



PLACER, County Recorder
 JIM MCCAULEY
 DOC- 2012-0030092-00

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk
 City of Roseville
 311 Vernon Street
 Roseville, CA 95678

Exempt from recording fees
 Pursuant to Govt. Code 27383

THURSDAY, APR 5, 2012 11:57:08
 MIC \$0.00 | AUT \$0.00 | SBS \$0.00
 ERD \$0.00 | RED \$0.00 | * \$0.00
 ADD \$0.00

Ttl Pd \$0.00 Rcpt # 02185122
 clkgpmlfj1/BJ/1-49

(THIS SPACE RESERVED FOR RECORDER'S USE)

THIRD AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE
 CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AS ASSIGNEE OF PL
 ROSEVILLE, LP RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN

RE-RECORDING OF PREVIOUSLY RECORDED DOCUMENT # 2011-0010579-00,
 RECORDED ON FEBRUARY 7, 2011 TO CORRECT ERROR OF MISSING
 EXHIBITS: EXHIBIT A, EXHIBIT B AND EXHIBIT LL

Addition of exhibits noted above to agreement acknowledged by:

City of Roseville

West Roseville, LLC


 Ray Kerridge, City Manager


 Jeff Jones, Manager

Date: 4/3/2012

Date: 4/3/2012

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CITY OF ROSEVILLE

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City Clerk

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Roseville, CA 95678

Exempt from recording fees

Pursuant to Govt. Code 27383



PLACER, County Recorder

JIM MCCAULEY

DOC- 2011-0010579-00

MONDAY, FEB 7, 2011 11:15:31

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

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

ADD \$0.00

Ttl Pd \$0.00

Rcpt # 02104824

clk8bh58j1/BJ/1-34

THIS SPACE RESERVED FOR RECORDER'S USE

THIRD AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AS ASSIGNEE OF PL
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2

**THIRD AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AS ASSIGNEE OF
PL ROSEVILLE, LP RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This Third Amendment of Development Agreement is entered into this 5th day of January, 2010, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and WEST ROSEVILLE, LLC, a California limited liability company ("Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Developer's first predecessor in interest, 1600 Placer Investors, LP ("1600 Placer") 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 May 28, 2004, in the Official Records of Placer County as Document No. 2004-0069488, which Development Agreement 1600 Placer assigned to PL Roseville, LP ("PL Roseville") pursuant to that certain Assignment and Assumption Agreement of Development Agreement Relative to the West Roseville Specific Plan dated as of March 21, 2005, and recorded March 21, 2005, as Document No. 2005-0032912 in the Official Records of Placer County, California. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. City and 1600 Placer entered into the Development Agreement relative to development within a portion of the West Roseville Specific Plan Area ("Specific Plan", "WRSP" or "Plan Area"), as such is more precisely defined in Exhibits "A" and "B" of the Development Agreement (the "Property").

C. 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.

D. On April 17, 2006, City and PL Roseville entered into the First Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County, California on April 20, 2006, as Document No. 2006-0042921.

E. On March 18, 2009, City and PL Roseville entered into the Second Amendment to the Development Agreement, which amendment was recorded in

the Official Records of Placer County, California on May 5, 2009, as Document No. 2009-0037209.

F. This Third Amendment to the Development Agreement (the "Third Amendment") affects certain portions of the Property (the "Third Amendment Property"), as described in Exhibit "A" and Exhibit "B" attached to this Third Amendment, and shall run with the land described in Exhibits "A" and "B" hereto.

G. The Third 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. TABLE OF CONTENTS. The following entry is deleted from the Table of Contents:

"3.14.18 Community Benefit Fee #2"

b. REVISED SECTION 2.2. The summary table of Section 2.2 ("Vested Entitlements") is revised as follows:

"Low Density Residential	2,554 units on 551.6 Net Acres
Low Density Residential (age-restricted)	704 units on 146.9 Net Acres
Medium Density Residential	0 units on 0 Net Acres
High Density Residential	502 units on 25.2 Net Acres
Community Commercial	4.4 Net Acres
General Industrial	35.1 Net Acres
Light Industrial	75.1 Net Acres
Business Professional	0 Net Acres
Park	55.4 Net Acres
Open Space	351.0 Net Acres
Open Space (paseo)	8.0 Net Acres
Schools	38.8 Net Acres
Treatment Plan Expansion	15.0 Net Acres
Water Tank Site	5.1 Net Acres
Well Sites	0.5 Net Acres
Other Public (right of way)	56.8 Net Acres
Village Center	
High Density Residential	397 units on 22.4 Net Acres

Medium Density Residential	387 units on	46.1 Net Acres
Community Commercial	40 units on	14.5 Net Acres
Park		13.8 Net Acres
Church		10.8 Net Acres
Other Public (right of way)		13.1 Net Acres"

c. REVISED SECTION 2.6. The second sentence of the first paragraph of Section 2.6 is revised in its entirety to read as follows:

"In accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall provide 459 units affordable to very low, low and middle-income households."

d. REVISED SECTION 2.6.1. Section 2.6.1 is revised in its entirety to read as follows:

"2.6.1 Affordable Purchase Residential Units. Developer agrees that 59 units will be reserved on the Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows:

Parcel	Total Units in Parcel	Middle Income Purchase Units
Parcel W-19	252	59

Such units shall be distributed throughout the parcel."

