorder  
 JIM MCCAULEY  
 DOC- 2014-0040699-00

WEDNESDAY, JUN 18, 2014 15:02:20  
 MIC \$0.00 | AUT \$0.00 | SBS \$0.00  
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Tt1 Pd \$0.00 Rcpt # 02363012  
 CLKCNMLFJ1/BJ/1-83

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  
 Cal. Gov. Code §27383

(This Space Reserved for Recorder's Use)

**FIFTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN  
 THE CITY OF ROSEVILLE AND ROSEVILLE FIDDYMENT LAND  
 VENTURE, LLC, RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This Fifth Amendment of Development Agreement (this "Fifth Amendment") is entered into this 7th day of May, 2014, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and ATC REALTY ONE, LLC, a Delaware limited liability company ("Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. Developer's predecessor in interest, Roseville/Fiddymment Land Venture, LLC ("RFLV") and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on February 23, 2004, and recorded on June 21, 2004, in the Official Records of Placer County as Document No. 2004-0080708. The Development Agreement governs a portion of the West Roseville Specific Plan Area ("Specific Plan", "WRSP" or "Plan Area"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. Certain terms of settlement agreements arising out of two lawsuits regarding the WRSP (Catalano v. Roseville and Defenders of Wildlife V. Norton) imposed additional conditions on the WRSP that require implementation through amendment of the Development Agreement.

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C. On January 4, 2006, City and RFLV, by Ordinance No. 4324, entered into the First Amendment of the Development Agreement ("First Amendment"). The First Amendment was recorded on March 2, 2006, in the Official Records of Placer County as Instrument No. 2006-0022488.

D. On June 18, 2008, City and RFLV, by Ordinance No. 4668, entered into the Second Amendment of the Development Agreement ("Second Amendment"). The Second Amendment was recorded on July 22, 2008, in the Official Records of Placer County as Instrument No. 2008-0059263.

E. On September 2, 2009, City and RFLV, by Ordinance No. 4767, entered into the Third Amendment of the Development Agreement ("Third Amendment"). The Third Amendment was recorded on September 10, 2009, in the Official Records of Placer County as Instrument No. 2009-0078876.

F. On July 17, 2013, City and Developer, by Ordinance No. 5211, entered into the Fourth Amendment of the Development Agreement ("Fourth Amendment"). The Fourth Amendment was recorded on August 20, 2013, in the Official Records of Placer County as Instrument No. 2013-0082174.

G. This Fifth Amendment affects a portion of the Property that is owned by Developer within the Plan Area (the "Fifth Amendment Property"), as described in Exhibit "A" and Exhibit "B" attached to this Fifth Amendment, and shall run with the land described therein.

H. This Fifth Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. REVISED SECTION 2.2. The approved land use of certain parcels within the Property has changed; therefore, the cumulative summary of land uses and approximate acreages, net of road right-of-way, set forth in Section 2.2 of the Development Agreement is hereby amended to read as follows:

Low Density Residential	3,240 units on 740.69 Net Acres;
Medium Density Residential	740 units on 69.01 Net Acres;
High Density Residential	1,888 units on 83.98 Net Acres;
Community Commercial	45.78 Net Acres;
Business Professional	0 Net Acres;
Park	203.0 Net Acres;
Open Space	340.12 Net Acres;
Open Space (Paseo)	6.66 Net Acres
Schools	71.95 Acres;
Fire Station	2.51 Net Acres;
Electric Substation	1.55 Net Acres;
Well Sites	0.52 Net Acres;
Other Public (Right of Way)	111.73 Net Acres.

b. REVISED SECTION 2.6. The total number of units which must be affordable to very low and low-income households has increased, and the obligation to provide for-sale units to middle-income households has been replaced with an obligation to provide rental units to middle-income households. Therefore, Section 2.6 of the Development Agreement is hereby amended by deleting "417" and replacing it with "587."

c. DELETED SECTION 2.6.1. Section 2.6.1 of the Development Agreement is hereby deleted and replaced with the following: "2.6.1 [Reserved]"

d. REVISED SECTION 2.6.2.1. The total number and location of affordable rental units has increased. Therefore, Section 2.6.1 of the Development Agreement is hereby amended in its entirety to read as follows:

"2.6.2.1 Affordable Obligation. Developer agrees that 587 affordable rental units will be reserved within the Property, including 235 units for rental to very low income households, 235 units for rental to low income households, and 117 units for rental to middle-income households, as follows:

Parcel F-20	78 very low income rental units 76 low income rental units
Parcel F-22	91 very low income rental units 93 low income rental units
Parcel F-6B	66 very low income rental units 66 low income rental units 63 middle-income rental units
Parcel F-8A	0 very low income rental units 0 low income rental units 54 middle-income rental units"

e. REVISED SECTION 2.6.2.2. Section 2.6.2.2 of the Development Agreement is hereby amended in its entirety to read as follows:

"2.6.2.2 Transfer/Satisfaction of Obligation. At the request of Developer, the affordable rental housing obligation (or any portion thereof) may be transferred, with the consent of the Economic Development Director, from one Parcel within the Property to another Parcel within the Property. No such transfer shall require an amendment to this Agreement, but City and Developer shall execute an instrument memorializing such transfer of obligation that shall be recorded against the affected parcels, with reference to this Agreement. Provided, however, in no event shall a transfer result in any one parcel containing more than 200 affordable units."

f. REVISED SECTION 3.3. The following is hereby added to Section 3.3 of the Development Agreement:

"It is anticipated that the Property will develop in multiple sub-phases. The sub-phasing concept is depicted within the Infrastructure Phasing Matrix attached to this Fifth Amendment as Exhibit F. Developer, or its successor(s) in interest, shall develop and construct the infrastructure necessary to serve each phase of the Project within the Property, as depicted in the Infrastructure Phasing Matrix.

The City has confirmed that progression of development in sub-phases as described in the Phasing Matrix includes the necessary facilities to support the approved land uses within each of the sub-phases if built in the sequence described in the Phasing Matrix. If Developer proposes to develop a portion of the Property out of sequence from that set forth in the Phasing Matrix, then, prior to the issuance of a building permit in the applicable sub-phase, the City may require special studies to confirm that the necessary facilities, including but not limited to, sanitary sewer, recycled water, potable water, storm drain, electric facilities, and roadway serving the applicable out-of-sequence sub-phase will be provided. Developer will be responsible for all reasonable third-party costs associated with the preparation of any required special studies, and for the cost of City staff (on a time and materials basis) required for such confirmation."

g. REVISED SECTION 3.5.2.1. The number of LDR, MDR and HDR units within the Fifth Amendment Property is being adjusted in connection with this Fifth Amendment; therefore, the amount of the Blue Oaks Boulevard Off-Site Road Fee (defined in the Fourth Amendment) that will be applied to LDR, MDR, and HDR building permits within the Fifth Amendment Property is hereby amended as follows: (i) \$539 per LDR or MDR building permit, and (ii) \$334 per HDR unit.

In the event that Segment 1 of Blue Oaks Boulevard, as described in paragraph 3.5.2.1 of the Fourth Amendment to the Development Agreement, is constructed or is under construction by a third party(ies) in advance of the development of Phase 3, Developer shall reimburse such third party(ies) the cost (or reasonable estimated cost, subject to true up) of design, construction, and construction management of Segment 1 prior to the issuance of the first building permit in Phase 3.

h. REVISED SECTION 3.5.3.1. The number of LDR, MDR and HDR units within the Fifth Amendment Property is being adjusted in connection with this Fifth Amendment; therefore, the amount of the Westpark Drive Off-Site Road Fee (defined in the Fourth Amendment) that will be applied to LDR, MDR, and HDR building permits within the Fifth Amendment Property is hereby amended as follows: (i) \$163 per LDR or MDR building permit, and (ii) \$101 per HDR unit.

i. NEW SECTION 3.5.17.1. The following paragraph is added to the Development Agreement as Section 3.5.17.1:

“Placer County Traffic Mitigation Fee. As more particularly described below, Developer agrees to pay to City at the time building permits are issued within the planning areas described below, a fee of \$125 per DUE (the “Placer County Traffic Mitigation Fee”) to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (excluding Watt Avenue (Santucci Boulevard) and the extension of Vista Grande Boulevard as provided in Section 3.5.15 above) for the additional 1,189 LDR and MDR units and the 472 HDR units. Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.

The Placer County Traffic Mitigation Fee will be collected within the following planning areas of the Fifth Amendment Property: F-6A, F-6B, F-6C, F-8A, F-8B, F-10A, F-10B, F-10C, F-11B, and F-13B (95 units). Planning area F-13B is currently approved for 159 units. Concurrently with the City’s approval of a tentative subdivision map for planning area F-13B Developer and City shall identify which 95 units within F-13B will be subject to the Placer County Traffic Mitigation Fee.

j. REVISED SECTION 3.7.6. Section 3.7.6 of the Development Agreement is hereby amended with respect to the Property by adding the following provisions:

“Developer shall implement the water conservation plan attached to this Fifth Amendment as Exhibit SS in its development of the Property (the “Water Conservation Plan”). The Water Conservation Plan shall include compliance with the City’s Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Property and measures to

ensure a water conservation objective of a reduction in water use by 20.4% over current land use characteristics in the Property are achieved in perpetuity, and shall be approved at the discretion of the Environmental Utilities Director prior to issuance of the first building permit in the Property. Such water conservation measures shall include, but are not limited to, smart timers, re-circulating hot water systems, and turf limitations. The measures implemented shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan that are approved by the Environmental Utilities Director shall not require an amendment to the Development Agreement.”

k. NEW SECTION 3.7.8. The following section is hereby added to the Development Agreement as Section 3.7.8:

“3.7.8 Periodic Confirmation of Water Conservation Goal for the Property. The City has determined, and the Developer agrees, that the available water supply is sufficient to serve the Property. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Property. The demand for water at build-out of the Property was determined by reference to the City's current information on water usage for the various land uses included and permitted within the City and the proposed land uses within the Property and by reference to the Developer's Water Conservation Plan which includes a reduction in water use by 20.4% over current use characteristics.

The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied that the demand and source assumptions relied upon to assure water for the Project (including the Fifth Amendment Property) are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions used within the Property and used within the Water Conservation Plan as described in Section 3.7.6.

Validation of water supplies for the Project is described within Section 5.3 below.

At the time after the completion of 50% of the dwelling units in the Property, and then no more frequently than annually thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Property. Water conserved by Developer pursuant to measures implemented under Section 3.7.6 of this Agreement shall be factored into the review provided hereunder to the benefit of Developer. If the City determines that the actual demand differ materially from the assumptions in the Water Conservation Plan, and that the difference(s) will negatively affect the City's ability to provide water for the Property, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Property's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 20.4% over current potable water usage as set forth herein, and the then-built portion of the Property has met its 20.4% objective set forth in this Section 3.7.8, the residential units for which building permits have not yet been issued within the remainder of the Property shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 20.4% objective set forth in this Section 3.7.8. If the then-built portion of the Property has not met its 20.4% objective, despite implementation of the conservation measures set forth in the Water Conservation Plan, Developer and City shall meet to discuss, in good faith, the achievement of a higher conservation objective within the un-built portion of the Property. Development and implementation of such measures on the un-built units in the Property shall be at Developer's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the Property shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein."

l. REVISED SECTION 3.12. The total amount of active park lands and open-space lands to be dedicated has increased. Therefore, Section 3.12 of the Development Agreement is hereby amended by deleting "active park lands (195.2 acres) and open-space lands (341.3 acres)" and replacing it with "active park lands (203 acres) and open-space lands (346.9 acres)."

m. REVISED SECTION 3.12.1. The total amount of park land, open-space paseo and open-space land to be dedicated has increased; therefore, Section 3.12.1 of the Development Agreement is hereby amended as follows:

"(i) The introductory paragraph of Section 3.12.1 is hereby amended in its entirety to read:

3.12.1 Park and Open Space Dedications. Developer shall dedicate a total of 203.0 acres of park land, 6.7 acres of open space paseo and 341.3 acres of open space to the City. The City and Developer shall meet with the School District to coordinate and confer on the site plans and designs for the school/park site(s) prior to the submittal of school plans to the Office of the State Architect. The following seven (7) park parcels, four (4) open space paseo parcels and eight (8) open space parcels shall be dedicated to the City as described below and shown on Exhibit "FF":

(ii) Subsections 2, 8, 9, 10 and 11 of Section 3.12.1 are hereby deleted and replaced with the following:

- "2. A 11.9-acre, more or less, portion of Property for the purposes of a public park, as shown as Parcel F-51;
- ...
- 8. A .84-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-90;
- 9. A 2.28-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-91;
- 10. A 1.68-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-92;

11. A 0.95-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-93.”

n. REVISED SECTION 3.12.10. Developer shall construct the community garden parking lot described in Section 3.12.10 of the Development Agreement (including post & cable fencing along the road and utility stubs as requested by City) within 6 months following receipt of written notice from City requesting construction and confirming that there are adequate funds in the City Wide Park Fund to reimburse Developer for the cost thereof, weather permitting. City shall review and approve an itemized list of costs of the improvements prior to start of any work. Changes or increases to the approved costs shall be reviewed and approved by the City prior to proceeding with the work relating to the change or increase in approved cost. City shall accept the improvements upon completion of construction (including the correction of any punchlist items identified during the City’s final inspection), and shall reimburse Developer for the cost thereof within 30 days after submission of a written request for reimbursement which shall include all contracts, invoices and supporting documentation of costs.

o. REVISED SECTION 3.12.6. The total amount of Paseo Facilities to be provided has increased. Therefore, Section 3.12.6 of the Development Agreement is hereby amended in its entirety to read as follows:

“3.12.6 Paseo Facilities Provided by Developer. Paseos shall consist of Class Ia bike trail(s), and landscaping improvements consistent with the design concepts contained in the WRSP Specific Plan and Design Guidelines. Developer shall construct paseos at the time of construction of adjacent small lot subdivisions as follows:

- a. Paseo F-90A shall be constructed with residential Parcel F-8D;
- b. Paseo F-90B shall be constructed with residential Parcel F-8C;
- c. Paseo F-90C shall be constructed with residential Parcel F-7;
- d. Paseo F-91A shall be constructed with residential Parcel F-7;
- e. Paseo F-91B shall be constructed with community commercial Parcel F-6D;
- f. Paseo F-91C shall be constructed with residential Parcel F6A;
- g. Paseo F-92A shall be constructed with residential Parcel F-9C;

- h. Paseo F-92B shall be constructed with residential Parcel F-9C;  
and
- i. Paseo F-93 shall be constructed with residential Parcel F-11A."

p. NEW SECTION 3.12.7.3. The following paragraph is hereby added to the Development Agreement as Section 3.12.7.3:

"Bike Trail Grading in Open Space Parcel F-80. At such time as grading activities occur on properties adjacent to Open Space Parcel F-80, the grading will extend into Parcel F-80 to include the rough grading of the future bike trail. The final design concept for the bike trail will be reviewed by City in connection with the City's review of small lot tentative maps for subdivisions adjacent Open Space Parcel F-80. Accommodations for positive drainage including v-ditches and the placement of culverts shall be included at the Developer's cost and expense. All necessary drainage pipe extensions and outfalls shall be extended beyond the future bike trail and connect to an accepted creek or drainage way. The final trail improvements will be constructed if and when the City is able to secure sufficient funding for the construction of the bike trail either through the WRSP Bike Trail Fee or through other sources. If funding is available, the City reserves the right to condition future project entitlements to complete the construction of the bike trail with reimbursement to the constructing party."

q. REVISED SECTION 3.12.9. The total number of Pocket Parks to be constructed has increased. Therefore, Section 3.12.9 of the Development Agreement is hereby amended by adding "Parcel F-101" to the list of parcels upon which Pocket Parks are located.

r. REVISED SECTION 3.12.9.5. Section 3.12.9.5 of the Development Agreement is hereby amended in its entirety to read as follows:

"3.12.9.5 Subject to Developer's reimbursement obligation set forth below, City shall maintain each Pocket Park from and after completion and acceptance thereof by the City. Provided, however, if a Pocket Park is completed and accepted during a fiscal year of the Maintenance CFD (also known as "CFD No. 2") in which there

are insufficient funds in the Maintenance CFD to pay for the maintenance of the newly constructed Pocket Park, then Developer shall pay the City's actual cost to maintain the newly constructed Pocket Park from the date of City's acceptance through the remainder of the fiscal year in which the Pocket Park was accepted, to the extent that there are insufficient funds within Maintenance CFD to pay such costs during that period of time. Furthermore, continuously throughout the period during which Developer is actively marketing residential units for sale within the same subdivision as a Pocket Park, Developer shall reasonably inform prospective buyers of residential units that the Pocket Parks are provided in excess of the City's parkland dedication requirements and these pocket parks may therefore cease to exist should the mechanism funding their maintenance cease to exist."

s. REVISED SECTION 3.12.9.8. Section 3.12.9.8 of the Development Agreement is hereby amended in its entirety to read as follows:

"3.12.9.8 Upon Developer's receipt of City's Acknowledgment of Improvements, Developer shall offer and City shall accept title to the Pocket Park. City's acceptance of title shall be conditioned upon the existence of the Maintenance CFD and the inclusion of Pocket Park maintenance in the Maintenance CFD."

t. REVISED SECTION 3.15.11 Section 3.15.11 is hereby amended in its entirety to read as follows:

"3.15.11 Air Quality Program. Developer shall pay the Placer County Air Pollution Control District ("PCAPCD") Air Quality Mitigation Fee to be used for projects, programs and services that will reduce emission sources to the direct benefit of City residents. Such projects, programs and services may include, but shall not be limited to, replacement of non-EPA certified wood stoves, transit vehicle conversions, and retrofitting vehicles and clean or burning alternative fuels. The PCAPCD Air Quality Mitigation Fee shall be paid upon issuance of each residential building permit issued within the Fifth Amendment Property, in the amount of \$260.58 per

DUE. The City shall remit all payments to PCAPCD on or before January 30 of each calendar year."

u. NEW SECTION 3.15.15. The following section is hereby added to the Development Agreement as Section 3.15.15:

"3.15.15 Downtown Benefit Fee . Developer acknowledges and agrees to pay to City at the time building permits are issued within the planning areas described below, the Downtown Benefit Fee, for the additional 1,189 LDR and MDR units and the 472 HDR units being added to the Fifth Amendment Property in connection with this Fifth Amendment. The Downtown Benefit Fee is \$5,000 per unit.

The Downtown Benefit Fee will be collected within the following planning areas of the Fifth Amendment Property: F-6A, F-6B, F-6C, F-8A, F-8B, F-10A, F-10B, F-10C, F-11B, and F-13B (95 units). Planning area F-13B is currently approved for 159 units. Concurrently with the City's approval of a tentative subdivision map for planning area F-13B, Developer and City shall identify which 95 units within F-13B will be subject to the Downtown Benefit Fee.

v. REVISED SECTION 3.16. Section 3.16 is hereby amended in its entirety to read as follows:

"3.16 EIR Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Developer elects to develop the Property, Developer shall be bound by, and shall perform, all mitigation measures contained in the Plan EIR (as amended by the Subsequent EIR conducted connection with the Fifth Amendment to this Agreement) to such development which are adopted by City and are identified in the mitigation monitoring plan or the Plan EIR (as amended by the subsequent EIR) as being a responsibility of Developer."

w. REVISED SECTION 3.18.1. Developer and City have agreed to form an overlay community facilities district with respect to the Property. Therefore, the following is hereby added to the end of Section 3.18.1 of the Development Agreement:

“Developer and City shall form an overlay community facilities district for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Property (the “Overlay CFD”). Overlay CFD funds may be used to retire Project CFD debt on the Property and to construct and/or acquire the improvements and facilities listed in Exhibit F. Formation of the Overlay CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. The total special taxes under this Section 3.18 for individual units, according to land use type, within the Overlay CFD shall be less than or equal to, but not more than, the total special taxes for equivalent individual unit types under this Section 3.18 prior to the increase in housing density allowed by this Fifth Amendment and related General and/or Specific Plan amendments and the formation of the Overlay CFD. Those portions of the Property within the boundaries of and subject to the Overlay CFD are shown in Exhibit RR. Developer shall be allocated a share of the infrastructure costs and shall be assessed special taxes in a fair and proportionate manner as specified in a tax formula agreed to by City and Developer.”

x. REVISED EXHIBITS.

