

Recording Requested by and when  
Recorded Mail to:  
CITY OF ROSEVILLE  
City Clerk  
311 Vernon Street  
Roseville, CA 95678

Exempt from recording fees  
Pursuant to Govt. Code 27383



PLACER, County Recorder  
RYAN RONCO  
DOC- 2020-0054607-00

TUESDAY, JUN 9, 2020 08:28 AM  
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 # 02895649  
CLKBZLH9T2/MAB/1-20

(THIS SPACE RESERVED FOR RECORDER'S USE)

**Development Agreement Amendments Eight- West Roseville Specific Plan  
Parcels F-71 and F-66**

Record 1st please.

**EIGHTH AMENDMENT OF DEVELOPMENT AGREEMENT  
BY AND AMONG  
THE CITY OF ROSEVILLE  
AND ATC REALTY ONE, LLC, AND ROSEVILLE SCHOOLS, LLC  
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This Eighth Amendment of Development Agreement (“Eighth Amendment”) is entered into this 15<sup>th</sup> day of April, 2020, by and among the CITY OF ROSEVILLE, a municipal corporation (“City”) and ATC REALTY ONE, LLC, a Delaware limited liability company, and ROSEVILLE SCHOOLS, LLC, a California limited liability company (collectively, “Developer”), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

**RECITALS**

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.

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 ATC Realty One, LLC, 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. On May 7, 2014, City and ATC Realty One, LLC, by Ordinance No. 5337, entered into the Fifth Amendment of the Development Agreement (“Fifth Amendment”). The Fifth Amendment was recorded on June 18, 2014, in the Official Records of Placer County as Instrument No. 2014-0040699.

H. On August 6, 2014, City and West Roseville Development Company, Inc., by Ordinance No. 5385, entered into the Sixth Amendment of the Development Agreement (“Sixth Amendment”). The Sixth Amendment was recorded on August 14, 2014, in the Official Records of Placer County as Instrument No. 2014-0055752.

I. On September 15, 2017, City and ATC Realty One, LLC and Fiddyment 116 Lots, LLC, by Ordinance No. 5863, entered into the Seventh Amendment of the Development Agreement (“Seventh Amendment”). The Seventh Amendment was recorded on September 22, 2017, in the Official Records of Placer County as Instrument No. 2017-0073441.

J. This Eighth Amendment affects that property owned by ATC Realty One, LLC within the Plan Area (the “ATC Property”), and that property owned by Roseville Schools, LLC (the “RS Property”), each as described in Exhibit “A” and depicted in Exhibit “B” attached to this Eighth Amendment.

K. This Eighth Amendment affects the ATC Property and the RS Property, as expressly set forth herein, and shall run with title to those lands.

L. The Eighth 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. Extended Term. As to the ATC Property and the RS Property, for purposes of Section 1.3, City and Developer hereby agree to extend the term of the Development Agreement to and through March 29, 2054, unless the Development Agreement is terminated, modified or extended by circumstances set forth in the Development Agreement, as amended, or by mutual consent of the parties hereto.

b. REVISED SECTION 2.2. As to the ATC Property, the approved land use of certain parcels within the ATC 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	3,241 Units on 770.1 Net Acres
Medium Density Residential	836 Units on 80.51 Net Acres
High Density Residential	1,792 Units on 72.48 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 Net Acres
Fire Station	2.51 Net Acres
Electric Substation	1.55 Net Acres
Well Site	0.22 Net Acres
Other Public (Right of Way)	111.73 Net Acres

c. REVISED SECTION 3.7.5. As to the ATC Property, Section 3.7.5 is revised in its entirety to read as follows:

“3.7.5 Groundwater Wells. Developer shall dedicate to City Parcel F-67 in Phase 1 and shall construct one (1) groundwater well at the approximate location shown on Revised Exhibit “W” and prepare the well according to industry standards subject to approval by the Environmental Utilities Director. The exact location of the well and well site and qualifications of the design firm, well drilling contractor and construction inspection services provider shall be reviewed and approved by the Environmental Utilities Director prior to construction. The well shall be designed to include Aquifer Storage and Recovery capabilities and, to the extent feasible, shall achieve a yield of approximately 1,800 gallons per minute (GPM). Developer shall drill the well upon the earlier of the need for the well to provide water services to the Project, or prior to residential construction and concurrent with construction of adjacent roadways. City shall be responsible for construction of the above ground portion of the groundwater well facility (site improvements and pumping facilities).