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

"2.6.2.1 Affordable Obligation. Developer agrees that 400 affordable rental units will be reserved within the Property, including 186 units for rental to very low income households and 214 units for rental to low income households as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
Parcel W-25 (senior)	232	150	75	75
Parcel W-16	250	250	111	139 ¹
Totals		400	186	214

¹ The low-income affordable rental housing units on Parcel W-16 exceed the remaining required obligation of the 1600 Placer portion of the WRSP by 29 units. Developer retains the option to transfer up to 29 low-income affordable rental housing units from Parcel W-16 to another residential parcel in Phases 3 or 4 of the third Amendment Property and to construct these units as for sale units affordable to middle-income households. Such transfer shall be subject to execution of an Affordable Purchase Housing Agreement but shall not require an amendment of the Development Agreement.

f. REVISED SECTION 2.6.4. Section 2.6.4 is revised in its entirety to read as follows:

“2.6.4 Masonry Wall Installation. Developer, at its expense shall install a six foot (6’) masonry wall along the eastern edge of Parcel W-16 adjacent to Parcel W-13D at such time that Landowner develops the single-family Parcel W-13D, if the development of Parcel W-13D occurs prior to the development of Parcel W-16.”

g. REVISED SECTION 3.3. Section 3.3 is revised in its entirety to read as follows:

“3.3 Project Phasing. Developer shall develop and construct the on-site and off-site infrastructure necessary to serve the Project in four phases substantially consistent with the Phasing Plan set forth in Exhibit “E” and “II” attached hereto. Infrastructure phases identified in the Planning Phase may be combined as approved by City’s Community Development Director, in consultation with all affected City departments. Building permits for subsequent phases may be issued so long as all improvements required in earlier phases are substantially complete and the infrastructure within of the subject phase is sufficient to provide access and utility service as determined by the Public Works Director and Environmental Utilities Director. Infrastructure in Phase 3 may be constructed in sub-phases as set forth in Exhibit “E-1” attached hereto. In the event that the conceptual sub-phases for Phase 3 as shown in Exhibit “E-1” are modified or altered, the following criteria will be used to establish the conditions and requirements for that portion of work:

- The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development.

- The phase size shall be as mutually agreed upon by Developer and City, subject to the criteria set forth in this Section 3.3.
- Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility/public service within the phase.
- Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan.

A sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met:

- Sanitary Sewer – One point of connection to sewer outfall required.
Recycled Water – One point of connection required. A looped system is not required.
- Potable Water – Two independent points of connection required.
- Roadway – Two points of access required (one may be a temporary EVA) and reasonable traffic circulation.

Developer acknowledges that modifications to the Phase 3 Infrastructure Sub-Phasing Matrix as shown in Exhibit "E-1" shall require additional City review, though modifications to Exhibit "E-1" as approved by the City shall not require an amendment to this Agreement. Special studies including but not limited to, water/recycled water/sewer/storm water systems, traffic, fire response, electric supply, and other environmental review may be required. Developer will be responsible for all costs associated with the preparation of special studies, and for the associated costs of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City."

h. REVISED SECTION 3.5.3.4. Section 3.5.3.4 is amended in its entirety to read as follows:

"3.5.3.4 Westbrook Boulevard. Westbrook Boulevard shall be dedicated as an irrevocable offer of dedication (IOD) on the Large Lot Final Map for

Phases 3 & 4. Westbrook Boulevard will ultimately be constructed as a 6-lane arterial. Developer shall construct the initial 4-lanes, including median landscaping, travel lanes, bike lanes, curb, gutter, sidewalks, joint utilities and landscape corridors. The remaining 2 lanes shall be constructed by City and funded through the citywide traffic mitigation fee program. Developer shall also construct the underground conduits supporting the future installation of five (5) traffic signals. The five signal locations shall be at the intersections at each end of Westbrook Boulevard (Blue Oaks Blvd. and Pleasant Grove Blvd.), at the northern intersection entrances to W-13 and W-15, and at the intersection entrances to W-17a and W-9a. City shall reimburse Developer for the additional roadway section constructed by Developer beyond eighteen feet (18') from the gutter, and traffic signal conduits ("Eligible Improvements") constructed in Phase 3 for Westbrook Boulevard. City shall reimburse Developer based on actual costs and the City and Developer shall enter into a Reimbursement Agreement prior to the approval of the improvement plans for the Eligible Improvements. The Eligible Improvements in Phase 4 shall be reimbursed in the form of Fee Credits against the City's current Traffic Mitigation Fee. City and Developer shall use reasonable commercial best efforts to reach agreement prior to December 31, 2011 on the Fee Credit amount for the Phase 4 Westbrook Boulevard Eligible Improvements. Developer, or Assignee, shall immediately be eligible to utilize said Fee Credits at Building Permit issuance and upon City's consent to the Fee Credit.