(i) As respects the Fifth Amendment Property, the following exhibits to the Development Agreement are hereby deleted and replaced with the following exhibits attached to this Fifth Amendment:

Exhibit “D”	Land Use Plan
Exhibit “E”	Affordable Housing Sites
Exhibit “F”	Phasing Plan
Exhibit “G”	Road Improvements
Exhibit “J”	Collector Streets
Exhibit “L”	Traffic Signals
Exhibit “N”	East West Collector Serving Property Owners to the West
Exhibit “S”	Sewer Facilities
Exhibit “X”	Water Facilities
Exhibit “Y”	Oversized Water Facilities for Reimbursement
Exhibit “Z”	Recycled Water Facilities
Exhibit “BB”	Drainage Facilities
Exhibit “FF”	Park Sites

Exhibit "HH" Bikeway Improvements  
Exhibit "JJ" Pocket Park Sites  
Exhibit "NN" Community Facilities District

(ii) The following Exhibits are hereby added to the Development Agreement:

Exhibit "RR" Overlay CFD Property  
Exhibit "SS" Water Conservation Plan

(iii) Exhibit "OO" – "Infrastructure Phasing & Reimbursement Schedule" is modified as follows:

- a. Phase 3 – Streets Phase 3 - Paragraph 1 – Hayden Parkway Bridge – DELETED
- b. Phase 3 – Streets Phase 3 - Paragraph 7 – Public Transit Facilities – DELETED.
- c. Phase 3 – Streets Phase 3 – Paragraph 8 – Underground traffic signal improvements – DELETED.


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

3. AMENDMENT. This Fifth Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

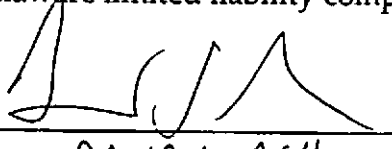
4. FORM OF AMENDMENT. This Fifth Amendment is executed in two, duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Fifth Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 5337, adopted by the Council of the City of Roseville on the 7th day of May, 2014.


CITY OF ROSEVILLE,  
a municipal corporation

By:   
Ray Kerridge  
City Manager

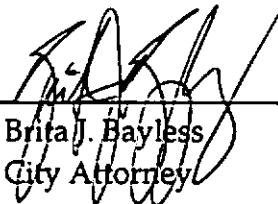
ATC REALTY ONE, LLC,  
a Delaware limited liability company

By:   
Name: DAVID L. ASH  
Title: S. V.P.

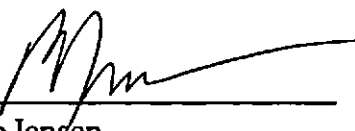
ATTEST:

By:   
Sonia Orozco  
City Clerk

APPROVED AS TO FORM:

By:   
Brita J. Bayless  
City Attorney

APPROVED AS TO SUBSTANCE:

By:   
Rob Jensen  
Assistant City Manager

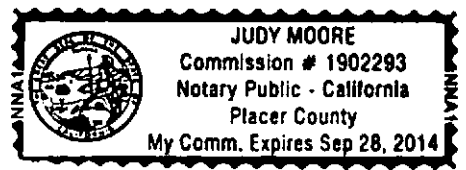
STATE OF CALIFORNIA            )  
  : ss.  
COUNTY OF PLACER            )

On May 8, 2014, 2014, before me, Judy Moore, Notary Public, personally appeared Ray Kerridge, 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: Fifth Amendment of Development Agreement  
By and Between The City of Roseville and  
Roseville Fiddymment Land Venture, LLC,  
Relative to the West Roseville Specific Plan  
ATC Realty One, LLC

**ACKNOWLEDGMENT**

State of California  
County of San Francisco

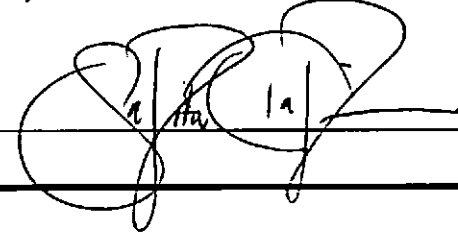
On April 14<sup>th</sup>, 2014, before me, SaVita Davis, Notary Public  
(insert name and title of the officer)

personally appeared David L. Acker

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)

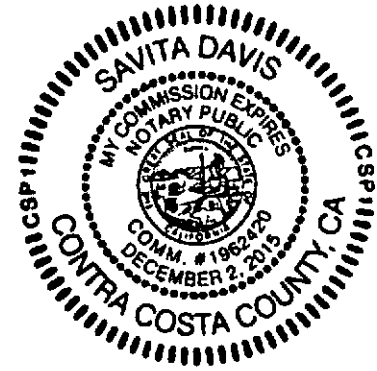


Exhibit A  
Description of Fifth Amendment Property  
[See Attached]

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**  
**WEST ROSEVILLE SPECIFIC PLAN**  
**DEVELOPMENT AGREEMENT AMENDMENT #4**

All that certain real property situate in portions of Section 13, the north 1/2 of Section 24, Township 11 North, Range 5 East and the west 1/2 of Section 18, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California, and being further described as all of Lots 9-A, 9-B, 9-C, 19, 36, 37 and a portion of Hayden Parkway as shown and so designated on that certain Final Map entitled "Fiddymment Ranch Phase 2 Large Lot Subdivision" filed for record in Book BB of Maps, at Page 24, Placer County Records and a portion of the Designated Remainder as shown and so designated on that certain Final Map entitled "Fiddymment Ranch Phase 3-A Large Lot Subdivision" filed for record in Book BB of Maps, at Page 88, Placer County Records, and being further described as follows:

Beginning at a found 2" iron pipe stamped L.S. 6584 ~ 1992 marking the northwest corner of said Section 18, thence from said **Point of Beginning**, coincident with the north line of said Section 18, North 88°56'05 East a distance of 336.22 feet to the northeast corner of said Designated Remainder as shown on said Final Map, thence coincident with the easterly boundary line of said Designated Remainder for the following 6 courses and distances:

1. South 44°35'12" East, a distance of 188.64 feet;
2. South 29°04'16" West a distance of 642.86 feet;
3. South 37°08'16" West a distance of 52.97 feet;
4. South 24°01'12" West a distance of 84.43 feet;
5. South 29°04'16" West a distance of 401.30 feet; and
6. South 21°30'48" West a distance of 448.04 feet to the northerly right-of-way line of Hayden Parkway;

thence leaving said northerly right-of-way line of Hayden Parkway, South 19°25'38" West a distance of 100.50 feet to the southerly right-of-way line of Hayden Parkway; thence coincident with said southerly right-of-way line of Hayden Parkway for the following 14 arcs, courses and distances:

1. from a radial line which bears North 19°25'38" East, 314.04 feet along the arc of a non-tangent 2299.50 foot radius curve to the right through a central angle of 07° 49' 29" to a point of compound curvature;
2. from a radial line which bears South 74°17'14" East, 7.46 feet along the arc of a non-tangent 31.00 foot radius curve to the right through a central angle of 13°47'37";
3. South 29°30'23" West a distance of 10.00 feet;
4. South 60°29'37" East a distance of 62.00 feet;
5. North 29°30'23" East a distance of 13.17 feet to a point of curvature;
6. 5.88 feet along the arc of a tangent 31.00 foot radius curve to the right through a central angle of 10°51'58" to a point of compound curvature;
7. from a radial line which bears North 28° 50' 00" East, 265.48 feet along the arc of a non-tangent 2299.50 foot radius curve to the right through a central angle of 06° 36' 54";
8. South 55° 24' 35" East a distance of 24.60 feet to a point of curvature;
9. from a radial line which bears North 36°03'40" East, 662.12 feet along the arc of a non-tangent 2300.00 foot radius curve to the right through a central angle of 16°29'39";
10. South 35°58'26" East a distance of 24.60 feet to a point of curvature;

11. from a radial line which bears North 53°10'05" East, 10.32 feet along the arc of a non-tangent 2299.50 foot radius curve to the right through a central angle of 00°15' 26";
12. South 30°15'28" East a distance of 118.31 feet; and
13. South 33°44'34" East, a distance of 226.71 feet to a point of intersection with the westerly right-of-way line of Fiddymet Road as shown on said Final Map;

thence leaving said southerly right-of-way line of Hayden Parkway, coincident with said westerly right-of-way line of Fiddymet Road for the following 9 arcs, courses and distances:

1. South 55°45'43" West a distance of 194.55 feet to a point of curvature;
2. 1379.67 feet along the arc of a 1973.00 foot radius curve to the left through a central angle of 40°03'56";
3. South 18°31'07" West a distance of 124.20 feet to a point of curvature;
4. from a radial line which bears North 77°53'25" West, 257.23 feet along the arc of a non-tangent 1983.00 foot radius curve to the left through a central angle of 07°25'57";
5. North 86°22'38" West a distance of 5.18 feet;
6. South 03°37'22" West a distance of 71.00 feet;
7. South 86°22'38" East a distance of 15.15 feet to a point of curvature;
8. from a radial line which bears North 87°22'45" West, 105.73 feet along the arc of a non-tangent 1973.00 foot radius curve to the left through a central angle of 03°04'13"; and
9. South 00°26'58" East a distance of 518.24 feet to the southeast corner of said Lot 9-A;

thence coincident with the southerly boundary line of said Lot 9-A for the following 7 courses and distances:

1. South 55°00'35" West a distance of 486.06 feet;
2. South 74°28'30" West a distance of 183.80 feet;
3. South 73°54'28" West a distance of 208.17 feet;
4. South 78°27'30" West a distance of 151.07 feet;
5. South 84°17'15" West a distance of 427.71 feet;
6. South 86°22'37" West a distance of 333.50 feet; and
7. North 86°50'50" West a distance of 91.74 feet to the southwest corner of said Lot 9-A, also being the southeast corner of said Designated Remainder;

thence coincident with the southerly line of said Designated Remainder for the following 5 courses and distances:

1. North 86°50'50" West a distance of 211.55 feet;
2. North 74°51'00" West a distance of 237.11 feet;
3. North 79°30'56" West a distance of 111.33 feet;
4. North 75°15'02" West a distance of 554.80 feet; and
5. South 88°47'27" West a distance of 781.37 feet to the easterly right-of-way line of Hayden Parkway;

thence coincident with said easterly right-of-way line of Hayden Parkway, South 88°47'27" West a distance of 25.04 feet to a point of curvature, from a radial line which bears South 88°00'10" East, 8.32 feet along the arc of a non-tangent 3025.00 foot radius curve to the right through a central angle of 00°09'27"; thence leaving said easterly right-of-way line of Hayden Parkway, North 88°48'23" West a distance of 50.01 feet to the westerly right-of-way line of Hayden Parkway; thence coincident with said westerly right-of-way line of Hayden Parkway, North 88°48'23" West a distance of 25.00 feet; thence across said Designated Remainder, along a line 50.00 feet northerly of and parallel with the northerly line

of AREA 5-TPM No. F-85 as described in the Conservation Easement Deed filed for record under Recorder's Serial Number 2004-0158160, Placer County Records for the following 7 arcs, courses and distances:

1. North 88°48'23" West a distance of 223.43 feet to a point of curvature;
2. 92.48 feet along the arc of a tangent 276.00 foot radius curve to the right through a central angle of 19°11'52";
3. North 69°36'31" West a distance of 256.50 feet to a point of curvature;
4. 85.82 feet along the arc of a tangent 224.00 foot radius curve to the left through a central angle of 21°57'01";
5. South 88°26'28" West a distance of 156.23 feet to a point of curvature;
6. 109.48 feet along the arc of a tangent 276.00 foot radius curve to the right through a central angle of 22°43'36";
7. North 68°49'56" West a distance of 91.74 feet;
8. North 66°34'26" West a distance of 111.40 feet;
9. North 67°53'05" West a distance of 204.07 feet;
10. North 68°11'31" West a distance of 186.59 feet to the west line of said Designated Remainder and said Section 13;

thence coincident with said west line, North 00°13'02" West, a distance of 2239.30 feet to a found 2-1/2" capped iron pipe stamped L.S. 3731 ~ 1980 marking the west one-quarter corner of said Section 13; thence coincident with the west line of the northwest one-quarter of said Section 13, North 00°12'49" West a distance of 862.05 feet; thence into said Designated Remainder, along a line 50.00 feet southerly of and parallel with the southerly line of AREA 1-TPM No. F-80 as described in said Conservation Easement Deed for the following 6 courses and distances:

1. North 89°59'49" East a distance of 106.39 feet;
2. North 57°05'47" East a distance of 276.29 feet;
3. North 85°35'34" East a distance of 198.15 feet;
4. North 71°12'16" East a distance of 826.75 feet;
5. North 88°55'01" East a distance of 1208.41 feet;
6. South 35°52'03" East a distance of 555.12 feet to a point of curvature and the northwesterly right-of-way line of Hayden Parkway;

thence coincident with said northwesterly right-of-way of Hayden Parkway for the following 3 arcs, courses and distances:

1. from a radial line which bears North 24°20'49" West, 57.32 feet along the arc of a non-tangent 2325.00 foot radius curve to the right through a central angle of 01°24'45"
2. North 67°03'56" East a distance of 392.89 feet to a point of curvature;
3. 188.94 feet along the arc of a tangent 2375.00 foot radius curve to the right through a central angle of 04°33'29";

thence into said Designated Remainder, along a line 50.00 feet easterly and southerly of and parallel with the easterly line of said AREA 1-TPM No. F-80 for the following 4 courses and distances:

1. North 03°40'22" West a distance of 1026.99 feet;
2. North 74°10'08" East a distance of 690.67 feet;
3. North 87°27'03" East a distance of 806.09 feet;
4. North 00°00'01" West a distance of 333.19 feet to the north line of said Designated Remainder and Section 13;

1027.121  
05/31/13  
DLB

thence coincident with said north line, North  $89^{\circ}26'37''$  East a distance of 412.47 feet to the **Point Of Beginning**.

Containing 529.79 acres, more or less.

The **Basis of Bearings** for this description is the east line of the northeast quarter of Section 24, Township 11 North, Range 5 East, Mount Diablo Meridian. As shown on that certain Final Map entitled "Fiddymment Ranch Phase 2 Large Lot Subdivision" filed for record in Book BB of Maps, at Page 24, Placer County Records. Said bearing is North  $72^{\circ}44'09''$  East. Distances shown are ground based.

PREPARED BY WOOD RODGERS, INC  
SACRAMENTO, CALIFORNIA

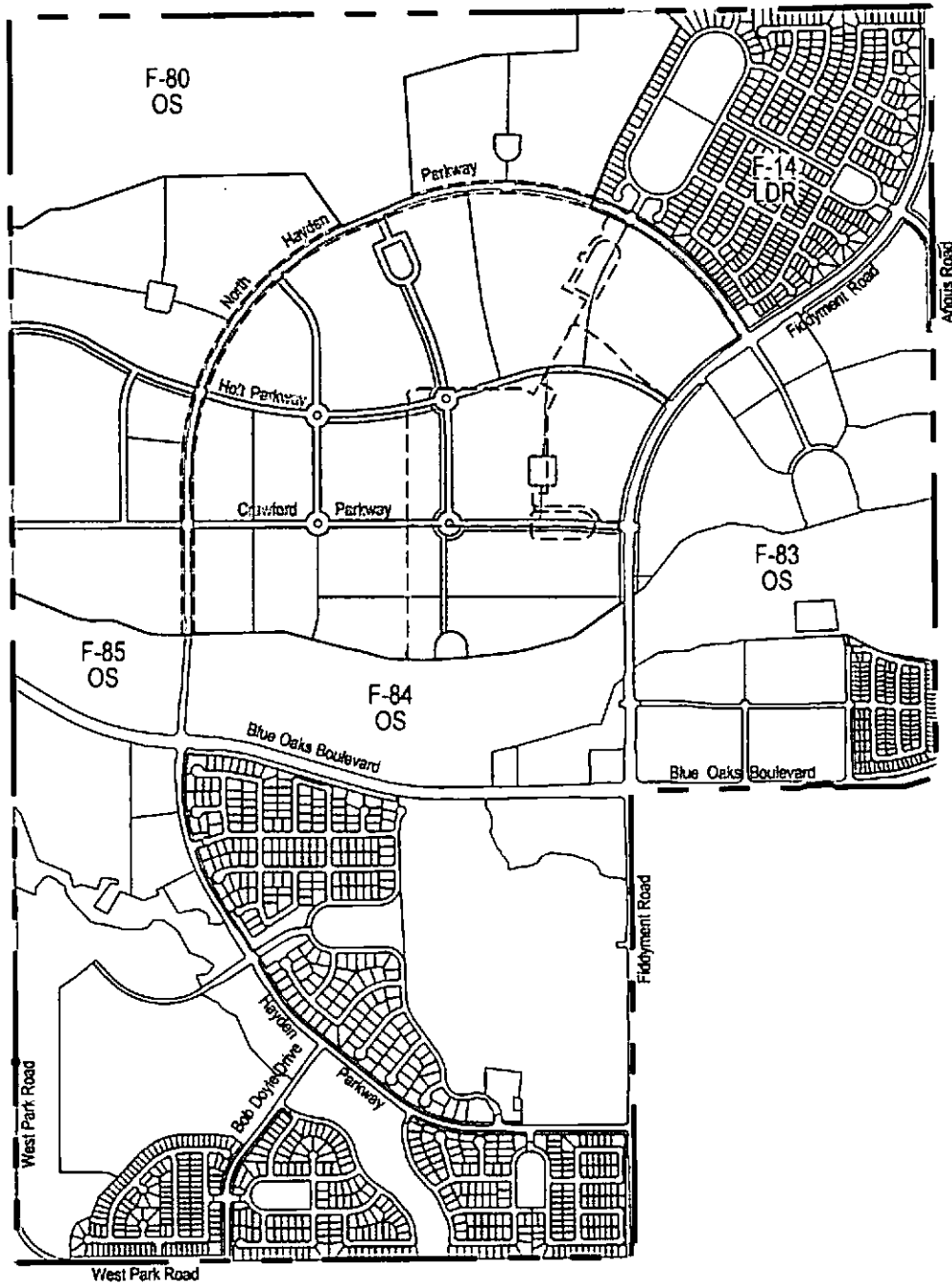
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OA\Geomatics\docs\Descriptions\DevelopmentAgreementBoundary\FR-PH3-DevelopmentAgreementBNDY.doc

Exhibit B  
Depiction of Fifth Amendment Property  
[See Attached]