It has been determined that the Phase 2 well site (F-66) DOES NOT have access to groundwater of such quality that only disinfection will be required to meet the California Drinking Water Quality Standards. In lieu of providing a production well at the Phase 2 well site (F-66) Developer shall fund the drilling of a well, to be located off-site of the Eighth Amendment Property, on property selected and acquired by the City. The cost of drilling the off-site production well shall be an amount mutually agreed to by City and Developer at the time that the City is ready to drill the offsite well, and the Developer shall pay the well drilling cost to the City upon City's written notification to the Developer of City's readiness to begin drilling of the off-site well.

Notwithstanding the foregoing, if the City adopts a revised water connection fee which encompasses the costs of constructing the groundwater well (including, but not limited to, permitting, design, construction, design support during the construction phase, construction management, inspection, administrative and legal), the Developer shall be relieved of the obligation to pay the well drilling cost to the City for the off-site well, described in the preceding paragraph of this Section 3.7.5.

Monitoring wells have been constructed on the F-66 well site, and it has been determined that the site was not suitable for a production well. As a result the F-66 well site is to be reduced to a parcel that contains the existing monitoring wells, and the remainder of the original F-66 well site is to be converted to a single family residential lot. The process for converting the F-66 well site to a residential lot shall be as follows:


- The portion of the F-66 (Lot 21) well site containing the Monitoring Well shall be deeded to the City.
- The Irrevocable Offer of Dedication for the remainder of the F-66 (Lot 21) well site shall be quit claimed by the City.
- The adjacent Lot D (the F-66 well site driveway parcel) shall be quit claimed by the City and by the original grantor of the parcel to the Developer.
- The City shall issue a Certificate of Compliance verifying that the two parcels consist of one buildable single family detached lot.
- The Developer shall construct the following improvements to the resultant monitoring well site prior to issuance of a building permit for the single family residence:
  - Widen the sidewalk along Fiddyment Road adjacent to the monitoring well site at F-66 to provide parking for maintenance access. Modification of the exiting curb and gutter may be required to accommodate maintenance vehicle access to the area.
  - Construct a 6' high masonry wall along the north boundary of the monitoring well site.
  - Construct a 6' high open iron fence along the southeast boundary of the monitoring well site, including a 10' wide gate.
  - Construct a 3' wide walkway between the widened section of the Fiddyment Road sidewalk and the monitoring well site."

**IN WITNESS WHEREOF**, the City of Roseville, a municipal corporation, has authorized the execution of this Eighth Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 6208, adopted by the Council of the City of Roseville on the 1<sup>st</sup> day of April, 2020.

CITY OF ROSEVILLE,  
a municipal corporation

ATC REALTY ONE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Dominick Casey  
City Manager

By:  \_\_\_\_\_  
Its: SVP  
DAVID L. ASH

ATTEST:

ROSEVILLE SCHOOLS, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Sonia Orozco  
City Clerk

By: WEST ROSEVILLE, LLC,  
a California limited liability  
company

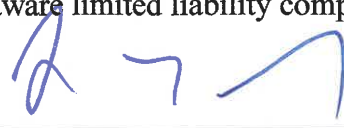
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert R. Schmitt  
City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
Mike Isom  
Development Services Director

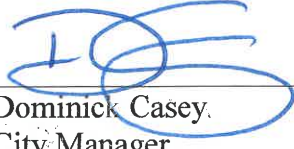
By: ATC Realty One, LLC, a  
Delaware limited liability company  
By:  \_\_\_\_\_  
Name: DAVID L. ASH  
Its: Authorized Agent

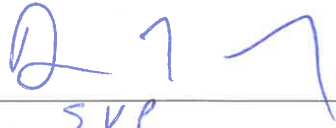
**PLS SEE ATTACHED  
CA ACKNOWLEDGMENT**

**IN WITNESS WHEREOF**, the City of Roseville, a municipal corporation, has authorized the execution of this Eighth Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 6208, adopted by the Council of the City of Roseville on the 1<sup>st</sup> day of April, 2020.