i. REVISED SECTION 3.5.18. The first sentence of Section 3.5.18 is revised to read as follows:

"3.5.18 Park and Ride Lot. Twenty-five (25) park and ride spaces shall be provided on Parcel W-60 as shown in Exhibit "N"."

j. REVISED SECTION 3.5.23. Section 3.5.23 is revised in its entirety to read as follows:

"3.5.23 Traffic Benefit Assessment. Developer and City shall use their best efforts to cause to be formed a new Community Facilities District (the "CFD for Traffic Improvements") for purposes of providing the City with additional funding for regional traffic improvements from additional residential units approved by the City for the Westpark portion of the Property, including amendments to the WRSP previously approved by City prior to this Third Amendment. The CFD for Traffic Improvements bond authorization shall be sized such that the City yields \$930,000 from bond sale proceeds.

Developer and City shall use their best efforts in processing the necessary documents to form the CFD for Traffic Improvements prior to the recording of the first small lot final map within either Phase 3 or Phase 4 of the Property. The CFD for Traffic Improvements formation documents shall provide for, among other things, the bond sale to occur no sooner than the fiscal year following the retirement of the bond debt and any remaining pay-as-you-go obligation associated with the Westpark CFD No. 1 financing district. The assessment shall be levied on all residential units within Phases 3 and 4 of the Property, commencing in the fiscal year following the retirement of the bond debt and any remaining pay-as-you-go obligations associated with the Westpark CFD No. 1 financing district."

k. REVISED SECTION 3.7.6. Section 3.7.6 is revised in its entirety to read as follows:

"3.7.6 Water Conservation Measures. Developer of Phase 3 of the Property and its successors shall implement a Water Conservation Plan included as Exhibit "LL" to this Agreement (the "Phase 3 Water Conservation Plan"). The Phase 3 Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within Phase 3 and measures to ensure a water conservation objective of a reduction in water use by 18.4% over current land use characteristics in Phase 3 of 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 Phase 3. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Phase 3 Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement. Water conserved by Developer in Phase 3 of the Property pursuant to measures implemented under the Phase 3 Water Conservation Plan, including measures specified in this Section 3.7.6, and as verified by the City through its review of achievement of water conservation goals, shall be allocated by City for use by Developer in Phases 3 and/or Phase 4 of the Property owned by Developer in the WRSP.

l. NEW SECTION 3.7.8. Section 3.7.8 is added to read as follows:

"3.7.8 Periodic Confirmation of Water Conservation Goal for Phase 3 of the Property. The City has determined, and the Developer agrees, that the available water supply is sufficient to serve Phase 3 of the Property. This

determination was the conclusion of a review of the demand and source issues created by the projected build-out of Phase 3 of the Property. The demand for water at build-out of Phase 3 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 Phase 3 of the Property and by reference to the Developer's Phase 3 Water Conservation Plan which includes a reduction in water use by 18.4% over current use characteristics.

The sources for water evaluated for the Project (including Phase 3 of the Property) 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 Phase 3 of the Property) are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions used within Phase 3 of the Property and used within the Phase 3 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 Phase 3 of 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 Phase 3 of 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 for Phase 3 of the Property, and that the difference(s) will negatively affect the City's ability to provide water for Phase 3 of 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 Phase 3 demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 18.4% over current potable water usage as set forth herein, and the then built portion of Phase 3 of the Property has met its 18.4% objective set forth in this Section 3.7.8, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 18.4% objective set forth in this Section 3.7.8. Development and implementation of such measures on the unbuilt units in Phase 3 of the

Property shall be at Developer's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, Phase 3 of the Property shall not under any circumstances be deemed out of compliance with its Phase 3 Water Conservation Plan water conservation objective as set forth herein."

m. REVISED SECTION 3.12. Section 3.12 is revised in its entirety to read as follows:

"3.12. Parks and Open Space. Developer shall dedicate to City certain active park land (55.47 acres) and open space lands (359.15 acres), pay fees for construction of park improvements, paseo improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan as shown in Exhibit "DD"."

n. REVISED SECTION 3.12.1. Section 3.12.1 is revised in its entirety to read as follows:

"3.12.1 Park and Open Space Dedications. Developer shall dedicate to City a total of 55.47 acres of parkland, 8.0 acres of open space paseo and 351.15 acres of open space. The following six (6) park parcels, four (4) open space paseo parcels, and three (3) open space parcels shall be dedicated to City as described below and shown in Exhibit "DD":

1. A 20.14 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50;
2. A 4.70 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-51;
3. A 7.99 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-52;
4. A 10.67 acre, more or less, portion of the Property for the purpose of a public park in the Village Center , as shown as Parcel W-53;
5. A 3.58 acre, more or less, portion of the Property for the purpose of a public park (known as the Village Green) in the Village Center, as shown as Parcel W-54;
6. A 8.39 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-55;

7. A 1.1 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-85;
8. A 3.1 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-87;
9. A 1.5 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-88;
10. A 2.3 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-89;
11. A 267.65 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-81;
12. A 5.2 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-82; and
13. A 78.3 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-83.