# Exhibit B

## DEPICTION OF FIFTH AMENDMENT PROPERTY

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



SCALE: 1" = 1500' ±



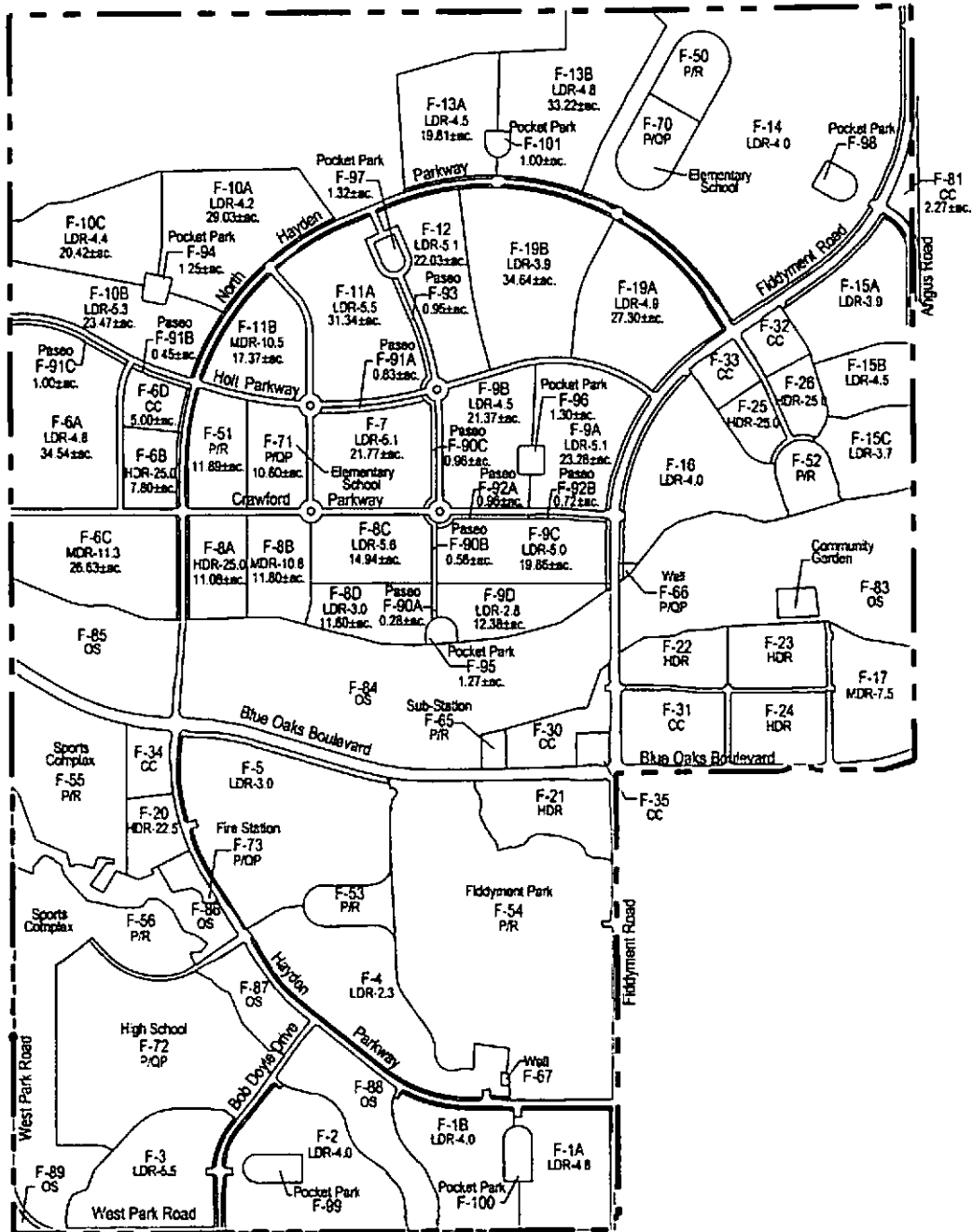
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 3301 C St, Bldg. 100-B  
 Sacramento, CA 95818  
 Tel 916.341.7760  
 Fax 916.341.7767

Exhibit D  
Land Use Plan

[See Attached]

# Exhibit D Land Use Plan

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



SCALE: 1" = 1500'±



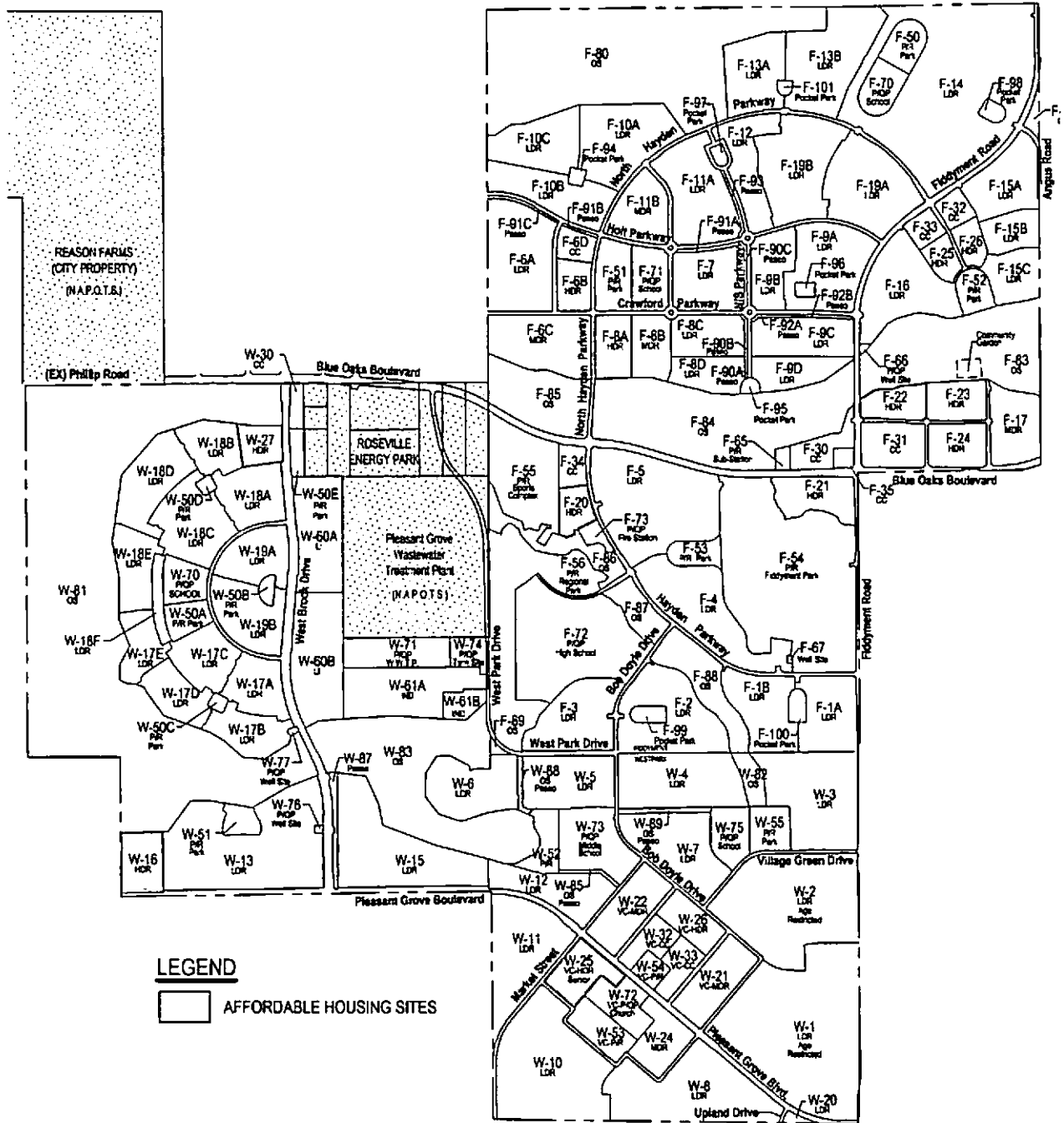
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Exhibit E  
Affordable Housing Sites

[See Attached]

# Exhibit E AFFORDABLE HOUSING SITES

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



**NORTH**  
SCALE: 1"=2200'±


  
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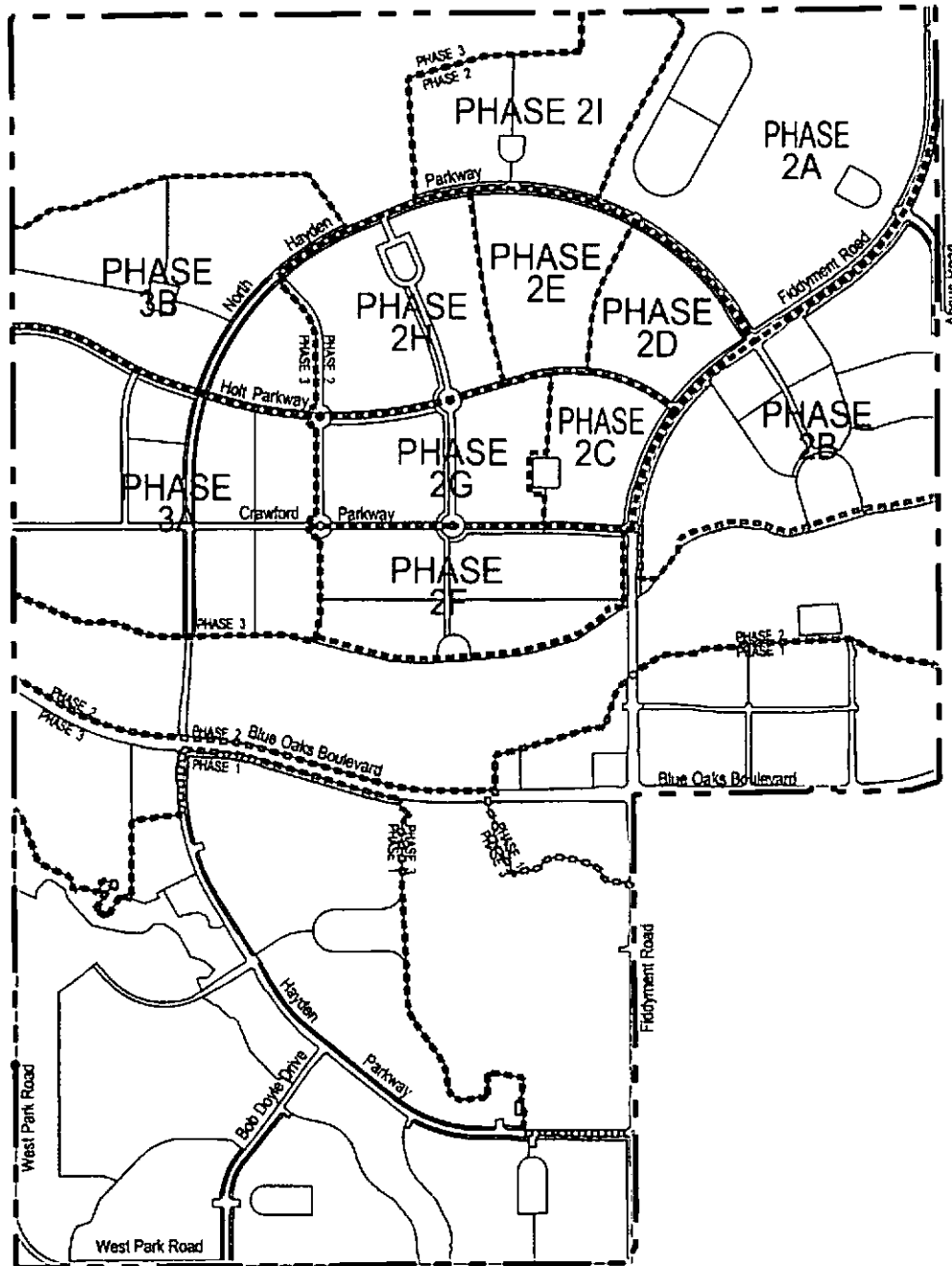
Exhibit F  
Phasing Plan

[See Attached]





**Exhibit F**  
**FIDDYMENT RANCH - SPA 3 Infrastructure Phasing Plan**  
**Infrastructure Phasing**  
 Sheet 3 of 10  
 (ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



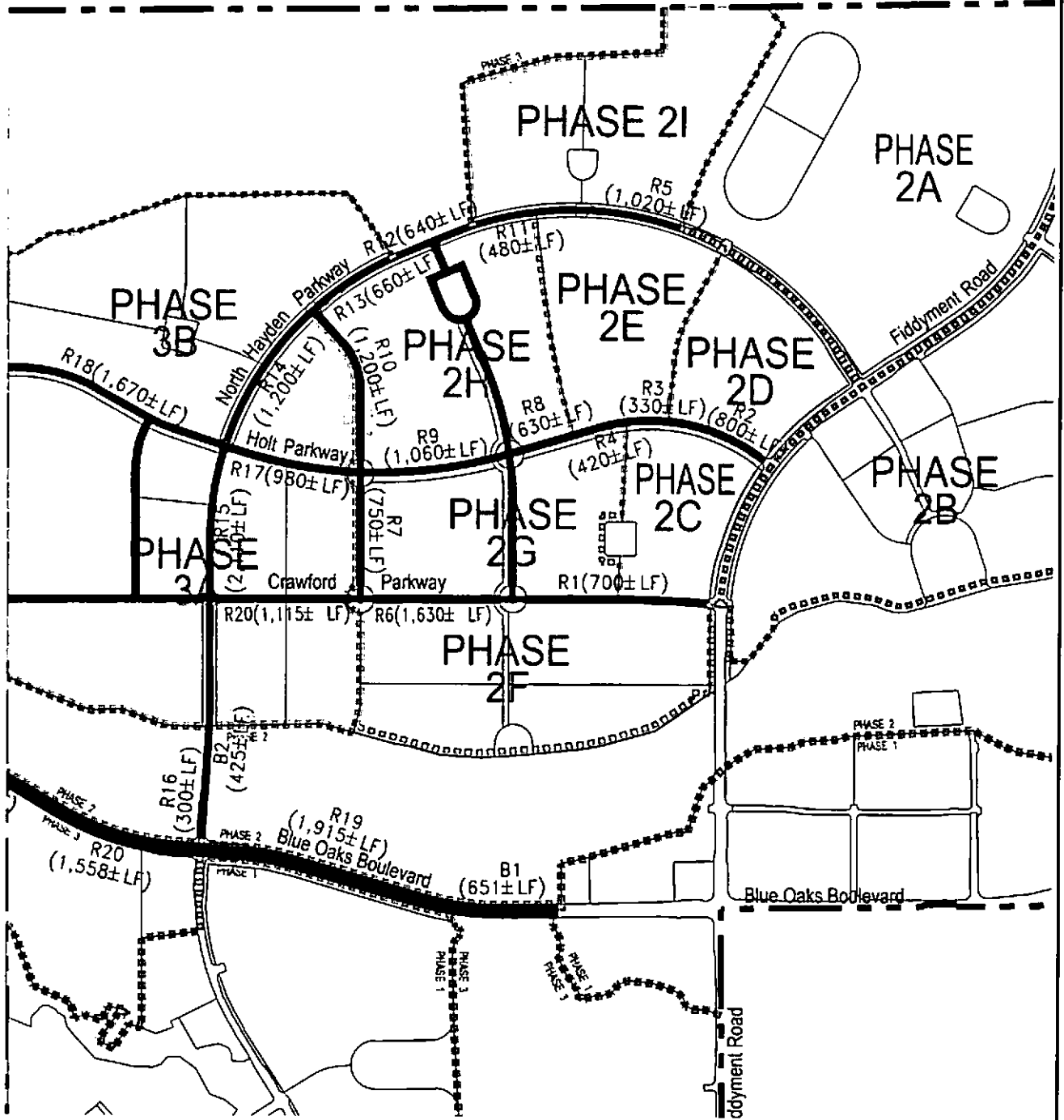
SCALE: 1" = 1000'±



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**Exhibit F**  
**FIDDYMENT RANCH - SPA 3 Infrastructure Phasing Plan**  
**Road Phasing**

Sheet 4 of 10  
 (ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



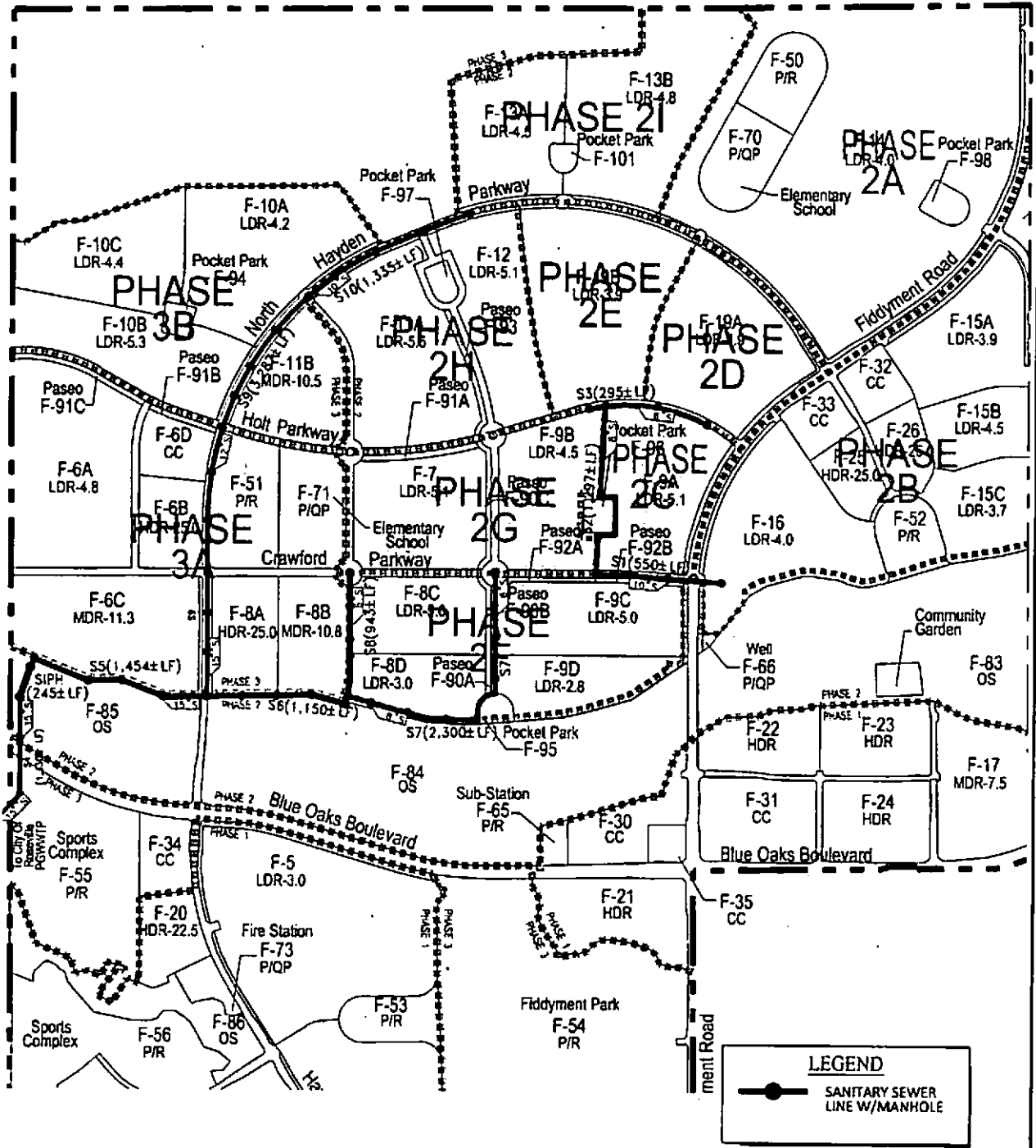
SCALE: 1" = 1100'±



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**Exhibit F**  
**FIDDYMENT RANCH - SPA 3 Infrastructure Phasing Plan**  
**Sewer Phasing**

Sheet 5 of 10  
 (ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



SCALE: 1" = 1100' ±

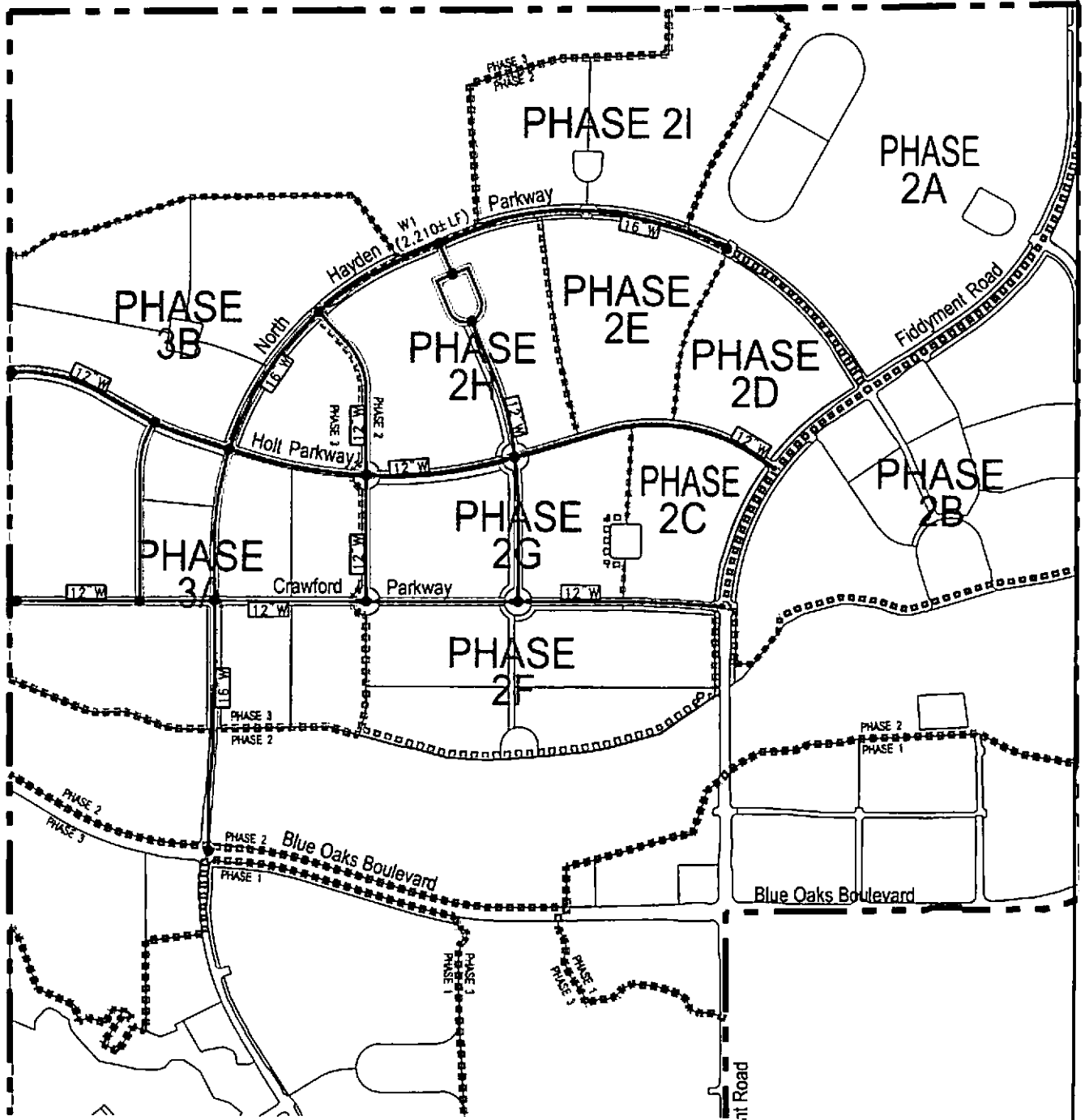
**LEGEND**

—●— SANITARY SEWER LINE W/MANHOLE

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Exhibit F  
 FIDDYMENT RANCH - SPA 3 Infrastructure Phasing Plan  
**Water Phasing**