CITY OF ROSEVILLE,  
a municipal corporation

ATC REALTY ONE, LLC,  
a Delaware limited liability company

By:   
Dominick Casey  
City Manager

By:   
Its: SVP  
David L. Ash

ATTEST:

By:   
Sonia Orozco  
City Clerk

ROSEVILLE SCHOOLS, LLC,  
a California limited liability company

By: WEST ROSEVILLE, LLC,  
a California limited liability  
company

APPROVED AS TO FORM:

By:   
Robert R. Schmitt  
City Attorney

By: \_\_\_\_\_

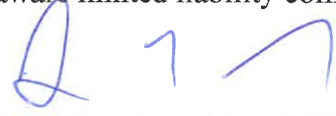
Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO SUBSTANCE:

By:   
Mike Isom  
Development Services Director

By: ATC Realty One, LLC, a  
Delaware limited liability company

By: 

Name: DAVID L. ASH

Its: Authorized Agent



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

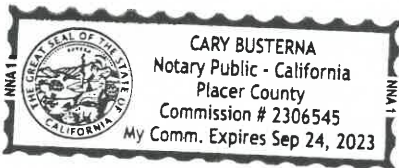
State of California

County of Placer }

On April 30th, 2020 before me, Cary Busterna, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Dominick Casey  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Cary Busterna  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

## 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 )

On February 18, 2020 before me, C. Graeff, Notary Public,  
(insert name and title of the officer)

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 C Graeff (Seal)



# CERTIFICATE OF ACKNOWLEDGMENT

## California All-Purpose 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 Contra Costa

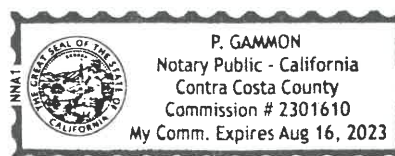
On May 13, 2020 before me, P Gammon, Notary Public,  
Date Name of Officer

personally appeared David L. Ash,  
Name of Signer(s)

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

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

WITNESS my hand and official seal.



P Gammon

Signature of Notary Public

Place Notary Seal Above

### Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signers(s) other than named above: \_\_\_\_\_

**Exhibit A**  
**Description of ATC Property and RS Property**

**EXHIBIT 'A'**  
**WRSP Fiddymment Ranch DAA No. 8**  
**Description of Properties Subject to DAA No. 8**

**Properties owned by ATC Realty One, LLC:**

All that real property, located in the City of Roseville, County of Placer, State of California as shown on Exhibit B attached and described as follows:

Lots 21, 23, 24, 25, & 26, as shown on the Final Map of Fiddymment Ranch Phase 2 Large Lot Subdivision, Subdivision No. 03-11, recorded in Book BB of Maps, at page 24, Placer County Records

Lot 1, as shown on the Final Map of Fiddymment Ranch Phase 3A Large Lot Subdivision, Subdivision No. 000024, recorded in Book BB of Maps, at page 88, Placer County Records

**Properties owned by Roseville Schools, LLC.:**

All that real property, located in the City of Roseville, County of Placer, State of California as shown on Exhibit B attached and described as follows:

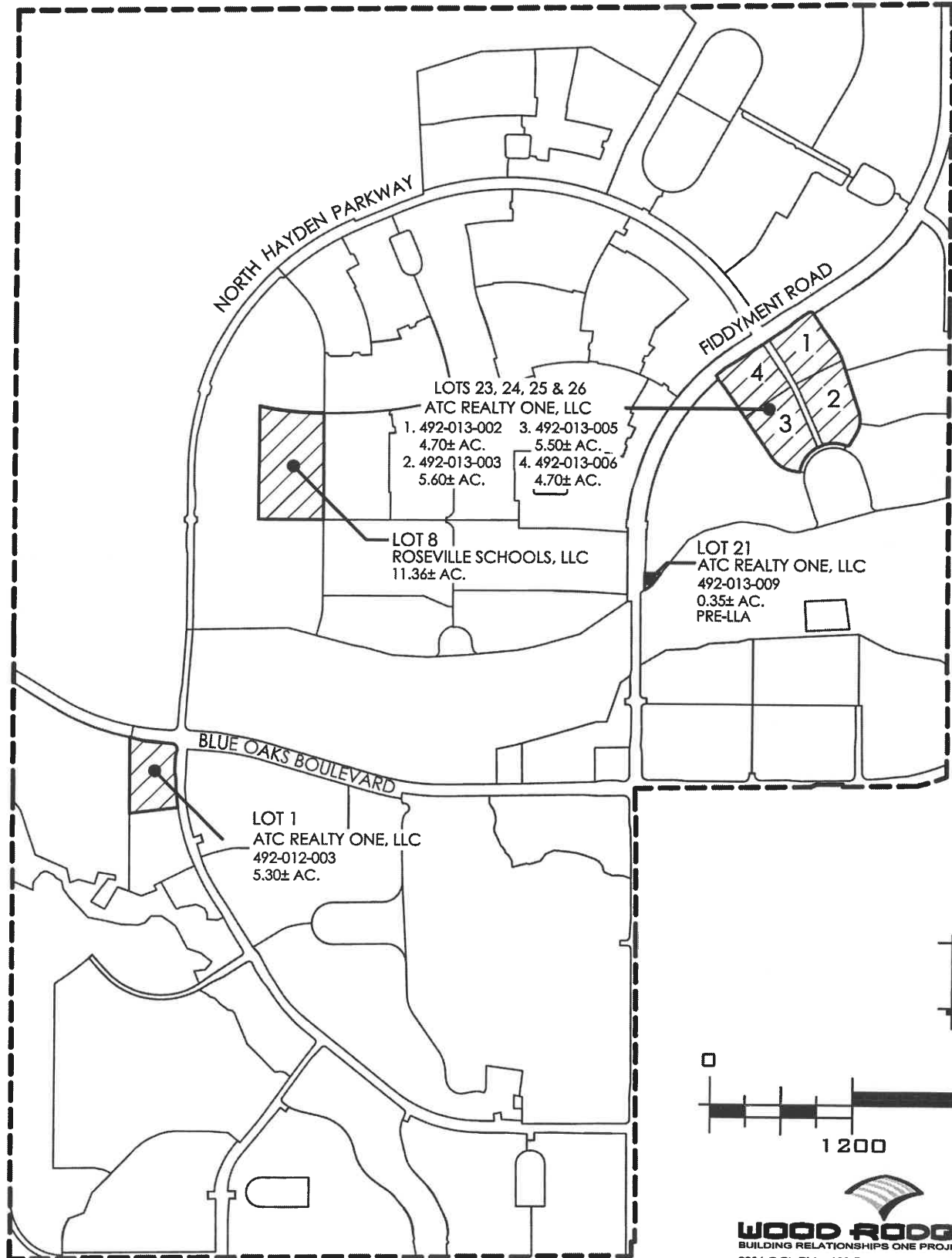
Lot 8, as shown on the Final Map of Fiddymment Ranch Phase 3 Large Lot Subdivision, Subdivision No. PL-0564, recorded in Book EE of Maps, at page 74, Placer County Records