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

Parcels W-50 and W-51 shall be rough graded by Developer at its expense prior to acceptance by City. Rough grading shall be comprised of contour grading to drain, with a tolerance of +/- 0.50 feet, per a City-approved rough grading plan.

- o. REVISED SECTION 3.12.5.1. Section 3.12.5.1 is revised in its entirety to read as follows:

"3.12.5.1. Paseo Facilities. Construction of paseos consists of construction of Class 1 bike trails and landscaping, consistent with design concepts contained in the Specific Plan and Design Guidelines. Developer

shall construct paseos at the time small lot subdivisions are constructed as follows:

a. Construction of Paseo W-85 shall be the obligation of residential Parcel W-12;

b. Construction of the respective portions of Paseo W-87 adjacent to Parcels W-15B and W-15C shall be the obligation of residential Parcels W-15B & W-15C, whichever shall develop first. The respective portion of Paseo W-87 shall be constructed when the particular adjacent parcel (either Parcel W-15B or Parcel 15C, respectively) develops.

c. Construction of Paseo W-88 shall be the obligation of residential Parcel W-5; and

d. Construction of Paseo W-89 shall be the obligation of residential Parcel W-4.

Such paseo improvements shall be part of the paseo fee. Developer, shall therefore, upon completion of construction, be entitled to a reimbursement for the cost of construction of paseo facilities but not to exceed the costs specified in the Parks Financing Plan. Developer's right to reimbursement shall be limited to the amount of paseo fees actually collected. However, paseo fees collected for the eliminated paseo W-84 as shown in the Parks Financing Plan shall instead be applied toward open space bike trail construction."

p. REVISED SECTION 3.12.6. The second paragraph of Section 3.12.6 is revised in its entirety to read as follows:

" At the request of the City and provided that sufficient funds are available at the time of construction, Developer shall construct, consistent with City standards, segments of bike trails that are adjacent to the construction of subdivision improvements by Developer. In such instances, Developer shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the adjacent bike trail improvements, but not to exceed the costs specified in the Parks Financing Plan."

q. REVISED SECTION 3.12.7. Section 3.12.7 is revised in its entirety to read as follows:

"3.12.7 Construction and Timing of Bikeway Improvements. Bikeways shall be constructed as shown on Exhibit "FF" and the Bicycle

Master Plan consistent with the Phasing Plan. Developer shall construct bikeways within subdivisions concurrent with subdivision improvements. Bikeway improvements within roadways shall be constructed with construction of roadway improvements. Bikeways within park sites shall be constructed with development of the park site. All other bike trail connections shall be the responsibility of the City unless City requests that Developer construct said bike trail improvement or conditions the development of an adjacent project to complete said section, in which case Developer shall be entitled to reimbursement from City of the actual costs of constructing such improvements in accordance with Section 3.12.6."

Developer shall construct bike trails in Phases 3 and 4 at the time small lot subdivisions are constructed, as follows:

a. Phase 3-A – the portion of trail connecting Westbrook Boulevard to the end of the bike trail improvements for Phase 2 shall be graded concurrent with the adjacent village. The bike trail grading therefore shall occur at the same time as development occurs in Village W-15A, W-15A2, W-15C1 and W-15C2. Pursuant to the conditions for funding identified in section 3.12.6 of the Agreement, construction of the bike trail shall occur with the construction of the last subdivision to be approved between W-15A1, W-15A2, W-15C1 and W-15C2.

Phase 3B – the portion of trail from Westbrook Boulevard to the western boundary of W-16 shall be graded concurrent with the development of the adjacent village. The bike trail grading therefore shall occur at the same time as development occurs in Village W-13B1, W-13B2, W-13C3, which shall also include the portion adjacent to W-51, and W-16. Pursuant to the conditions for funding identified in Section 3.12.6 of the Agreement, construction of the bike trail shall occur with the construction of the last subdivision to be approved between W-13B1, W-13B2 and W-13C3.

b. Phase 4A – the portion of trail from W-13C3 to W-17C shall be constructed in conjunction with the subdivision improvements for W-17C.

c. Phase 4B – the portion of trail from W-17C to the northern boundary of W-18C shall be constructed in conjunction with the subdivision improvements for W-18C.

d. Phase 4C – the portion of trail from W-18C to Westbrook Boulevard shall be constructed in conjunction with the subdivision improvements for W-18B."

r. DELETE SECTION 3.14.18. Section 3.14.18 is deleted in its entirety.

s. NEW SECTION 3.18.3. Section 3.18.3 is added in its entirety to read as follows:

"3.18.3 Pay-As-You-Go Funding For Infrastructure in Phases 3 and 4. The bond proceeds from the Project CFD are insufficient to fund public improvements and facilities necessary for development of Phases 3 and 4, as well as development of properties outside of the Specific Plan area that require such public improvements and facilities. Developer is required to construct the necessary public improvements and facilities identified in Exhibit "II" as well as the public improvements provided for in the formation documents for the Westpark CFD #1 as set forth in Exhibit "HH", and advance funding needed to complete these public improvements and facilities. Developer is entitled to reimbursement for all authorized public improvements and facilities contained in the CFD formation documents from available funds collected as part of the special taxes levied by the City to service Project CFD bond obligations and construct public improvements and facilities within the Project CFD. Subject to terms of a separate agreement for the acquisition of public improvements and facilities, City agrees to set the annual tax levy as allowed for under the terms of the Project CFD formation documents to provide reimbursement to Developer over time for the cost of the public improvements and facilities that are eligible for reimbursement."

t. REVISED SECTION 3.24. Disclosure 17 is revised in its entirety to read as follows, and a new Disclosure 26 is added as follows:

"17. A disclosure on Parcel W-16 that a 77' by 100' open space parcel may, at the City's discretion, ultimately be used for road right of way to continue Pleasant Grove Boulevard to the west."

"26. Requirement to implement water conservation measures per the Phase 3 Water Conservation Plan (Exhibit "LL"), which may include such measures as Smart Timers."

u. REVISED SECTION 5.3. The beginning of the first sentence of Section 5.3 is revised to read as follows:

"5.3 Periodic Confirmation of Water Supply. [This Section 5.3 does not apply to Phase 3 of the Property, which instead is subject to Section 3.7.8 above]."

v. REVISION TO ARTICLE 10. The contact information for Developer under Article 10 is revised as follows:

“West Roseville, LLC
1700 Eureka Road, Suite 140
Roseville, CA 95661
Attention: John Murray and Jeff Jones

With a copy to:

William Falik, Esq.
100 Tunnel Road
Berkeley, CA 94705

and a copy to :

Lo Duca & Avdis, LLP
3200 Douglas Blvd., Suite 300
Roseville, CA 95661
Attention: Marcus J. Lo Duca, Esq.”

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

Exhibit C – Land Use Plan
Exhibit D – Affordable Housing Sites
Exhibit E-1 – Phase 3 Infrastructure Sub-Phasing Matrix
Exhibit F – Road Improvements
Exhibit G – Arterial Roadways
Exhibit H – Collector Streets
Exhibit K – Traffic Signals
Exhibit N – Park and Ride Lots
Exhibit O – Oversized Road Facilities for Reimbursement
Exhibit U – Location of Groundwater Wells
Exhibit LL – Phase 3 Water Conservation Plan

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


3. AMENDMENT. This 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.

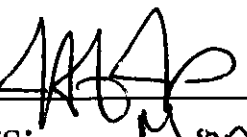
4. FORM OF AMENDMENT. This Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has attested to by its City Clerk under the authority of Ordinance No. 4910, adopted by the Council of the City of Roseville on the 5th day of January, 2010.

CITY OF ROSEVILLE,
a municipal corporation

WEST ROSEVILLE, LLC,
a California limited liability
company

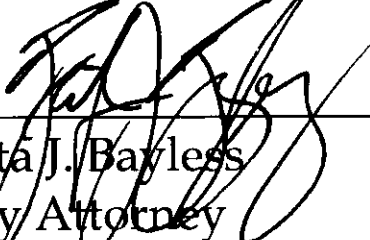
By: 
Ray Kerridge
City Manager

By: 
Its: Manager

ATTEST:

By: 
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: 
Brita J. Bayless
City Attorney

APPROVED AS TO SUBSTANCE:

By: 
Paul Richardson
Planning & Redevelopment Director

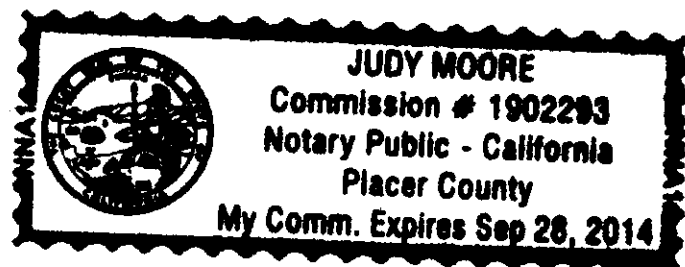
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On February 3, 2011, 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: Third Amendment of Development Agreement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

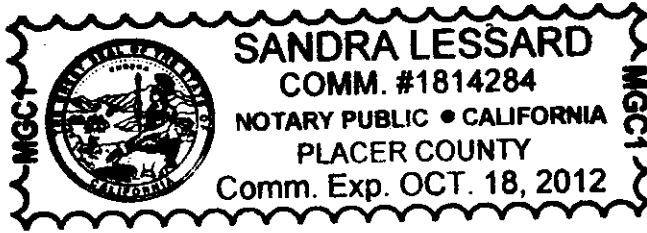
State of California

County of PLACER }

On Nov 29, 2010 before me, SANDRA LESSARD, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