Sheet 6 of 10  
 (ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



SCALE: 1" = 1100' ±



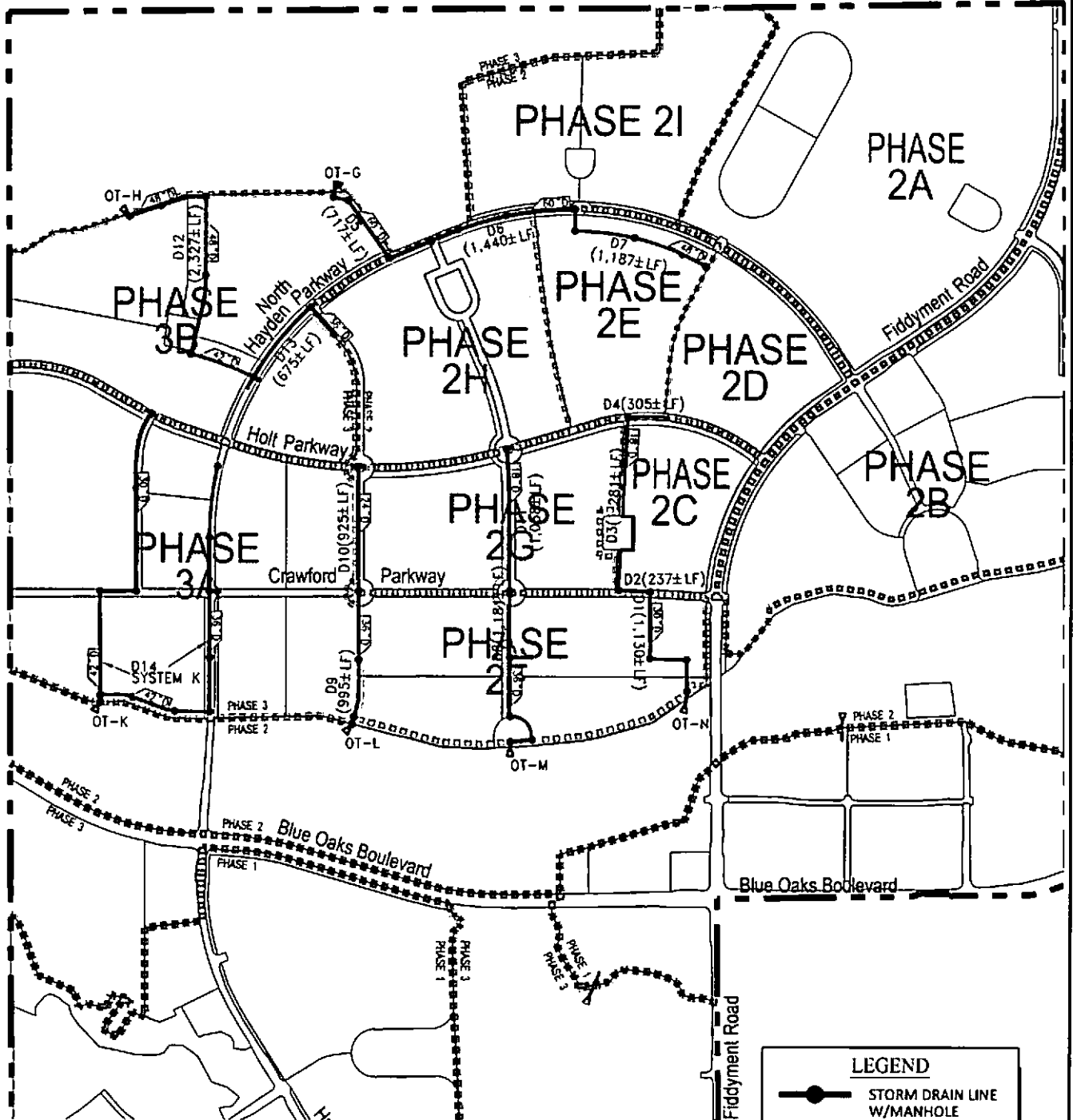
**WOOD RODGERS**

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 Sacramento, CA 95816

Tel 916.341.7760  
 Fax 916.341.7767

**Exhibit F**  
**FIDDYMENT RANCH - SPA 3 Infrastructure Phasing Plan**  
**Drainage Phasing**  
 Sheet 7 of 10  
 (ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



**LEGEND**


 STORM DRAIN LINE  
 W/MANHOLE



SCALE: 1" = 1100'±


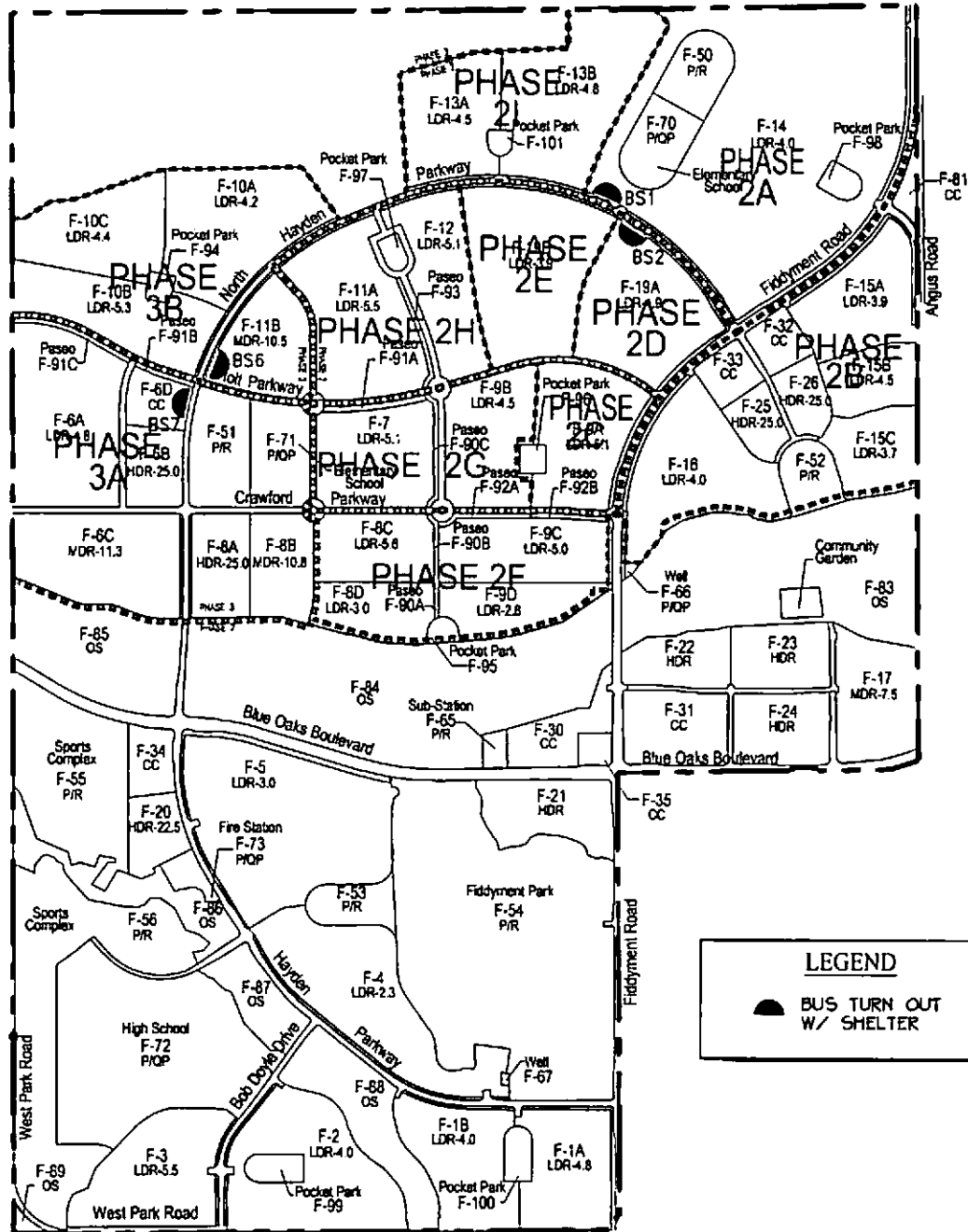
  
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 Sacramento, CA 95818  
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Exhibit F  
 FIDDYMENT RANCH - SPA 3 Infrastructure Phasing Plan  
**Transit Phasing**

Sheet 8 of 10

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)

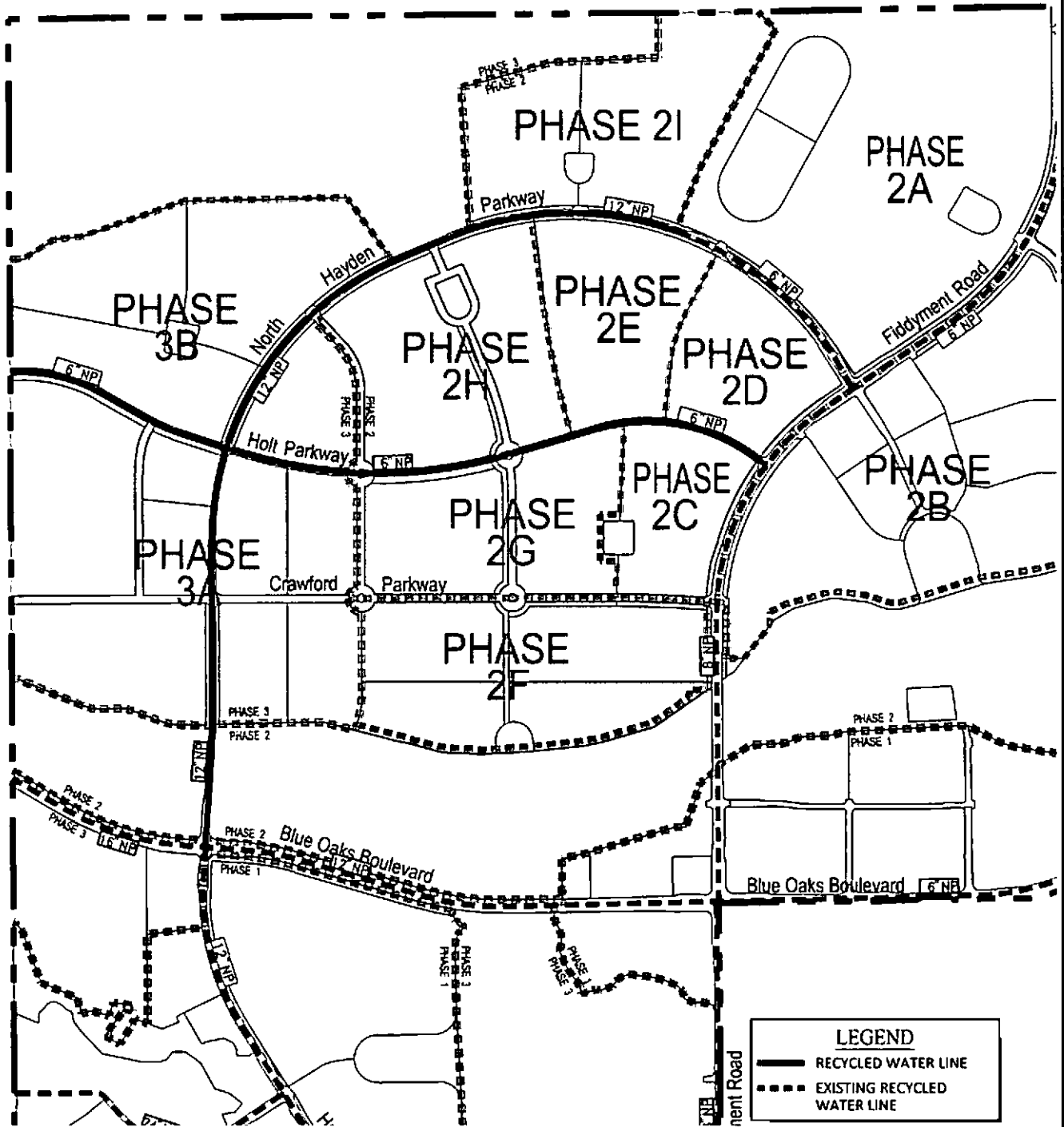


SCALE: 1" = 1500'±



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**Exhibit F**  
**FIDDYMENT RANCH - SPA 3 Infrastructure Phasing Plan**  
**Recycled Water Phasing**  
 Sheet 9 of 10  
 (ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



SCALE: 1" = 1100' ±



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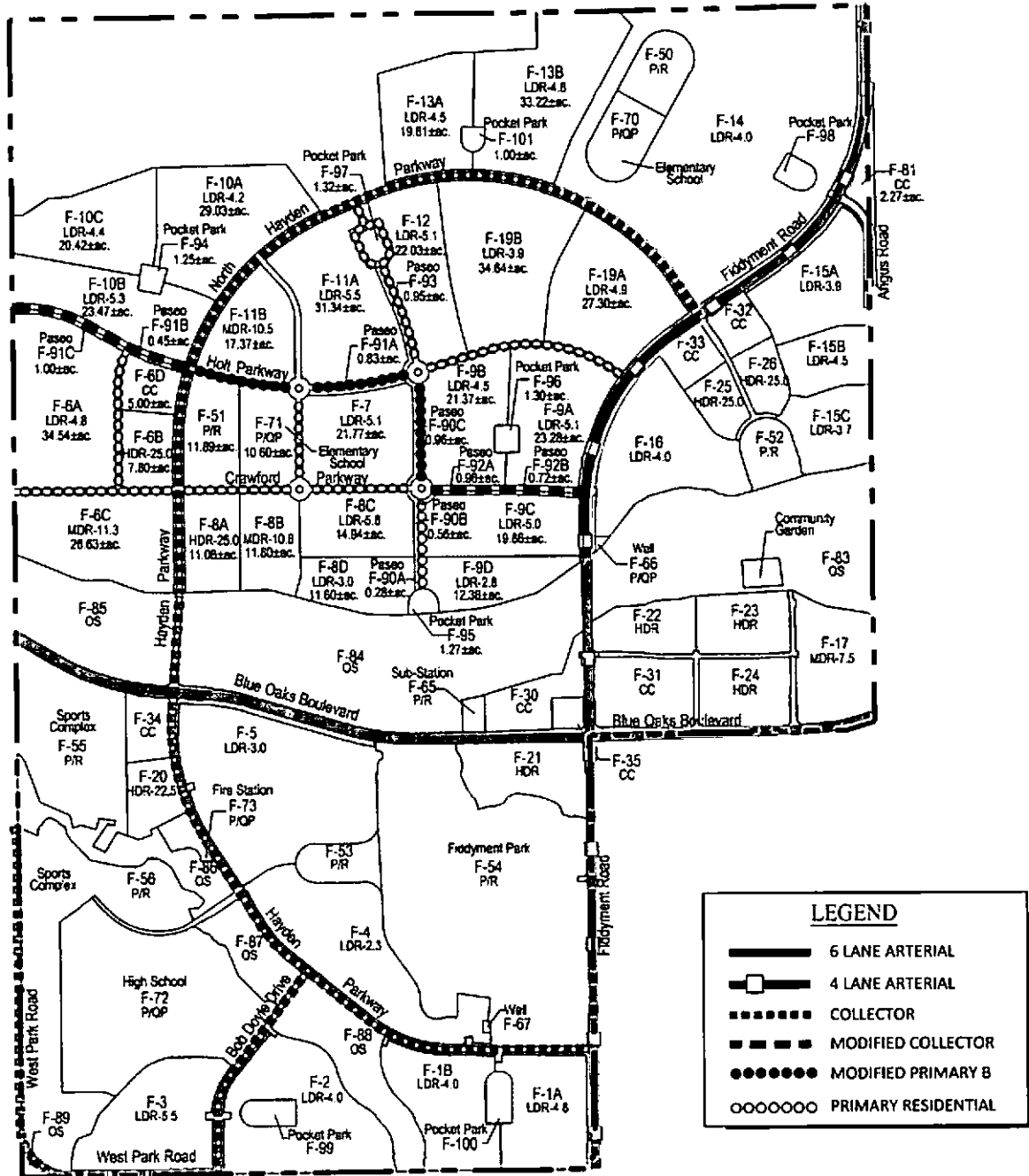


Exhibit G  
Road Improvements

[See Attached]

# Exhibit G Road Improvements

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



LEGEND	
	6 LANE ARTERIAL
	4 LANE ARTERIAL
	COLLECTOR
	MODIFIED COLLECTOR
	MODIFIED PRIMARY B
	PRIMARY RESIDENTIAL



SCALE: 1" = 1500' ±



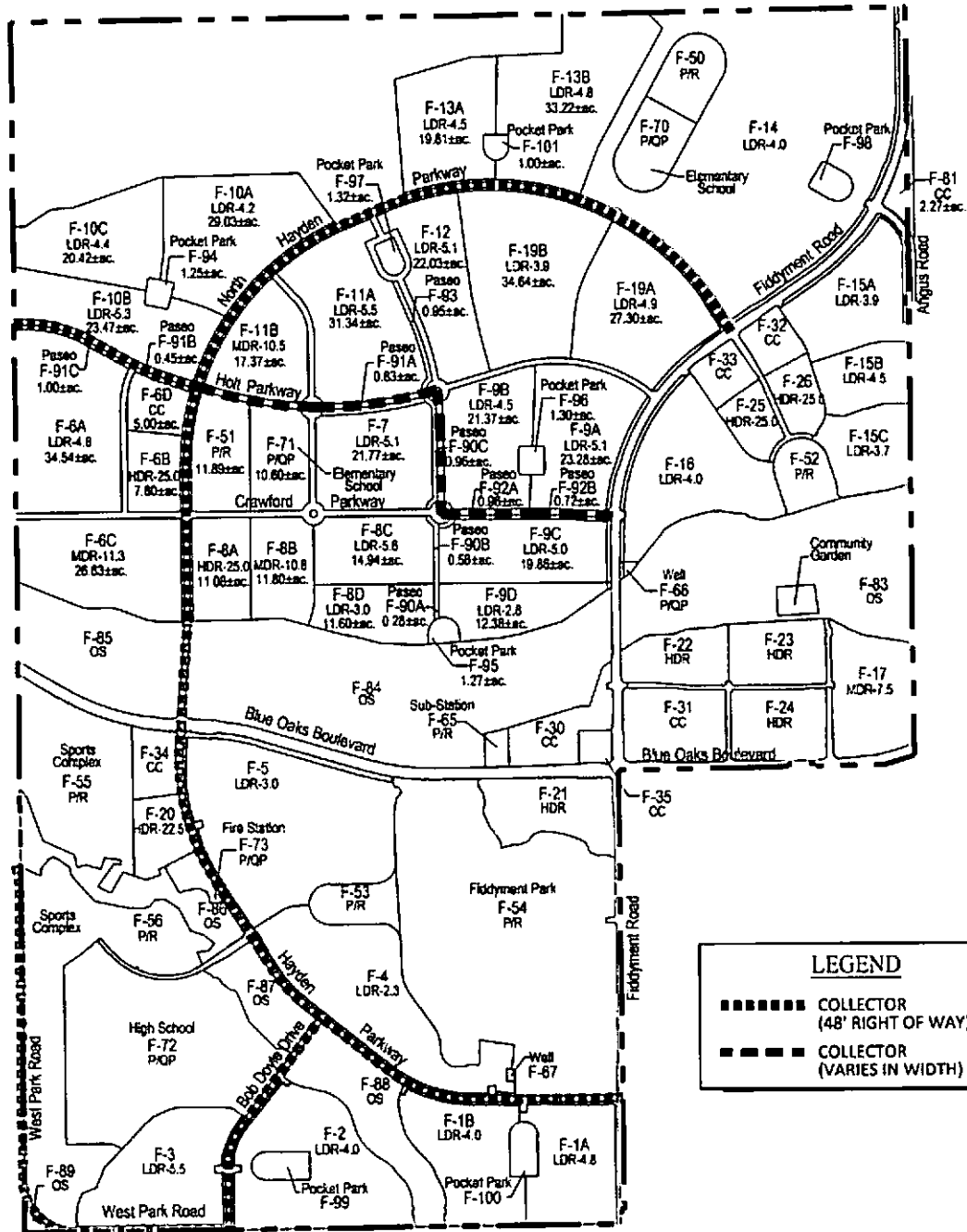
**WOOD RODGERS**  
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Exhibit J  
Collector Streets