**Exhibit B**  
**Depiction of ATC Property and RS Property**

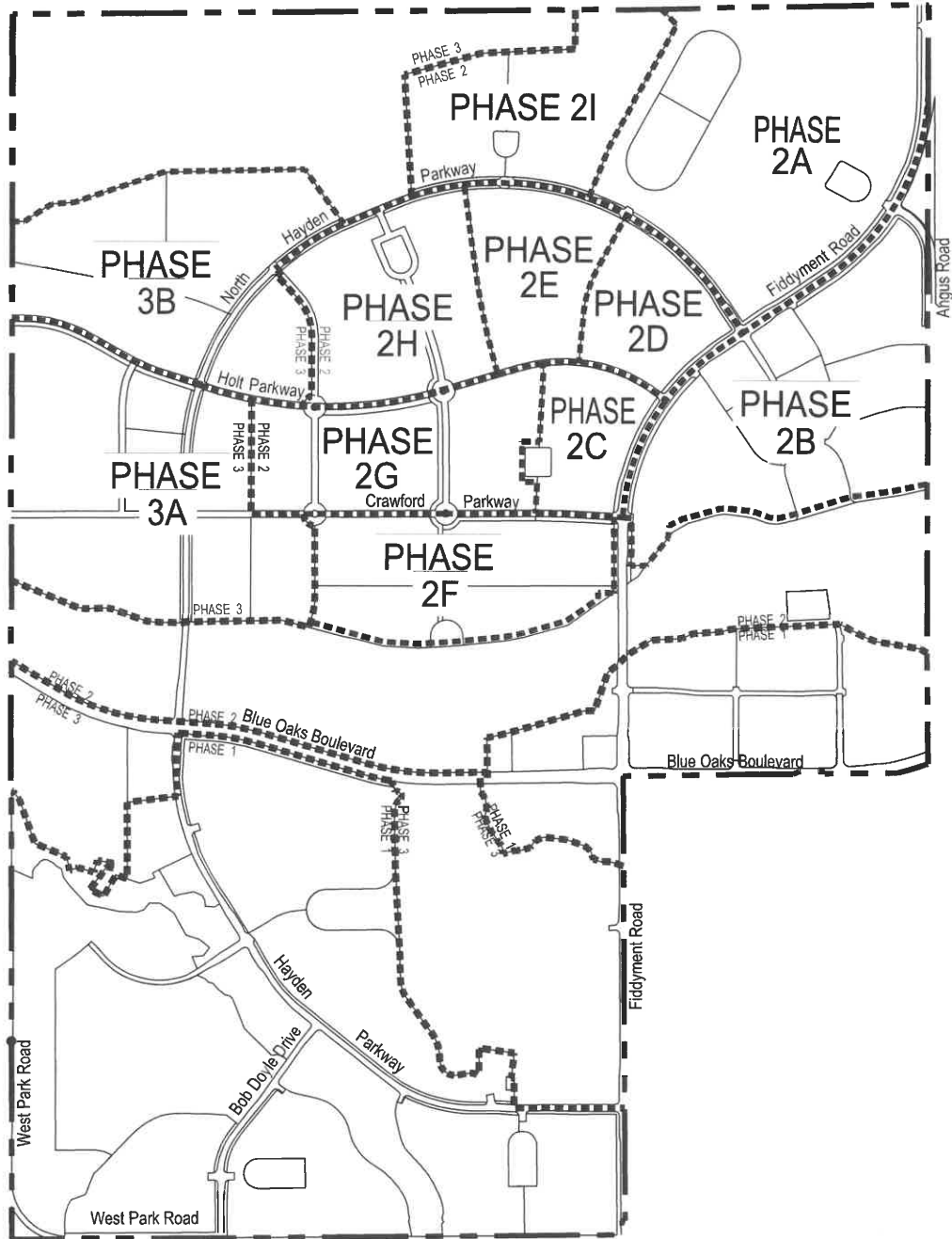
# EXHIBIT B

WRSP FIDDYMENT RANCH DAA NO.8  
PROPERTIES SUBJECT TO DAA NO.8

JANUARY 2020



REVISED 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'±



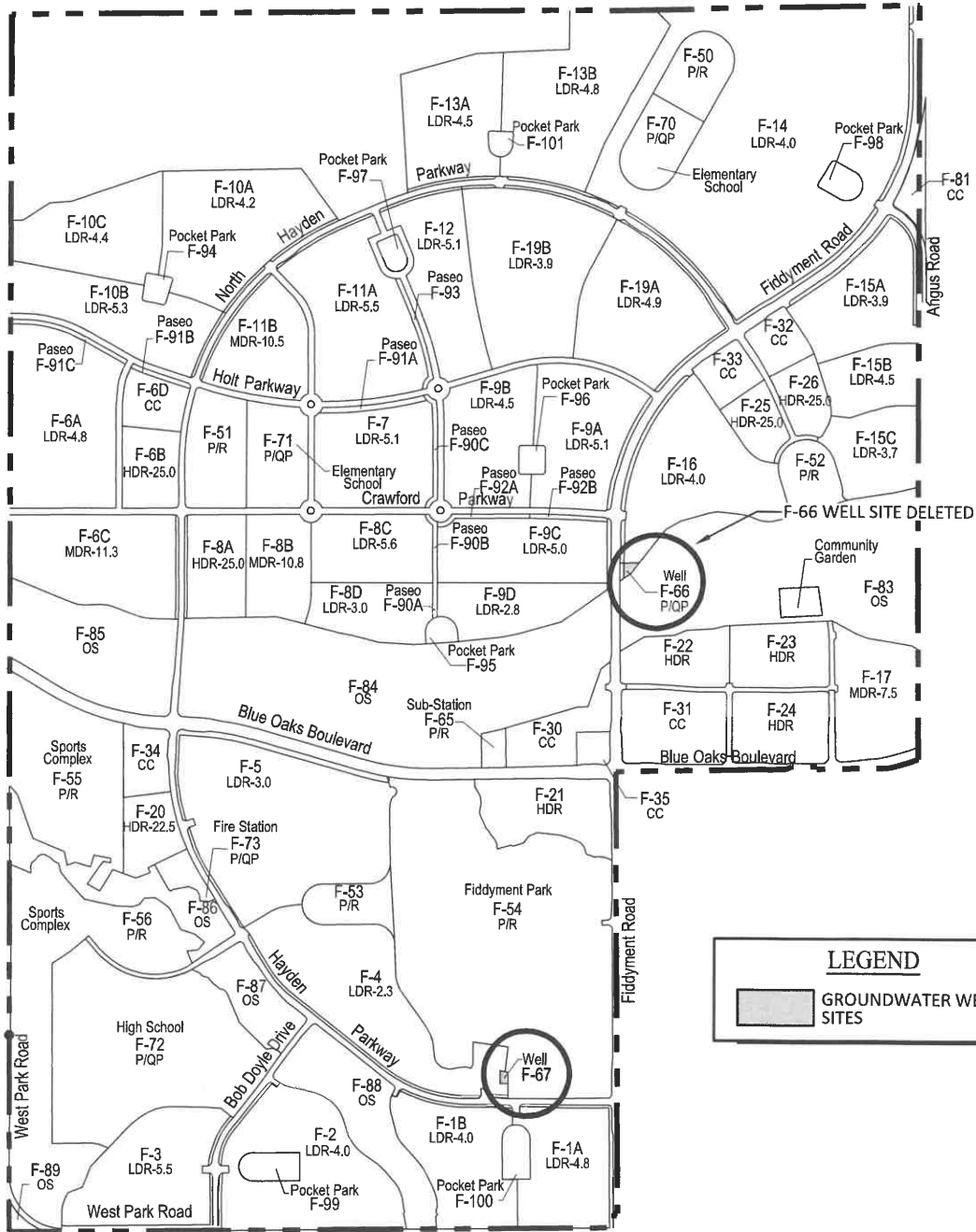
**WOOD RODGERS**  
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS

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

Tel 916.341.7760  
 Fax 916.341.7767

# REVISED Exhibit W Location of Groundwater Wells

(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

ORDINANCE NO. 6208

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
ADOPTING AN EIGHTH AMENDMENT OF DEVELOPMENT AGREEMENT  
BY AND AMONG THE CITY OF ROSEVILLE  
AND ATC REALTY ONE, LLC, AND ROSEVILLE SCHOOLS, LLC  
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN

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 an Eighth Amendment to Development Agreement by and among the City of Roseville and ATC Realty One, LLC, and Roseville Schools, LLC relative to the West Roseville Specific Plan area.

SECTION 2. Prior to considering the proposed Eighth Amendment to Development Agreement, the City Council considered the Addendum to the West Roseville Specific Plan Environmental Impact Report pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

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

1. The Eighth Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the West Roseville Specific Plan Amendment;
2. The Eighth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Eighth Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The Eighth 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 Eighth Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Eighth Amendment to the Development Agreement, by and among the City of Roseville and ATC Realty One, LLC, and Roseville Schools, LLC, 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 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 1<sup>st</sup> day of April, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard

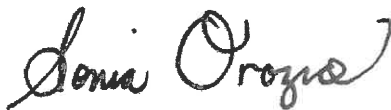
NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



\_\_\_\_\_  
MAYOR

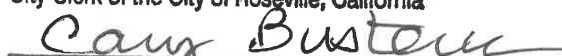
ATTEST:



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

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

ATTEST: \_\_\_\_\_  
City Clerk of the City of Roseville, California

  
\_\_\_\_\_  
DEPUTY CLERK