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

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



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

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

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: THIRD AMENDMENT OF DEVELOPMENT AGREEMENT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

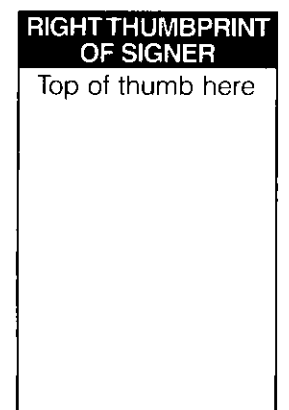
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

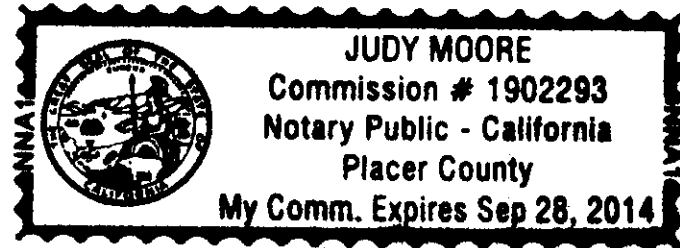
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On April 3, 2012, before me, Judy Moore, Notary Public, personally appeared Ray Kerridge and Jeff Jones, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of the which the persons 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: Re-Recordation page for Third Amendment to Development Agreement
By and Between the City of Roseville and West Roseville, LLC as
Assignee of PL Roseville, LP Relative to the West Roseville Specific Plan

20

There are no references in this drawing.

Development Agreement
Exhibits

LEGAL DESCRIPTION

EXHIBIT "A"

Property Description

Westpark Phases 3 & 4

All that real property situated in the County of Placer, State of California being portions of Sections 22, 23, 25 and 26, Township 11 North, Range 5 East and Portions of Mount Diablo Meridian described as follows:

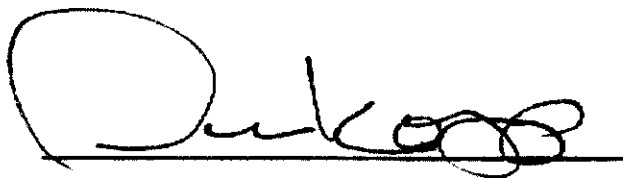
Beginning at the corner common to Sections 22, 23, 27, 28, Township 11 North, Range 5 East, Mount Diablo Meridian; thence from the **TRUE POINT OF BEGINNING** South 89°33'36" West a distance of 1319.87 feet; thence North 00°16'23" West a distance of 5291.09 feet; thence North 89°37'52" East a distance of 1319.92 feet; thence North 89°30'20" East a distance of 2643.19 feet; thence South 00°16'36" East a distance of 1323.07 feet; thence North 89°31'15" East a distance of 543.28 feet; thence South 00°16'50" East a distance of 2726.53 feet; thence North 89°30'25" East a distance of 1956.01 feet; thence South 00°16'50" East a distance of 110.00 feet; thence North 89°30'24" East a distance of 102.00 feet; thence South 00°16'50" East a distance of 265.74 feet; thence South 02°34'54" West a distance of 120.15 feet; thence South 00°16'50" East a distance of 247.37 feet; thence in a southerly direction with a tangent curve turning to the left with a radius of 524.00 feet, having a chord bearing of South 12°38'18" East and a chord distance of 224.29, having a central angle of 24°42'55" and an arc length of 226.03'; thence South 00°16'50" East a distance of 282.96 feet; thence South 00°31'28" East a distance of 200.66 feet; thence South 89°28'34" West a distance of 167.84 feet; thence in a westerly direction with a tangent curve turning to the left with a radius of 321.00 feet, having a chord bearing of South 79°33'05" West and a chord distance of 110.65, having a central angle of 19°50'57" and an arc length of 111.21'; thence South 69°37'37" West a distance of 20.49 feet; thence North 00°23'46" West a distance of 64.25 feet; thence North 62°32'45" West a distance of 335.36 feet; thence South 85°56'40" West a distance of 177.54 feet; thence South 32°46'10" West a distance of 278.44 feet; thence South 02°02'32" West a distance of 335.65 feet; thence South 36°45'46" East a distance of 313.08 feet; thence South 71°35'33" East a distance of 339.42 feet; thence North 71°52'16" East a distance of 395.67 feet; thence North 80°50'40" East a distance of 371.87 feet; thence South 76°30'57" East a distance of 77.44 feet; thence South 66°48'14" East a distance of 249.50 feet; thence South 00°31'26" East a distance of 140.28 feet; thence South 29°01'48" East a distance of 179.64 feet; thence South 01°35'03" East a distance of 103.21 feet; thence South 32°29'31" West a distance of 143.00 feet; thence South 62°08'46" West a distance of 296.38 feet; thence South 87°43'27" West a distance of 161.12 feet; thence North 75°02'05" West a distance of 256.86 feet; thence South 00°52'09" East a distance of 10.61 feet; thence South 75°42'00" East a distance of 59.80 feet; thence South