[See Attached]

# Exhibit J Collector Streets

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



SCALE: 1" = 1500'±



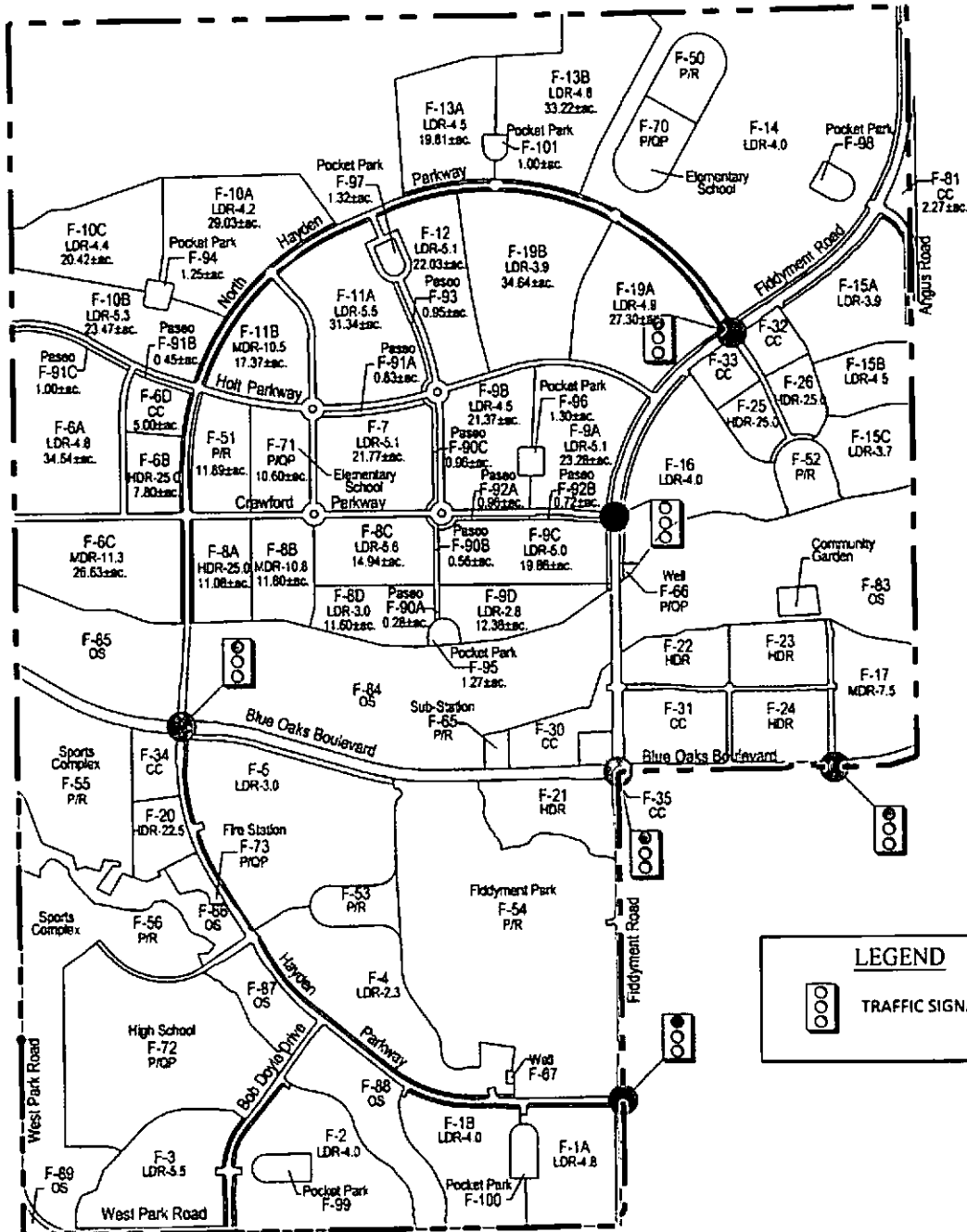
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Exhibit L  
Traffic Signals

[See Attached]

# Exhibit L Traffic Signals

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



**LEGEND**

TRAFFIC SIGNAL



SCALE: 1" = 1500' ±



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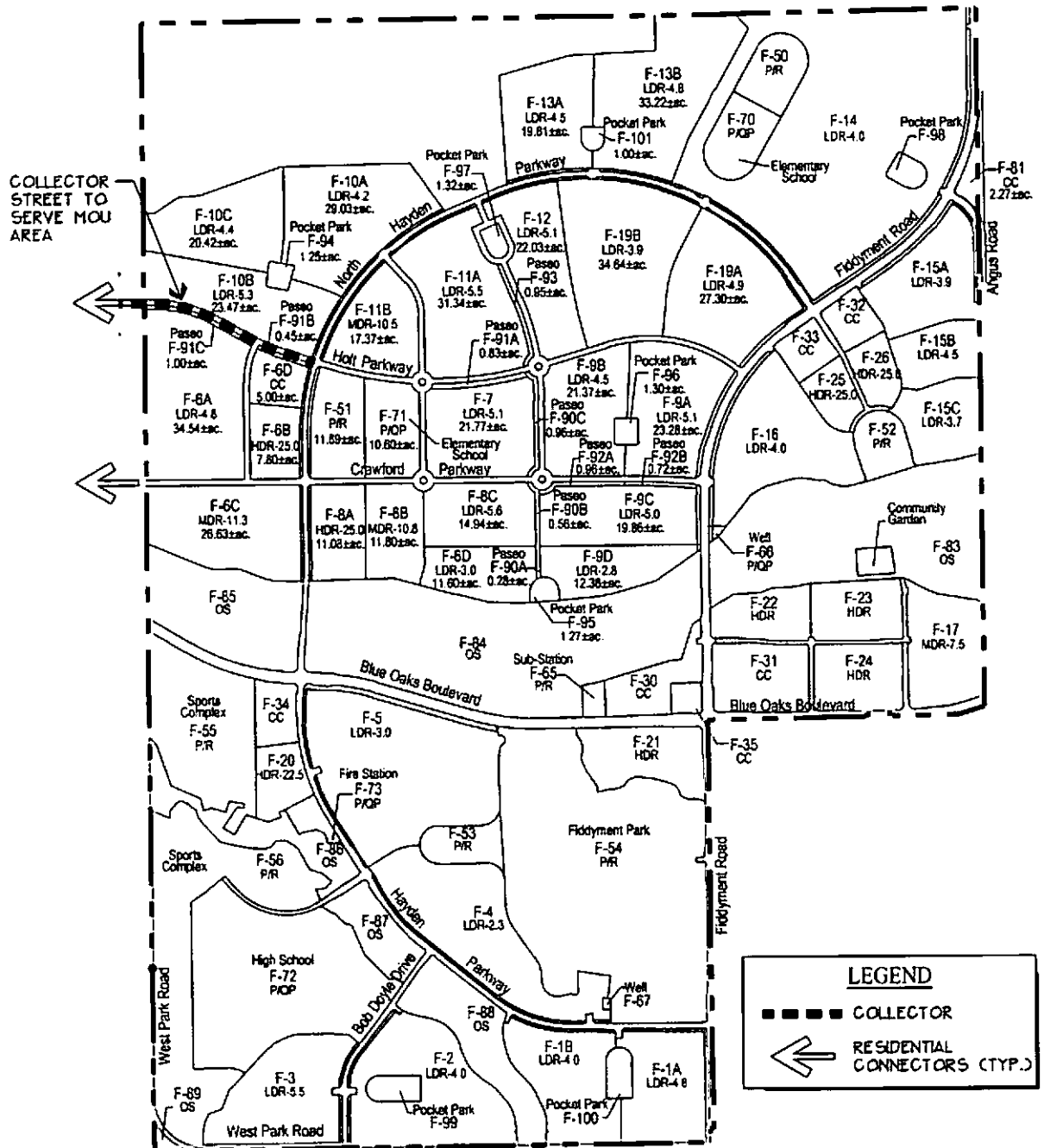
Exhibit N  
East West Collector Serving Property Owners to the West

[See Attached]

# Exhibit N

## East West Collector Serving Property Owners to the West

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



SCALE: 1" = 150' ±

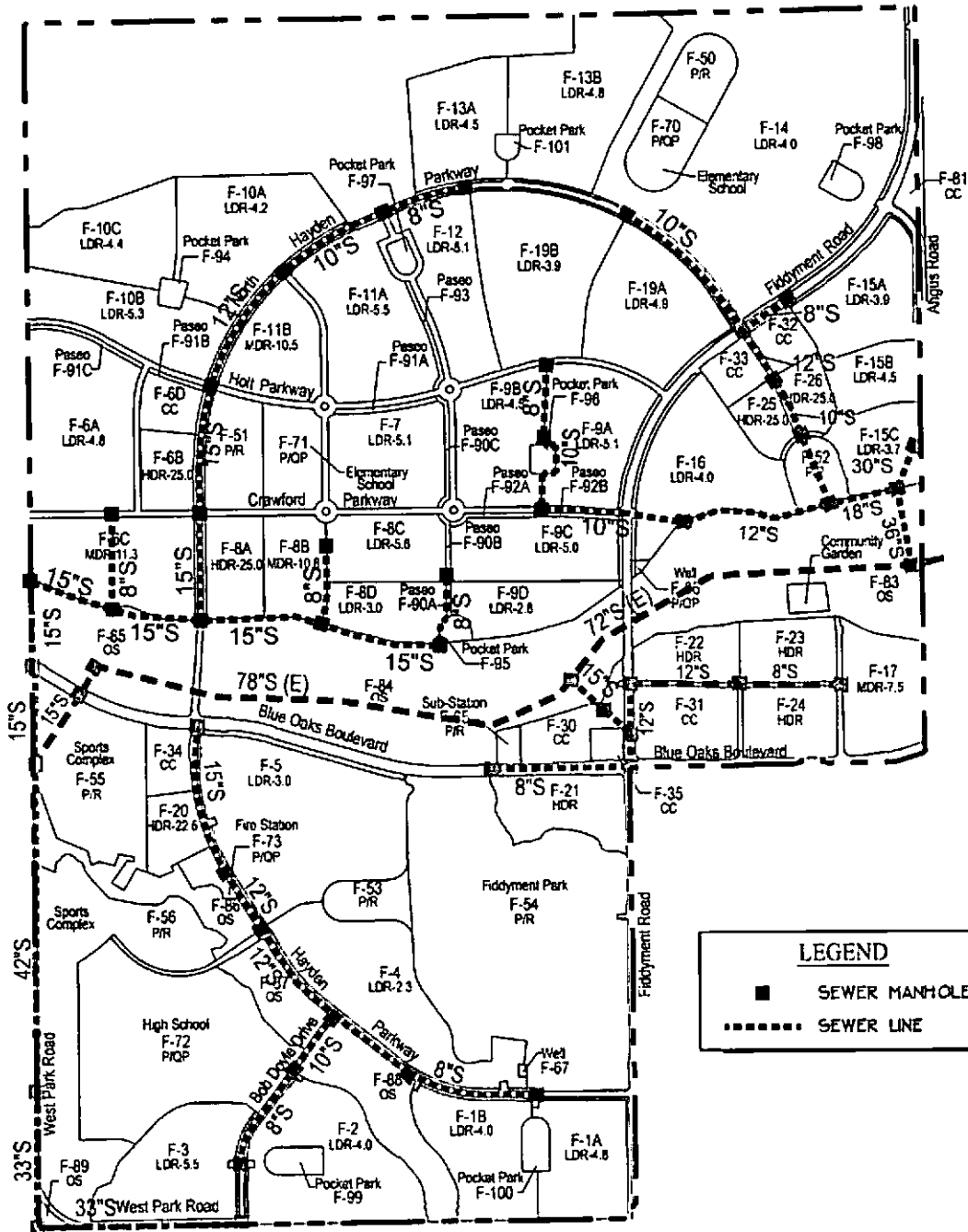
**WOOD RODGERS**  
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Exhibit S  
Sewer Facilities

[See Attached]

# Exhibit S Sewer Facilities

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



SCALE: 1" = 1500' ±



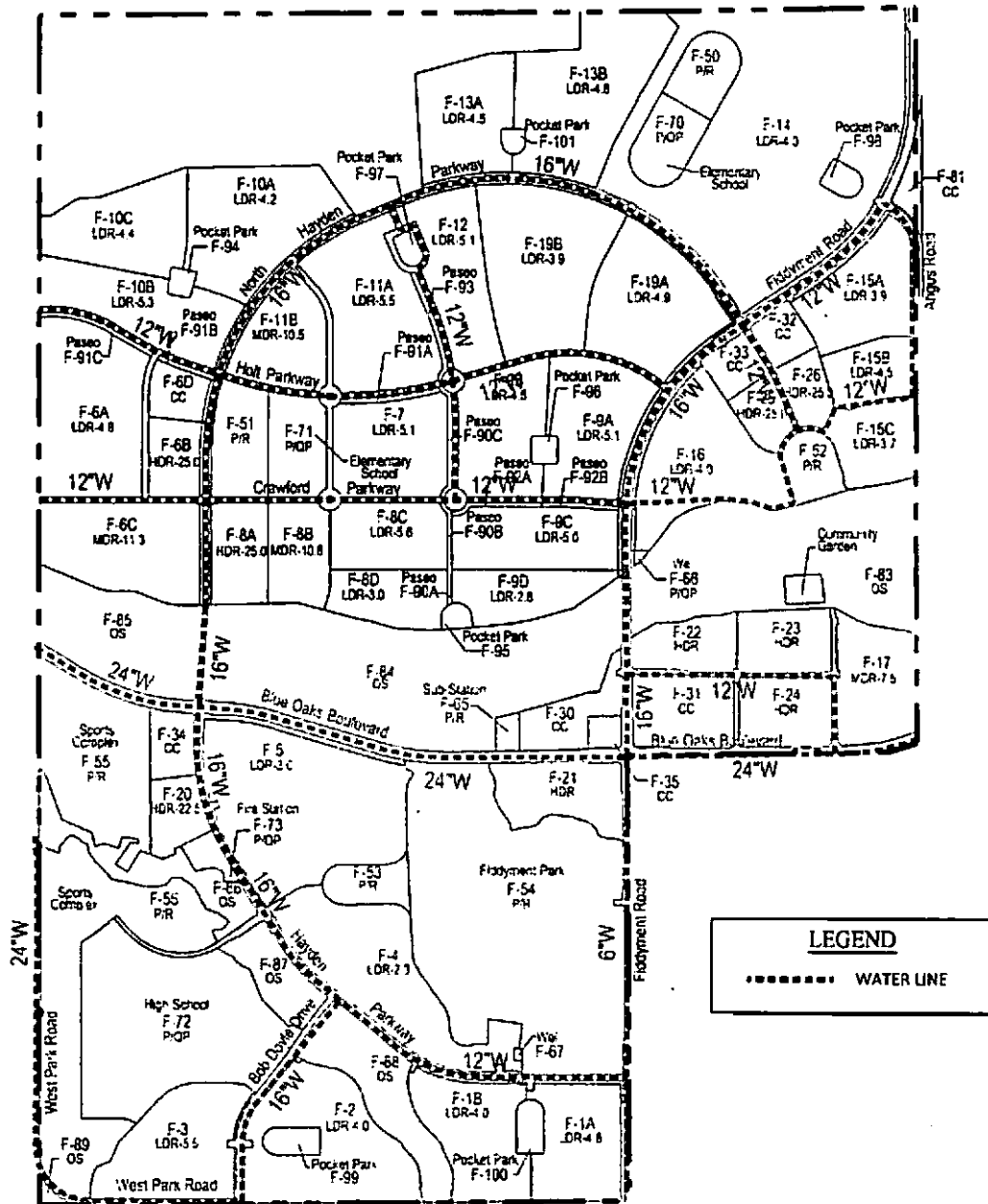
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 Sacramento, CA 95818  
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Exhibit X  
Water Facilities

[See Attached]

# Exhibit X Water Facilities

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



**LEGEND**  
----- WATER LINE



SCALE: 1" = 1500'±



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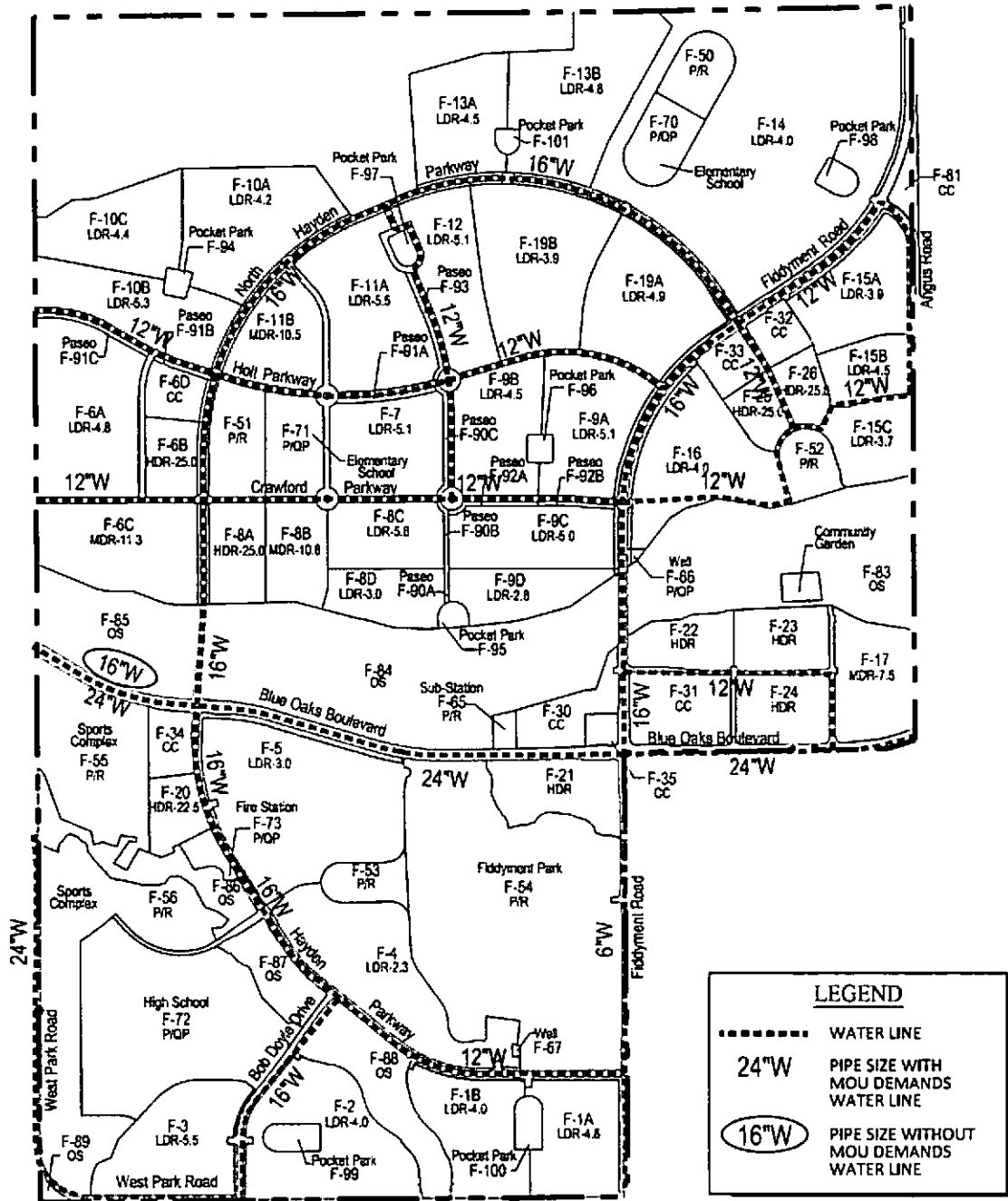
Exhibit Y  
Oversized Water Facilities for Reimbursement