24°50'54" East a distance of 12.50 feet; thence in a southerly direction with a non-tangent curve turning to the left with a radius of 43.00 feet, having a chord bearing of South 17°00'41" West and a chord distance of 64.06, having a central angle of 96°17'32" and an arc length of 72.27'; thence in a southerly direction with a reverse tangent curve turning to the right with a radius of 45.00 feet, having a chord bearing of South 11°51'08" East and a chord distance of 29.72, having a central angle of 38°33'55" and an arc length of 30.29'; thence in a southerly direction with a reverse tangent curve turning to the left with a radius of 471.00 feet, having a chord bearing of South 03°16'48" West and a chord distance of 68.18, having a central angle of 08°18'04" and an arc length of 68.24'; thence South 00°52'15" East a distance of 29.16 feet; thence in a southwesterly direction with a tangent curve turning to the right with a radius of 22.00 feet, having a chord bearing of South 44°07'45" West and a chord distance of 31.11, having a central angle of 90°00'00" and an arc length of 34.56'; thence South 89°07'45" West a distance of 21.85 feet; thence South 00°52'17" East a distance of 30.79 feet; thence North 89°07'43" East a distance of 8.00 feet; thence South 00°52'14" East a distance of 11.21 feet; thence North 89°07'45" East a distance of 62.48 feet; thence South 00°52'15" East a distance of 105.90 feet; thence in a westerly direction with a non-tangent curve turning to the left with a radius of 1025.00 feet, having a chord bearing of South 89°20'37" West and a chord distance of 28.87, having a central angle of 01°36'50" and an arc length of 28.87'; thence South 89°07'43" West a distance of 33.61 feet; thence South 00°52'17" East a distance of 66.00 feet; thence South 89°07'43" West a distance of 5251.30 feet; thence North 00°34'39" West a distance of 1984.94 feet; to the point of beginning.

Containing 822.9 acres, more or less.

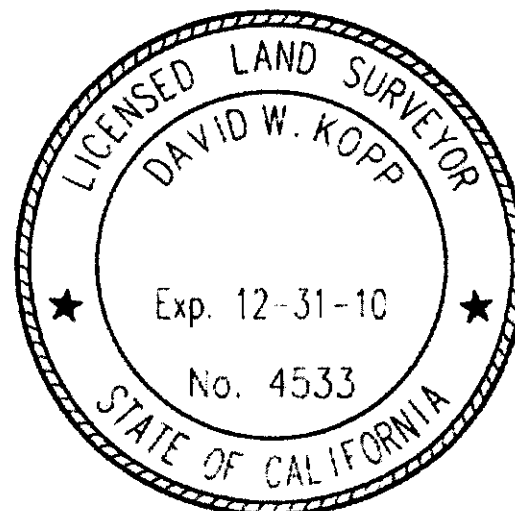
End of Description

Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100, Roseville, CA 95661



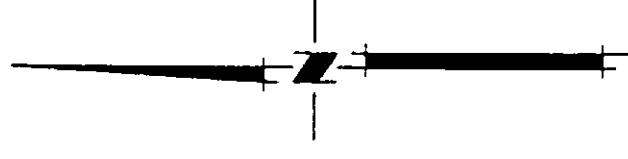
David W Kopp, PLS 4533

Date: 3/27/2012



CURVE TABLE THIS SHEET ONLY					
CURVE No.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	321.00' (321.00')	19°50'57" (19°50'57")	111.21' (111.21')	N79°33'05"E (N79°33'05"E)	110.65' (110.65')

LINE TABLE THIS SHEET ONLY				
LINE No.	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
L1	N69°37'37"E	20.49'	N79°33'05"E	110.65'
L2	N00°23'46"W	64.25'	N79°56'52"E	110.65'
L3	N62°32'45"W	335.36'	(NORTH)	(2)
L4	N62°08'58"W	335.36'	(NORTH)	(2)
L5	N85°56'40"E	177.54'	(NORTH)	(2)
L6	N32°46'10"E	278.44'	(NORTH)	(2)
L7	N33°09'56"E	278.44'	(NORTH)	(2)
L8	N02°02'32"E	335.65'	(NORTH)	(2)
L9	N02°26'18"E	335.65'	(NORTH)	(2)
L10	N36°45'46"W	313.08'	(NORTH)	(2)
L11	N36°22'00"W	313.08'	(NORTH)	(2)
L12	N71°35'33"W	339.42'	(NORTH)	(2)
L13	N71°52'16"E	395.67'	(NORTH)	(2)
L14	N72°16'02"E	395.67'	(NORTH)	(2)
L15	N80°50'40"E	371.87'	(NORTH)	(2)
L16	N81°14'26"E	371.87'	(NORTH)	(2)
L17	N76°30'57"W	77.44'	(NORTH)	(2)
L18	N76°07'11"W	77.44'	(NORTH)	(2)
L19	N66°48'14"W	249.50'	(NORTH)	(2)
L20	N66°24'28"W	249.50'	(NORTH)	(2)
L21	N00°31'26"W	140.28'	(NORTH)	(2)
L22	N00°07'40"W	140.28'	(NORTH)	(2)
L23	N29°01'48"W	179.64'	(NORTH)	(2)
L24	N28°38'02"W	179.64'	(NORTH)	(2)
L25	N01°35'03"W	103.21'	(NORTH)	(2)
L26	N01°11'17"W	103.21'	(NORTH)	(2)
L27	N32°29'31"E	143.00'	(NORTH)	(2)
L28	N32°53'17"E	143.00'	(NORTH)	(2)
L29	N62°08'46"E	296.38'	(NORTH)	(2)
L30	N62°52'32"E	296.38'	(NORTH)	(2)
L31	N87°43'27"E	161.12'	(NORTH)	(2)
L32	N88°07'13"E	161.12'	(NORTH)	(2)