[See Attached]

# Exhibit Y

## Oversized Water Facilities for Reimbursement

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



SCALE: 1" = 1500' ±



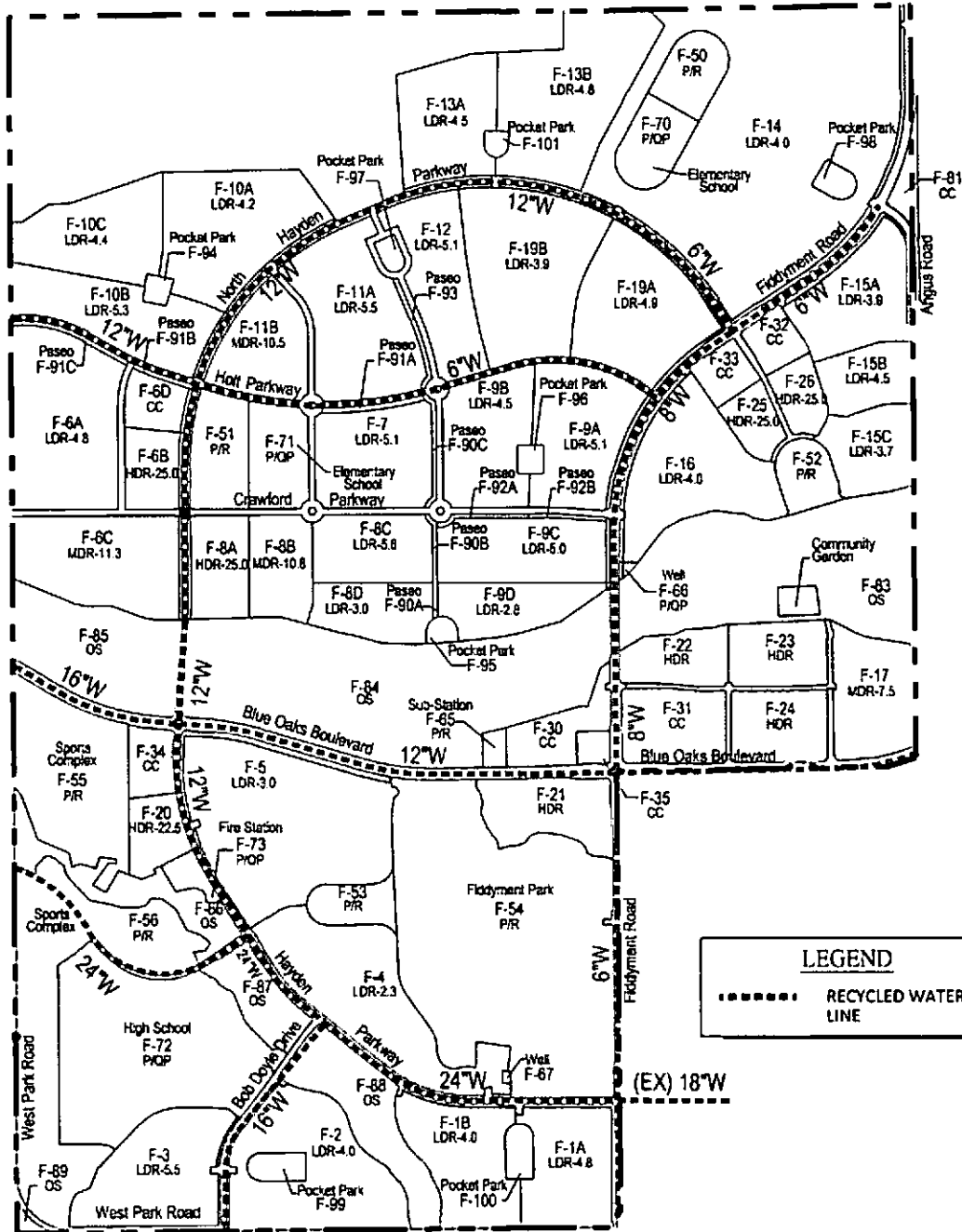
**WOOD RODGERS**  
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 Sacramento, CA 95816  
 Tel 916.341.7760  
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Exhibit Z  
Recycled Water Facilities

[See Attached]

# Exhibit Z Recycled Water Facilities

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



SCALE: 1" = 1500' ±



**WOOD RODGERS**  
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3301 C St, Bldg. 100-B  
Sacramento, CA 95816

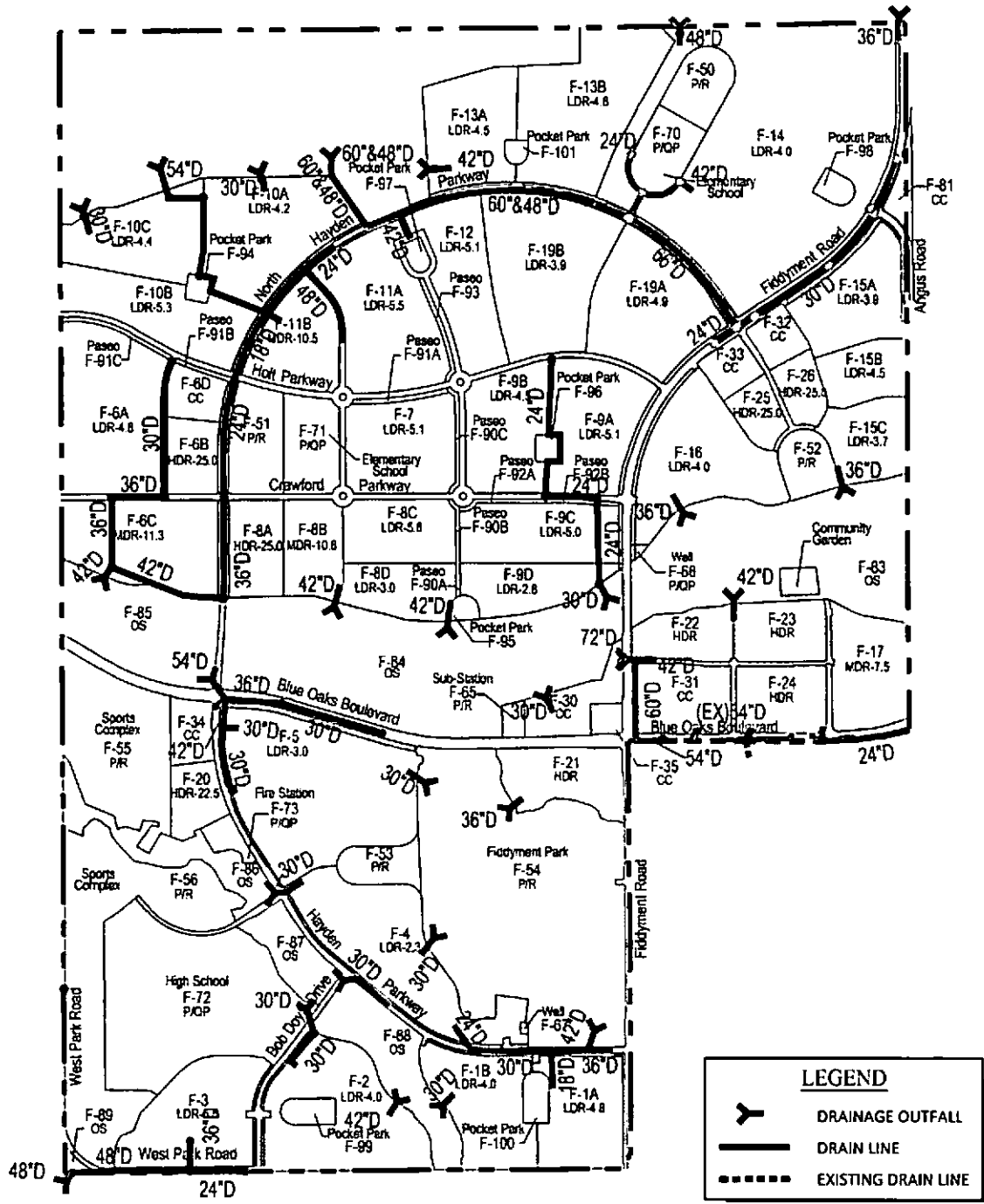
Tel 916.341.7760  
Fax 916.341.7767

Exhibit BB  
Drainage Facilities

[See Attached]

# Exhibit BB Drainage Facilities

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



  
 NORTH  
 SCALE: 1" = 1500'±


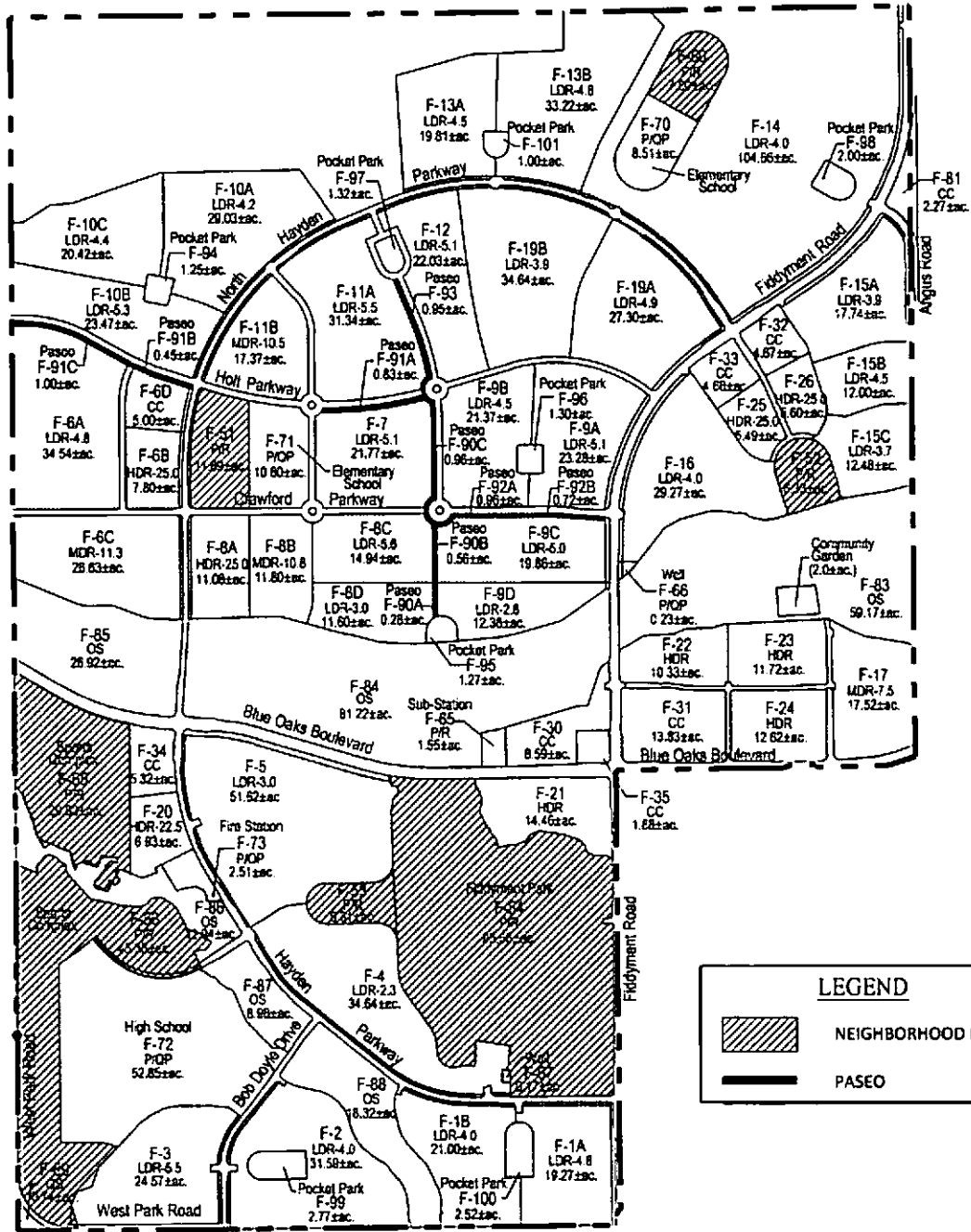
  
**WOOD RODGERS**  
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS  
 3301 C St, Bldg. 100-B      Tel 916.341.7760  
 Sacramento, CA 95816      Fax 916.341.7767

Exhibit FF  
Park Sites

[See Attached]

# Exhibit FF Neighborhood Park Sites

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



SCALE: 1" = 1500'±



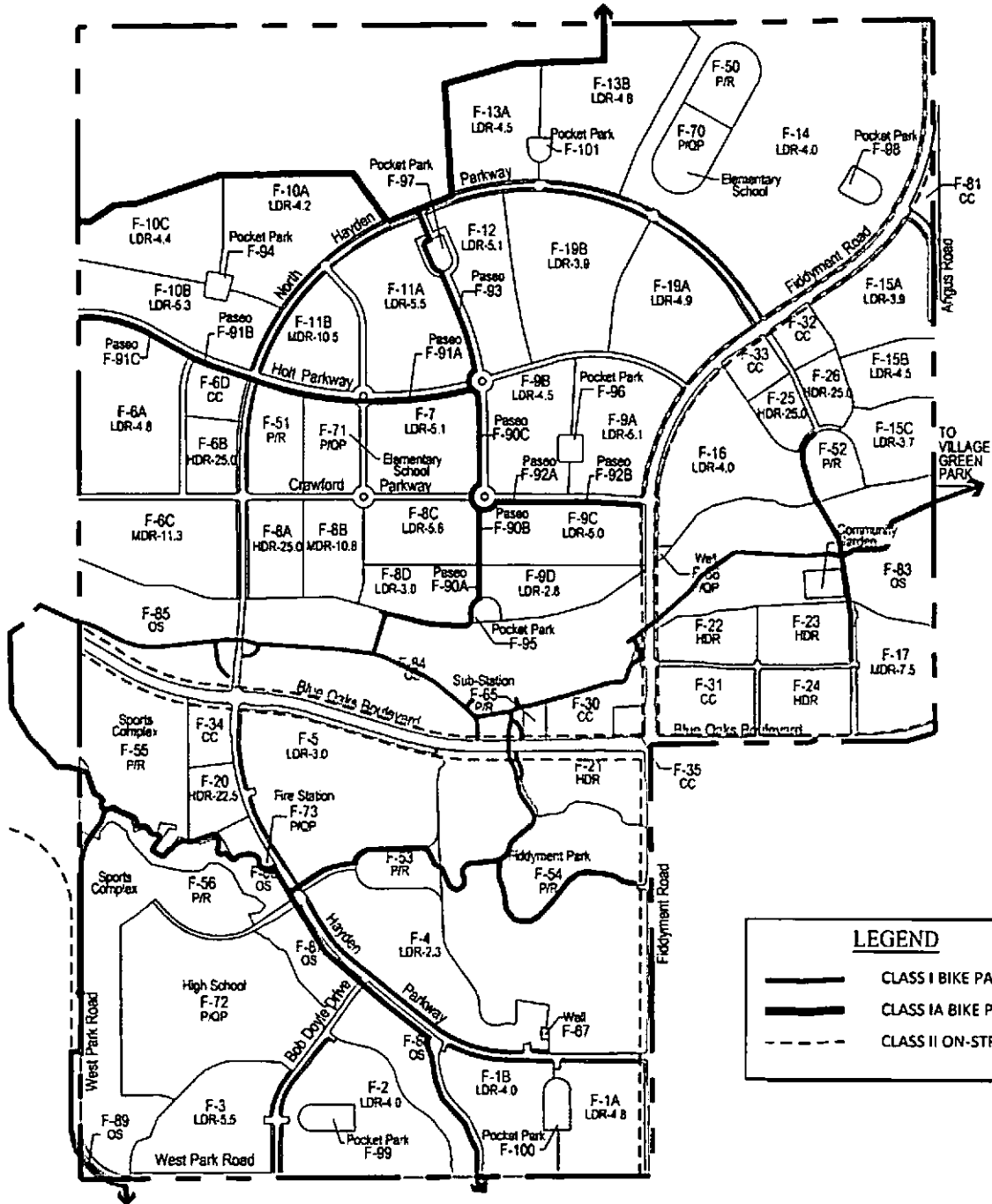
**WOOD RODGERS**  
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 3301 C St, Bldg. 100-B  
 Sacramento, CA 95816  
 Tel 916.341.7760  
 Fax 916.341.7767

Exhibit HH  
Bikeway Improvements

[See Attached]

# Exhibit HH Bikeway Improvements

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



LEGEND	
	CLASS I BIKE PATH
	CLASS IA BIKE PATH
	CLASS II ON-STREET



SCALE: 1" = 1500'±



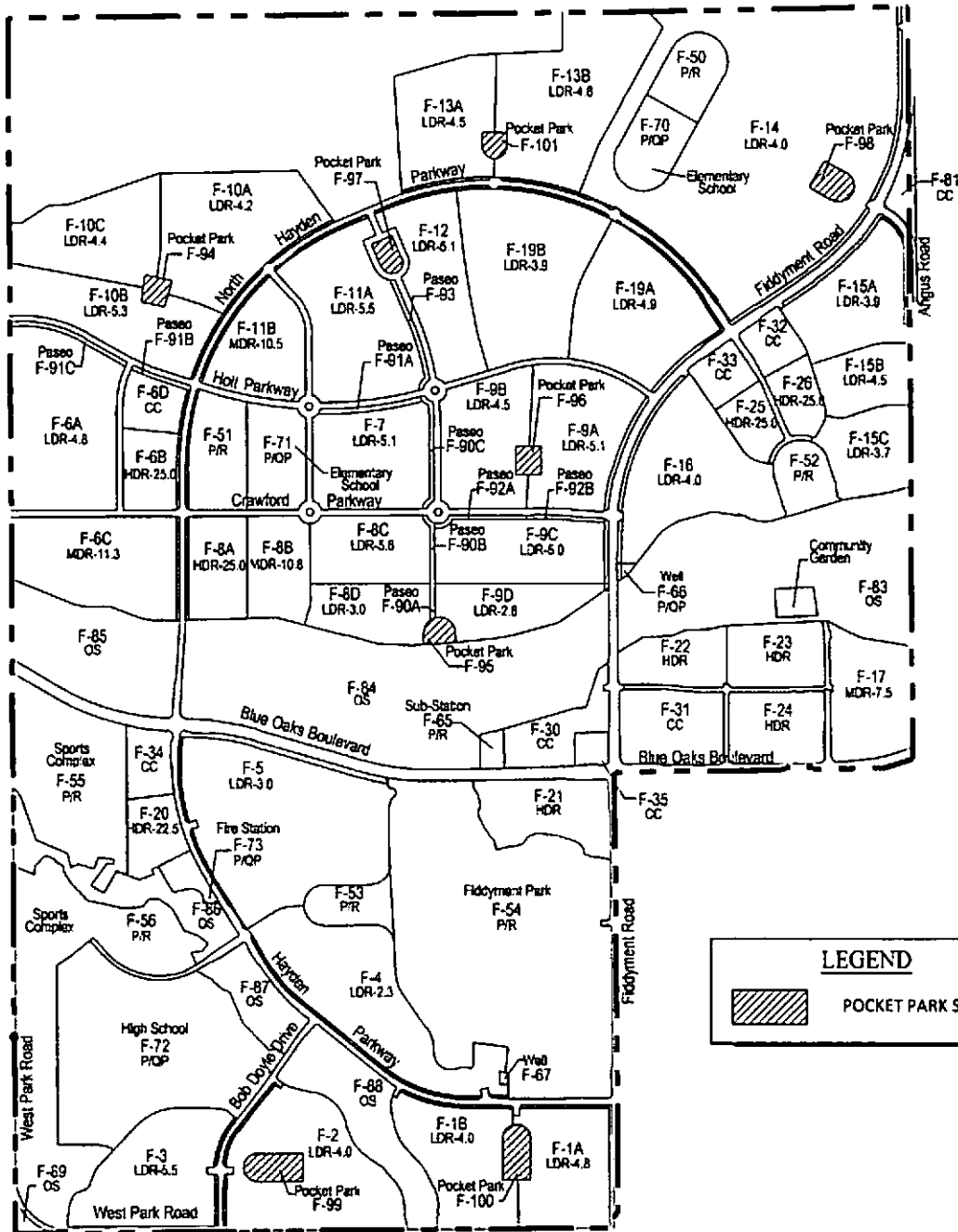
**WOOD RODGERS**  
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 Sacramento, CA 95816  
 Tel 916.341.7760  
 Fax 916.341.7767

Exhibit JJ  
Pocket Park Sites

[See Attached]

# Exhibit JJ Pocket Park Sites

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



**LEGEND**

POCKET PARK SITES



SCALE: 1" = 1500' ±



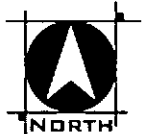
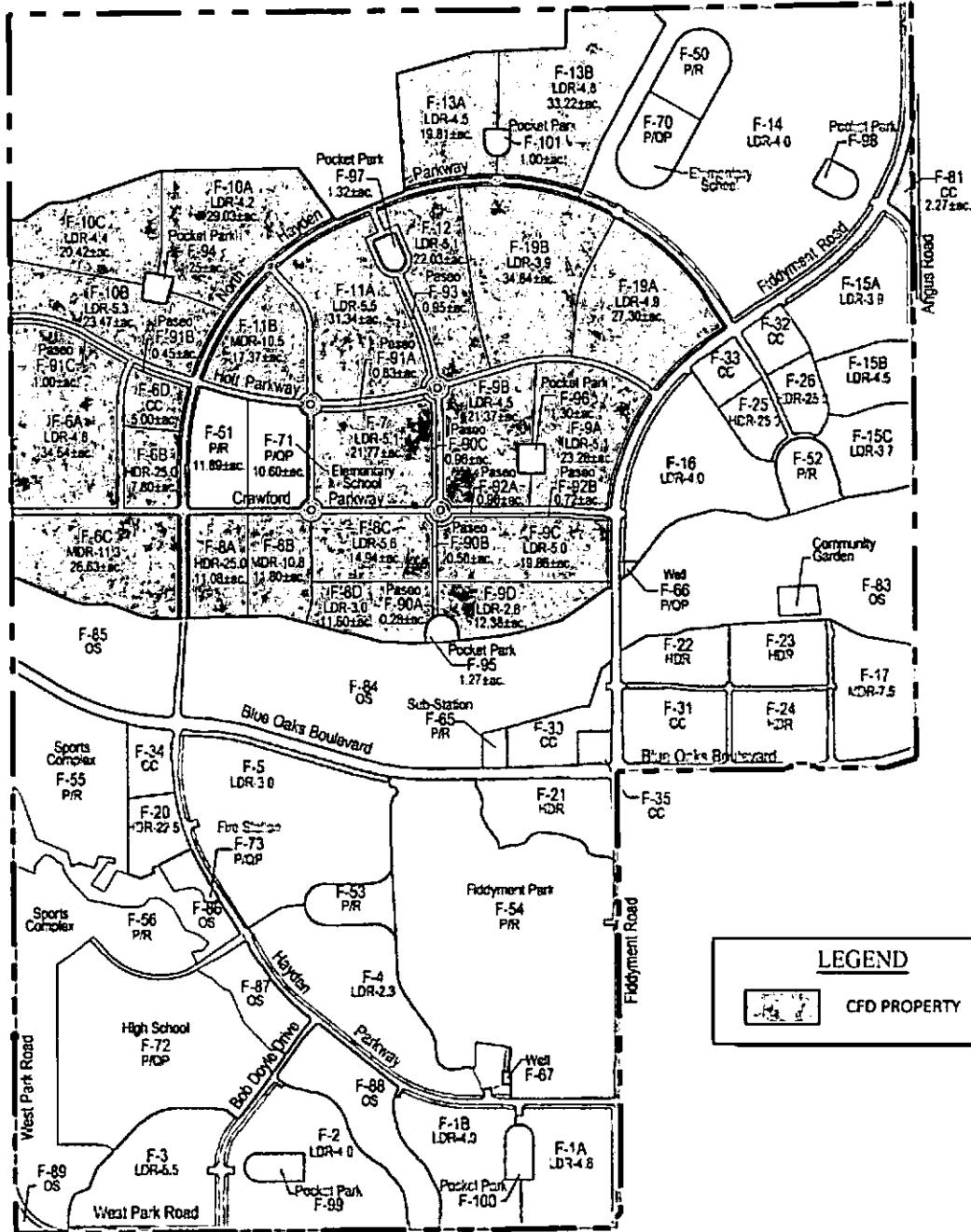
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Exhibit NN  
Community Facilities District

[See Attached]

# Exhibit NN Community Facilities District Property

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



SCALE: 1" = 1500' ±



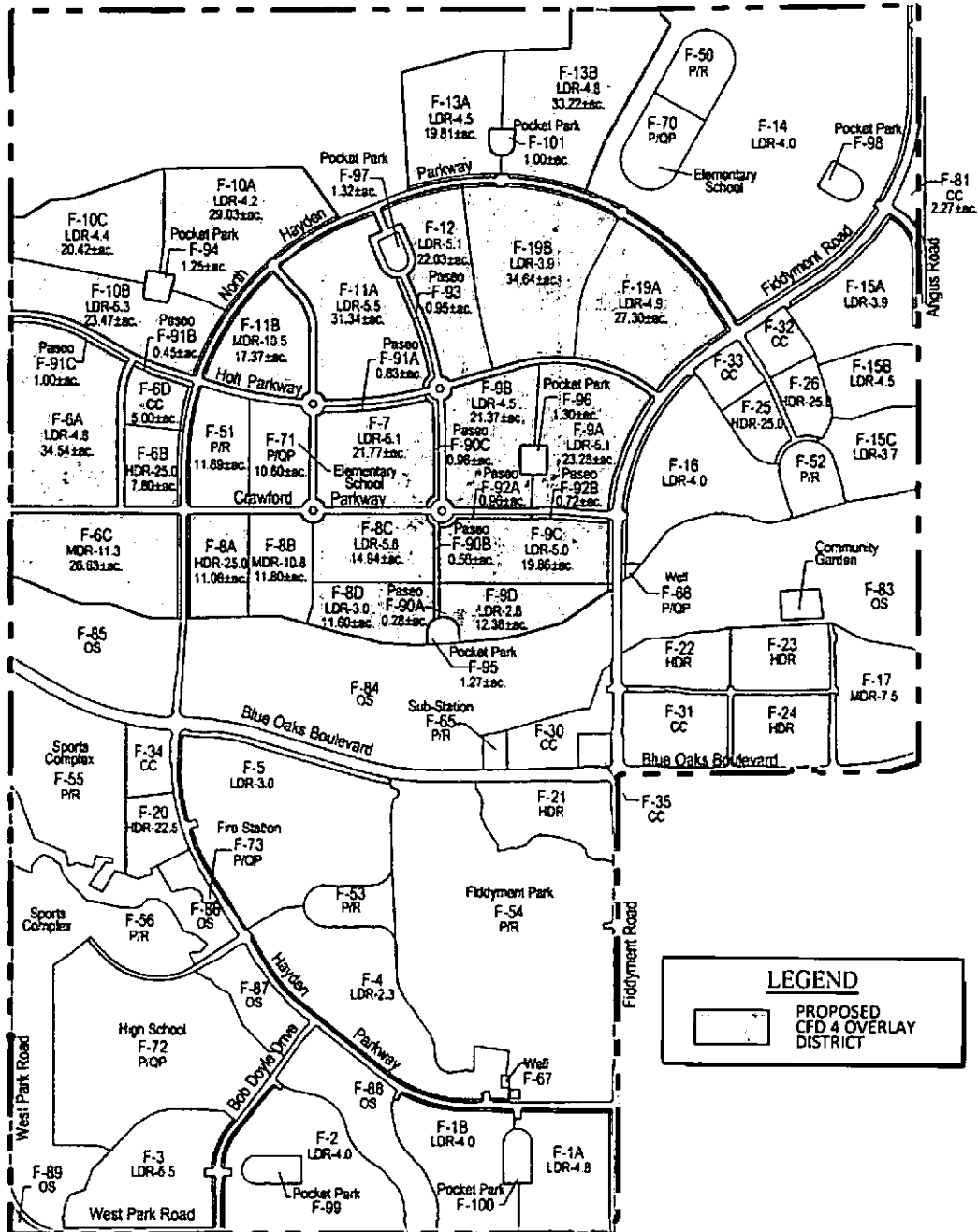
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 Sacramento, CA 95816  
 Tel 916.341.7760  
 Fax 916.341.7767

Exhibit RR  
Overlay CFD Property

[See Attached]

# Exhibit RR Overlay CFD Property

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



SCALE: 1" = 1500'±



**WOOD RODGERS**  
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3301 C St. Bldg. 100-B  
Sacramento, CA 95816

Tel 916.341.7760  
Fax 916.341.7767

Exhibit SS  
Water Conservation Plan

[See Attached]

**EXHIBIT SS**  
**WATER CONSERVATION EASEMENT**



**WOOD RODGERS**  
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

**TECHNICAL MEMORANDUM**

To: Environmental Utilities Dept. & Planning and Redevelopment Dept., City of Roseville  
Cc: Steve Hicks, Bayless & Hicks  
From: Mike Motroni, PE, LEED AP  
Date: 27 August 2010 (Revised 30 April 2013)  
Subject: Fiddymment Ranch SPA No. 3, Water Conservation Plan

Introduction

This water conservation plan was initially prepared in August 2010 at the request of the City of Roseville (City). The City requested that the Fiddymment Ranch SPA #3 project applicant prepare a water conservation plan documenting methods for the achievement of water demand reduction. This technical memorandum (TM) identifies baseline water usage, water conservation methods, and water demand reduction estimates. The Sierra Vista Specific Plan (SVSP) Water Conservation Plan, dated July 6, 2009 was reviewed as part of this TM. The methodology utilized in this TM is consistent with those utilized in the SVSP Water Conservation Plan.

The original water conservation plan (August 2010) was initially based on the SPA #3 land use densities proposed at that time. The applicant has since revised land use densities for the residential high density parcels. As a result, the City requests an update to the water conservation plan to reflect the revised project densities. This revised TM is intended to satisfy this request. Additionally, the August 2010 conservation plan included some parcels that were unfinished but not included in the amendment. This revised TM only includes parcels applicable to SPA #3 (SPA 000049).

Baseline Water Usage

Wood Rodgers previously prepared the Domestic Water Study, Fiddymment Ranch SPA No. 3 (Water Study) dated August 6, 2010. The water demands estimated for the project include both potable and recycled water demands. Total water demands used in the Water Study are calculated based upon the City unit water demand factors for various land use types and are presented in Table 1: Land Use Water Demands.

**Table 1: Land Use Water Demands**

GENERAL PLAN LAND USE	UNIT DEMAND FACTOR	ACRES (acres)	DWELLING UNITS	DEMAND (ac-ft/year)
LDR (Residential)	600 to 430 gpd/DU	397.5	1,868	1,202
MDR (Residential)	323 gpd/DU	55.8	609	221
HDR (Residential) <sup>1</sup>	177 gpd/DU	18.9	472	94
CC (Commercial)	2,598 gpd/acre	7.1	-	21
LDR (Pocket Park)	2,988 gpd/acre	6.1	-	21
OS (Open Space)	-	240.0	-	0
OS (Paseo)	2,988 gpd/acre	6.7	-	23
PQP (Elementary School)	3,454 gpd/acre	10.6	-	41
PR (Park)	2,988 gpd/acre	11.9	-	40
PR (Sports Complex)	2,988 gpd/acre	29.8	-	99
<b>TOTAL</b>		<b>708.4</b>	<b>2,949</b>	<b>1,762</b>
<b>2% System Losses</b>				<b>35</b>
<b>Total with 2% System Losses</b>				<b>1,797</b>

Source: Fiddymment Ranch SPA No. 3, Domestic Water Study by Wood Rodgers dated August 6, 2010

<sup>1</sup> HDR demands modified to reflect updates to high density residential unit counts in SPA 000049.

**Table 2: Typical Residential Water Use** outlines the typical residential water use for the City. It is important to note that residential landscape irrigation is responsible for the single most demand of household water usage at 51% of total residential water usage. Toilet use qualifies for the second most use of household water demand with 13% of the total residential water usage.

**Table 2: Typical Residential Water Use**

TYPICAL WATER USAGE	PERCENTAGE OF TOTAL USE
Landscape Irrigation	51%
Toilets	13%
Faucets, Cooking, Cleaning	10%
Shower	9%
Clothes Washer	8%
Bath	6%
Toilet Leaks	2%
Dishwasher	1%

Source: City of Roseville FAQ's regarding water conservation  
<http://www.roseville.ca.us/faqs/categoryqua.asp?id=7>

Consistent with the SVSP Water Conservation Plan, it is assumed the backyard consists of 60% of landscape irrigation demand and the front yard consists of 40% of landscape irrigation demand. Therefore approximately 20.4% and 30.6% of total residential water is used in front yard and backyard irrigation, respectively. **Table 3: Residential Baseline Landscape Irrigation Use** shows the annual irrigation demand by land use and front yard versus backyard. High density residential is assumed to consist of multi-family dwellings where irrigation and landscaping is controlled by a property association or property manager. This analysis assumes property associations or apartment owners will be required to comply with project turf reduction requirements.

**Table 3: Residential Baseline Landscape Irrigation Use**

GENERAL PLAN LAND USE	ANNUAL WATER DEMAND (ac-ft/year)	LANDSCAPE IRRIGATION DEMAND (ac-ft/year)	FRONT YARD DEMAND (ac-ft/year)	BACKYARD DEMAND (ac-ft/year)	WATER SYSTEM SAVINGS
LDR Low Density Residential	1,202	613	245	368	Potable Water
MDR Medium Density Residential	221	113	45	68	Potable Water
HDR High Density Residential	94	48	No Distinction between front and back yards		Recycled Water
<b>Total</b>	<b>1,517</b>	<b>774</b>			

### Water Conservation Methods

Various methods were analyzed to determine a quantifiable savings in water demand. These methods include limitations on turf areas, using smart weather irrigation controllers, using recirculation hot water systems, using low flow toilets, and low flow lavatory and kitchen faucets.

#### *Landscape Turf Reduction*

The most effective and cost efficient way to reduce water demand is by limiting the use of turf and replacing turf with low water use plants. According to the Fair Oaks Horticulture Center, water efficient plants use approximately 65%-75% less irrigation water than turf. This TM assumes that low water use plants use 70% less water than turf.

The reduced irrigation demand is primarily accounted for by the use of drip irrigation or other low water spray heads that contribute to the irrigation of a single shrub or multiple smaller plants. These types of irrigation systems eliminate overspray typical of traditional spray heads. It is also important that the shrub and plant selection are low water users.

Baseline turf area was determined for each type of land use. The area of turf was then reduced and replaced with low water use plants. It is estimated that 30% of the total front yard area is non-irrigated hardscape and 70% is irrigated landscape. For example, front yard residential turf as a function of total front yard irrigated landscaped area (excluding hardscape) is assumed to be 70% for the baseline case. Restricting turf area to 40% of total front yard irrigated landscaping and replacing the remaining 30% area with low water use plants results in significant water savings. See Attachment 1 for a detailed example of front yard turf and planting areas.

To estimate water savings as a result of turf reductions, a turf reduction factor is established to represent the water demand based on the relationship between the area of original turf and the turf limitation to be implemented in the project area with additional low water use plants. The turf reduction factor is represented in Attachment 2.

For residential front yards the developer and builder are responsible for landscaping whereas individual home owners are responsible for backyard landscaping. Therefore, it is assumed that only the developer and builder can directly influence water demand within the front yards and not in the residential backyards. Backyards were not analyzed for turf reduction as the landscape material decision and design is the responsibility of the individual home owner and not the developer or builder.

Front yard residential turf reduction is only one component of overall turf irrigation. Similarly, turf at parks and paseos also contribute to significant irrigation demand. Consistent with the SVSP Water Conservation Plan, the analysis conducted in this TM reduces park turf from 80% of the park parcel to 60%. Additionally, paseos see a reduction in turf area to 30% of total landscape area. In each scenario low water use plants replace the area of reduced turf. Each turf reduction scenario is indicated in Table 4: Landscape Turf Reduction and Table 5: Landscape Water Savings.

Table 4: Landscape Turf Reduction

GENERAL PLAN LAND USE	ANNUAL IRRIGATION DEMAND (ac-ft/year)	% OF TOTAL FRONT YARD AREA <sup>2</sup>		% OF TOTAL IRRIGATED AREA	
		BASE TURF AREA	NEW TURF AREA	BASE TURF AREA	NEW TURF AREA
LDR	245 <sup>3</sup>	49%	28%	70%	40%
MDR	45 <sup>3</sup>	49%	28%	70%	40%
HDR	48	-	-	70%	40%
Parks	157 <sup>4</sup>	-	-	80%	60%
Paseos	23	-	-	80%	30%
<b>Total</b>	<b>518</b>				

<sup>2</sup> Assumes front yard hardscape is 30% of total front yard.

<sup>3</sup> Indicates front yard irrigation demand only.

<sup>4</sup> Assumes 98% of total park water demand is used for irrigation.

Table 5: Landscape Water Savings

GENERAL PLAN LAND USE	REDUCTION FACTOR	REDUCED DEMAND (ac-ft/year)	WATER SAVINGS (ac-ft/year)	WATER SYSTEM SAVINGS
LDR	0.734	180	65	Potable Water
MDR	0.734	33	12	Potable Water
HDR	0.734	35	13	Recycled Water
Parks	0.837	131	26	Recycled Water
Paseos	0.593	14	9	Recycled Water
<b>Total</b>		<b>393</b>	<b>125</b>	

By limiting turf in front yards, high density residential land uses, parks, and paseos, total irrigation demand can be reduced by 24% when excluding backyard irrigation. The net irrigation water savings by turf reduction is 125 acre-feet per year.

*Smart Weather Irrigation Controller*

Typical irrigation controllers used in most landscape irrigation installations are timer based where run times are determined by the owner, tenant, professional landscape service, or property manager. Many users irrigate without the background knowledge or science behind irrigation principals. As a result many landscape areas are over watered. Smart irrigation controllers use algorithms to analyze soil conditions and weather to determine proper irrigation run times.

The US Bureau of Reclamation issued the technical memorandum, Summary of Smart Controller “Water Savings Studies” (USBR memorandum), dated April 2008. The USBR memorandum summarizes fourteen weather based controllers, nine soil moisture based controllers, and two weather and soil moisture based controllers. As part of this TM, the use of weather based smart irrigation controllers are used to reduce irrigation demand. For weather based controllers the studies in the USBR memorandum have associated water savings of between 7% and 41%.

Consistent with the SVSP Water Conservation Plan this TM assigns a 20% water savings with the use of weather based smart irrigation controllers. Initial installation of smart irrigation controllers in all buildings and residences would be necessary to realize savings. Participation by all property owners results in 20% less irrigation demand as shown in Table 6: Smart Irrigation Controller Water Savings.

The weather based smart irrigation controllers still require users to program their controller to their own satisfaction without the extensive knowledge of extensive landscape irrigation concepts. The use of combination weather based and soil moisture based controllers will likely yield additional water savings. Water savings analysis for these types of controllers is fairly limited and requires additional initial investment.

It is important for builders to install smart water controllers that are capable of expansion and provide wiring for easy installation and connection to backyard landscape irrigation system. Without this convenience, home owners may purchase and install more convenient water irrigation controllers that are less expensive and forgo water conservation features.

Table 6: Smart Irrigation Controller Water Savings

GENERAL PLAN LAND USE	TYPICAL IRRIGATION DEMAND <sup>5</sup> (ac-ft/year)	REDUCED DEMAND (ac-ft/year)	WATER SAVINGS (ac-ft/year)	WATER SYSTEM SAVINGS
LDR (Front Yard)	180	144	36	Potable Water
LDR (Backyard)	368	294	74	Potable Water
MDR (Front Yard)	33	26	7	Potable Water
MDR (Backyard)	68	54	14	Potable Water
HDR	35	28	7	Recycled Water
Parks	131	105	26	Recycled Water
Paseos	14	11	3	Recycled Water
<b>Total</b>	<b>829</b>	<b>662</b>	<b>167</b>	

*Hot Water Recirculation Pump*

Recirculating hot water pumps circulate hot water from the water heater through a loop in a home to near faucets and other hot water demand points. This allows for near instantaneous hot water without having to flow cold water through the pipes for hot water to arrive from the water heater. Fiddymment Ranch which is part of the West Roseville Specific Plan already requires residences to be installed with a recirculating hot water pump or similar water conservation device.

This TM assumes the average distance between the water heater and the hot water demand source is approximately 50 feet. The pipe is typically ¾" diameter. Therefore the average draw per hot water demand is 1.1 gallons of cold water before the hot water arrives at the demand point. Hot water recirculation pump water savings summarizes the total water savings by land use. This method assumes that each dwelling unit produces an average of six draws of hot water per day. The expected water savings are presented in Table 7: Hot Water Recirculation Pump Water Savings.

Equation 1: Annual Hot Water Draw

$$AnnualDraw = \frac{1.1 \text{ gal/draw} * 6 \text{ draws/day} * 365 \text{ day/year}}{325,851 \text{ gal/ac-foot}}$$

Table 7: Hot Water Recirculation Pump Water Savings

GENERAL PLAN LAND USE	DWELLING UNITS (DU)	WATER SAVINGS (ac-ft/year)	WATER SYSTEM SAVINGS
LDR	1,868	14	Potable Water
MDR	609	5	Potable Water
HDR	472	3	Potable Water
<b>Total</b>	<b>2,949</b>	<b>22</b>	

*Low Flow Toilets*

The 2007 California Plumbing Code requires water closets to consume not more than 1.6 gallons per flush. There is however a number of toilets available on the market that use less water per flush. Low flow toilets typically use

<sup>5</sup> Demand includes water conservation efforts achieved through turf reduction.

1.1 gallons per flush while ultra low flow toilets can use 0.8 gallons per flush. Low flow toilets use compressed air within the toilet bowl to effectively flush.

As shown in Table 2: Typical Residential Water Use, toilet use represents 13% of the typical residential water use. This TM analyzes use of toilets that use a maximum of 1.28 gallons per flush or are 20% more water efficient than conventional 1.6 gallon per flush toilets. The water savings based on the use of low flow toilets not exceeding 1.28 gallons per flush are summarized in Table 8: Low Flow Toilet Water Savings.

Table 8: Low Flow Toilet Water Savings

GENERAL PLAN LAND USE	ANNUAL TOILET DEMAND (ac-ft/year)	EFFICIENT TOILET DEMAND (ac-ft/year)	WATER SAVINGS (ac-ft/year)	WATER SAVINGS SYSTEM
LDR	156	125	31	Potable Water
MDR	29	23	6	Potable Water
HDR	12	10	2	Potable Water
<b>Total</b>	<b>197</b>	<b>158</b>	<b>39</b>	

*Low Flow Lavatory & Kitchen Faucets*

Per the City of Roseville, the Energy Policy Act of 1992 provides standards for water efficiency plumbing. This water standard represents the baseline water usage of lavatory and kitchen faucets at 2.2 gallons per minute. Today, water efficient lavatory and kitchen faucets can be provided with usages of less than 1.5 gallons per minute. The flow rate of these faucets is typically 32% less than the baseline flow rate.

As shown in Table 2: Typical Residential Water Use, lavatory, and kitchen faucet use represents 10% of the typical residential water use. This TM assumes water savings of utilizing faucets that produce 1.5 gallons per minute flow rates as saving 10% in faucet demand. Although the flow rate is nearly a third less than the baseline flow rate, some water user demand will be based on total volume needs. For example, a user would fill a pot for boiling water or water glass full regardless of flow rate. The water savings based on the use of low flow faucets not exceeding 1.5 gallons per minute are summarized in Table 9: Low Flow Faucets.

Table 9: Low Flow Faucets

GENERAL PLAN LAND USE	ANNUAL FAUCET DEMAND (ac-ft/year)	EFFICIENT FAUCET DEMAND (ac-ft/year)	WATER SAVINGS (ac-ft/year)	WATER SAVINGS SYSTEM
LDR	120	108	12	Potable Water
MDR	22	20	2	Potable Water
HDR	9	8	1	Potable Water
<b>Total</b>	<b>151</b>	<b>136</b>	<b>15</b>	

Conclusions

The implementation of water conservation methods described with this TM will reduce water demands by 368 acre-feet per year. The various water conservation methods and their water savings as a percent of total water demand are summarized in Table 10: Summary of Water Conservation Methods. These methods reduce the projected water demands for Fiddymment Ranch SPA No. 3 of 1,797 acre-feet per year<sup>6</sup> to 1,429 acre-feet per year equivalent to a 20.5 percent reduction in demands.

<sup>6</sup> As shown in Table 1: Land Use Water Demands

This TM is based on a number of assumption and case studies done by others. Ultimate water conservation will depend on a variety of known and unknown factors. Participation by owners, tenants, property managers, and property landscape maintenance professionals will be required for the water conservation plan to be viable. Long term education and outreach will be required long after the installation of front yard landscaping, installation of smart irrigation controllers, hot water recirculation pumps, low flow toilets, and low flow lavatory and kitchen faucets. Education and outreach could be incorporated into neighborhood codes, covenants, and restrictions as well as ongoing city outreach efforts through mailers and public water conservation efforts.

This TM did not quantify water savings for every type of land use. It is important to note that additional water savings reductions can take place on public facilities and schools resulting in increased water savings. Engagement of other land use stakeholders would be required for their participation in water conservation methods. Their participation would most likely be on a case-by-case basis and therefore difficult to assess and quantify, at this point.

Table 10: Summary of Water Conservation Methods

<b>WATER CONSERVATION METHOD</b>	<b>POTABLE WATER SAVINGS (ac-ft/year)</b>	<b>RECYCLED WATER SAVINGS (ac-ft/year)</b>	<b>WATER SAVINGS (ac-ft/year)</b>	<b>REDUCTION IN WATER USE<sup>7</sup></b>
Reduced Turf Area Table 5: Landscape Water Savings	77	48	125	7.0%
Smart Irrigation Controllers Table 6: Smart Irrigation Controller Water Savings	131	36	167	9.3%
Hot Water Recirculation Pump Table 7: Hot Water Recirculation Pump Water Savings	22	---	22	1.2%
Low Flow Toilets Table 8: Low Flow Toilet Water Savings	39	---	39	2.2%
Low Flow Lavatory & Kitchen Faucets Table 9: Low Flow Faucets	15	---	15	0.8%
<b>Total</b>	<b>284</b>	<b>84</b>	<b>368</b>	<b>20.5%</b>

<sup>7</sup> As a percentage of Fiddymnt Ranch SPA No. 3 demand as shown in Table 1: Land Use Water Demands.

References

2007 California Plumbing Code, § 402.2, 1 January 2008.

FAQs, how much water do I use? City of Roseville. <http://www.roseville.ca.us/faqs/categoryqna.asp?id=7>

Fiddymment Phase SPA No. 3 Recycled Water Study, Wood Rodgers, Inc., 27 August 2010.

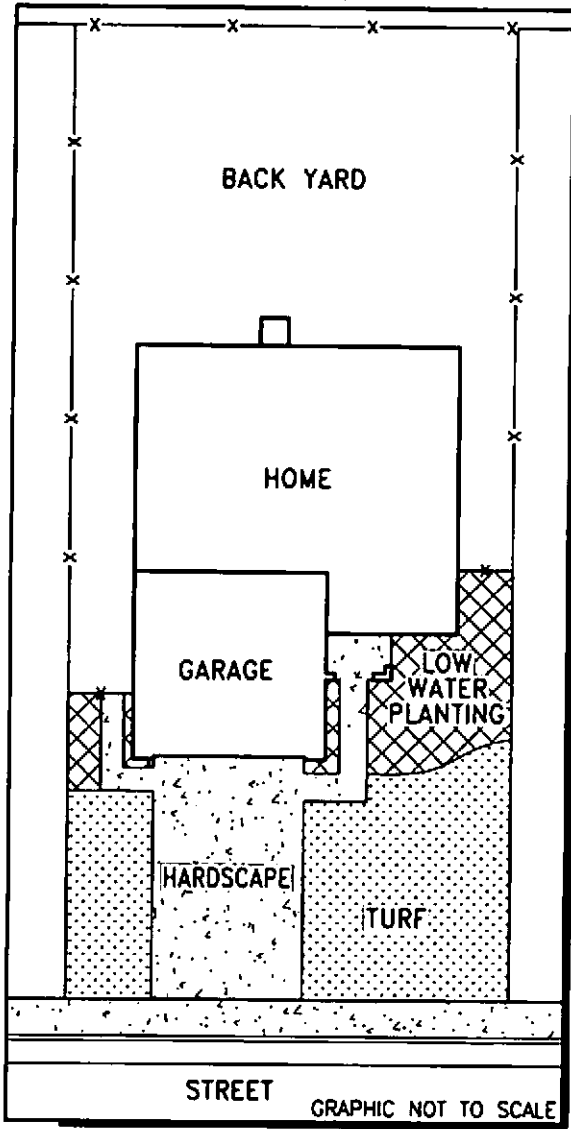
Fiddymment Ranch SPA No. 3 Water Study, Wood Rodgers Inc., 6 August 2010.

Garden Notes. Water Efficient Landscape Plant List, University of California & Sacramento County, Cooperative Extension (Fair Oaks Horticulture Center), June 2009.

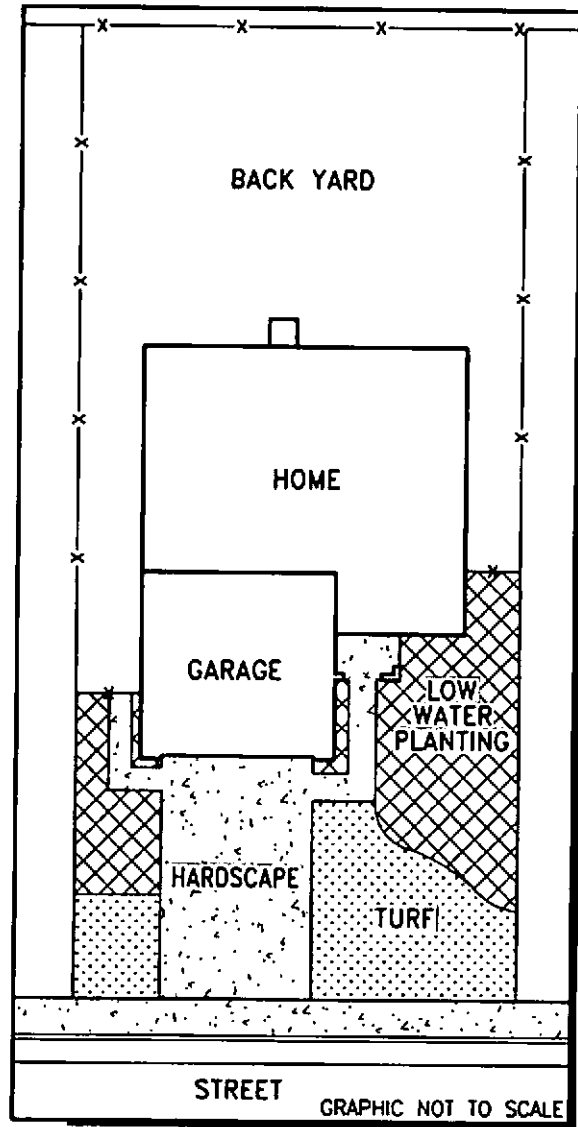
Summary of Smart Controller Water Savings Studies, Final Technical Memorandum No. 86-68210-SCAO-01, U.S. Bureau of Reclamation, April 2008.

TM #1 – Sierra Vista Specific Plan Water Conservation Plan, HydroScience Engineers Inc., 6 July 2009.

**BASELINE SCENARIO (TYP AS-BUILT)**



**PROPOSED SCENARIO**



FRONT YARD AREA: 1,757 SF  
 FRONT YARD HARDSCAPE AREA: 527 SF  
 FRONT YARD IRRIGATED AREA: 1,230 SF  
 TURF AREA: 861 SF  
 LOW WATER PLANTING AREA: 369 SF  
 TURF AREA / IRR. AREA: 70%  
 LOW WTR PLANTING / IRR. AREA: 30% 100%  
 HARDSCAPE AREA / TOTAL FRONT YARD AREA: 30%  
 TURF AREA / TOTAL FRONT YARD AREA: 49% 100%  
 LOW WTR PLANTING / TOTAL FRONT YARD AREA: 21%

FRONT YARD AREA: 1,757 SF  
 FRONT YARD HARDSCAPE AREA: 527 SF  
 FRONT YARD IRRIGATED AREA: 1,230 SF  
 TURF AREA: 492 SF  
 LOW WATER PLANTING AREA: 738 SF  
 TURF AREA / IRR. AREA: 40%  
 LOW WTR PLANTING / IRR. AREA: 60% 100%  
 HARDSCAPE AREA / TOTAL FRONT YARD AREA: 30%  
 TURF AREA / TOTAL FRONT YARD AREA: 28% 100%  
 LOW WTR PLANTING / TOTAL FRONT YARD AREA: 42%

**FRONT YARD IRRIGATION TURF / PLANTING AREA**  
 WATER CONSERVATION PLAN  
 ATTACHMENT 1

FIDDYMENT RANCH SPA No. 3  
 SIGNATURE PROPERTIES  
 ROSEVILLE, CALIFORNIA

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JULY 22, 2010 | DRAWN: MPM | 1027.091

J:\1000-s\1027-Fiddymnt Ranch\Phase3\0A\Civil\Studies\Water\MAR-2010-UPDA\Exhibits\ATTACH-1-FIDDY-CONSERV.dwg 7/29/10 11:08am rmm/roni





# WOOD RODGERS

ENGINEERING • PLANNING • MAPPING • SURVEYING

Sheet: 2 of 3

Date: 7/13/2010

Project: FIDDYHANT WATER CONSERVATION PLAN Project No.: 1027.091

Subject: TURF REDUCTION FACTOR CALCULATION - ATTACHMENT 2

Prepared By: M METRONE Checked By: \_\_\_\_\_

#1	$A_{\text{LANDSCAPE}} \cdot D_{\text{TOTAL}} = A_{\text{TURF}} \cdot D_{\text{TURF}} + A_{\text{PLANTS}} \cdot D_{\text{PLANTS}}$
#2	$D_{\text{PLANTS}} = 0.3 \cdot D_{\text{TURF}}$
#3	$A_{\text{TURF}} = A_{\text{LANDSCAPE}} \cdot C_{\text{TURF}}$
#4	$A_{\text{PLANTS}} = A_{\text{LANDSCAPE}} \cdot C_{\text{PLANTS}}$
#5	ASSUME: $D$ IS IN GPM/ACRE, $A$ IS IN ACRE, $C$ IS UNITLESS.
#6	<del><math>A_{\text{LANDSCAPE}} \cdot D_{\text{TOTAL}} = A_{\text{LANDSCAPE}} \cdot C_{\text{TURF}} \cdot D_{\text{TURF}} + A_{\text{LANDSCAPE}} \cdot C_{\text{PLANTS}} (0.3 \cdot D_{\text{TURF}})</math></del>
#7	$D_{\text{TOTAL}} = C_{\text{TURF}} \cdot D_{\text{TURF}} + C_{\text{PLANTS}} (0.3 \cdot D_{\text{TURF}})$ $\rightarrow$ TOTAL DEMAND IN GPM/ACRE
#8	$RF = \frac{D_{\text{CONSERVATION}}}{D_{\text{BASELINE}}} = \frac{C_{\text{TURF}} \cdot D_{\text{TURF}} + C_{\text{PLANTS}} (0.3 \cdot D_{\text{TURF}})}{C_{\text{TURF},0} \cdot D_{\text{TURF}} + C_{\text{PLANTS},0} (0.3 \cdot D_{\text{TURF},0})}$
#9	$RF = \frac{D_{\text{TURF}} (C_{\text{TURF}} + 0.3 C_{\text{PLANTS}})}{D_{\text{TURF},0} (C_{\text{TURF},0} + 0.3 C_{\text{PLANTS},0})} = \frac{C_{\text{TURF}} + 0.3 C_{\text{PLANTS}}}{C_{\text{TURF},0} + 0.3 C_{\text{PLANTS},0}}$
#10	WHERE: $C_{\text{PLANTS}} = 1 - C_{\text{TURF}}$ $\therefore$
#11	$RF = \frac{C_{\text{TURF}} + 0.3 - 0.3 C_{\text{TURF}}}{C_{\text{TURF},0} + 0.3 - 0.3 C_{\text{TURF},0}}$ WHERE $RF$ AND $C$ ARE UNITLESS.

EXAMPLE #1

$C_{\text{TURF}} = 0.40$ ,  $C_{\text{TURF},0} = 0.70$

$RF = \frac{0.40 + 0.3 - 0.3(0.40)}{0.70 + 0.3 - 0.3(0.70)}$

$RF = 0.734$



**WOOD RODGERS**  
ENGINEERING • PLANNING • MAPPING • SURVEYING

Sheet: 3 of 3

Date: 7/13/2010

Project: FLOODMENT WATER CONSERVATION PLAN Project No.: 1027091

Subject: TURF REDUCTION FACTOR CALCULATION - ATTACHMENT 2

Prepared By: M. METROSE Checked By: \_\_\_\_\_

EXAMPLE #2:

$A_{LANDSCAPE} = 1 \text{ ACRE}$

$A_{TURF,0} = 0.70 \text{ ACRE}$        $A_{PLANTS,0} = 0.30 \text{ ACRE}$

$A_{TURF} = 0.40 \text{ ACRE}$        $A_{PLANTS} = 0.60 \text{ ACRE}$

$D_{TURF} = 30 \text{ GPM/Acre}$

$D_{PLANTS} = 30\% (30 \text{ GPM/Acre}) = 9 \text{ GPM/Acre}$  } ASSUMED

BASELINE: 1 ACRE  $D_{TOTAL,0} = 0.70 \text{ ACRE} (30 \text{ GPM/Acre}) + 0.30 \text{ ACRE} (9 \text{ GPM/Acre})$

→ FROM EQUATION #1, SHEET 1       $D_{TOTAL,0} = D_{BASELINE}$

$D_{TOTAL,0} = 23.7 \text{ GPM/Acre}$

CONSERVATION: 1 ACRE  $D_{TOTAL} = 0.40 \text{ ACRE} (30 \text{ GPM/Acre}) + 0.60 (9 \text{ GPM/Acre})$

→ FROM EQUATION #1, SHEET 1       $D_{TOTAL} = D_{CONSERVATION}$

$D_{TOTAL} = 17.4 \text{ GPM/Acre}$

$RF = \frac{D_{CONSERVATION}}{D_{BASELINE}} = \frac{17.4 \text{ GPM/Acre}}{23.7 \text{ GPM/Acre}}$

**RF = 0.734**

**RF EXAMPLE #1 = RF EXAMPLE #2**

ORDINANCE NO. 5337

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
ADOPTING A FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT  
REGARDING THE WEST ROSEVILLE 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 enter into a Fifth Amendment to Development Agreement by and between the City of Roseville and ATC Realty One, LLC (hereinafter, the "Fifth Amendment to Development Agreement").

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

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

SECTION 3. The Fifth Amendment to Development Agreement, 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 Fifth Amendment to Development Agreement, within ten (10) days of its execution 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 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 7th day of May, 2014, by the following vote on roll call:

AYES            COUNCILMEMBERS: Roccucci, Herman, Garcia

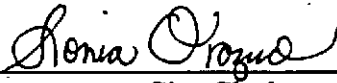
NOES            COUNCILMEMBERS: None

ABSENT        COUNCILMEMBERS: Gore, Rohan



VICE 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