SHEET 1 OF 1

EXHIBIT B
PLAT OF PROPERTY
WESTPARK PHASES 3 & 4

COUNTY OF PLACER STATE OF CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

DWK	NTS	05/10/2011	18000-00
DRAWN BY	SCALE	DATE	JOB NO.

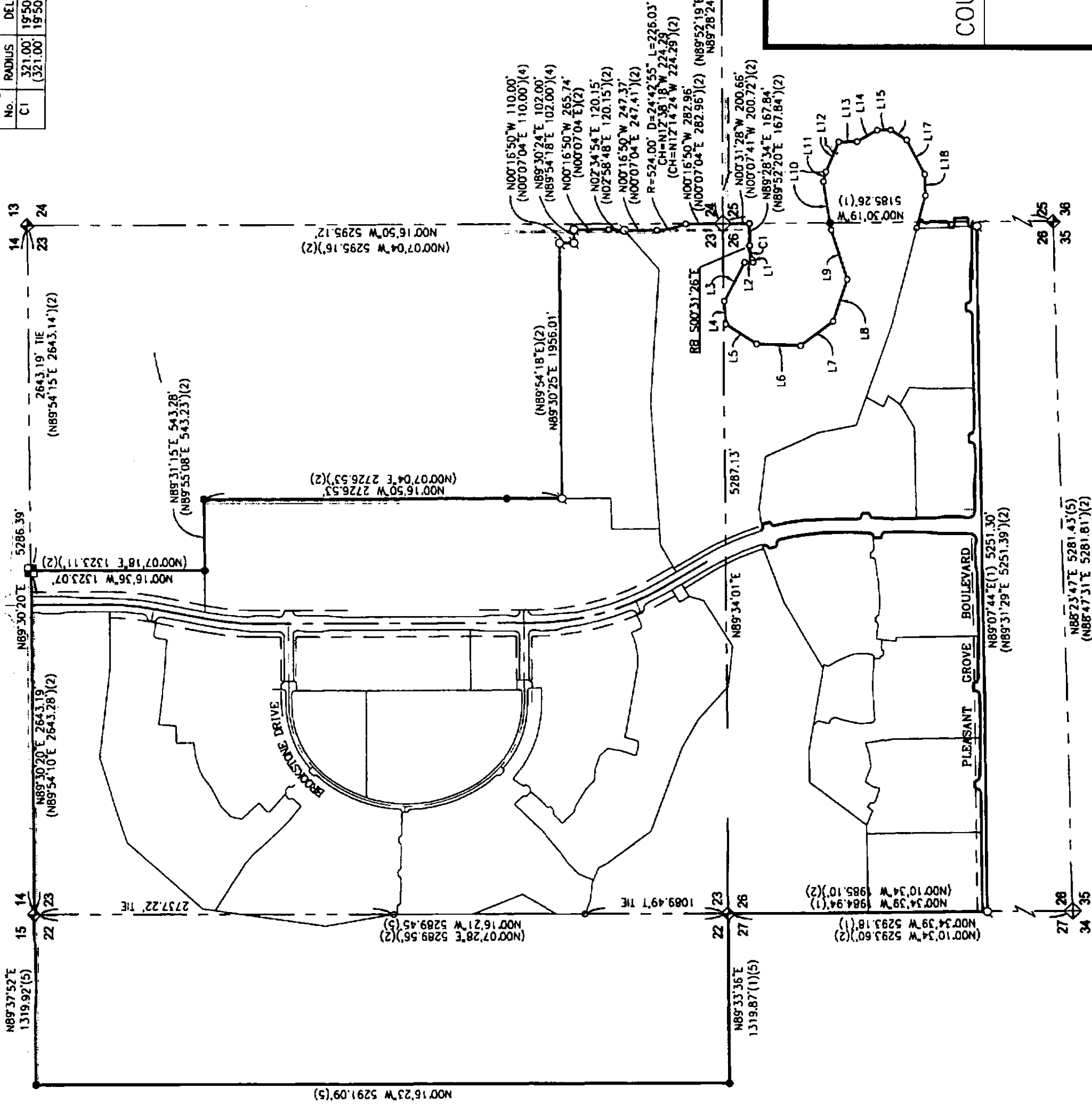
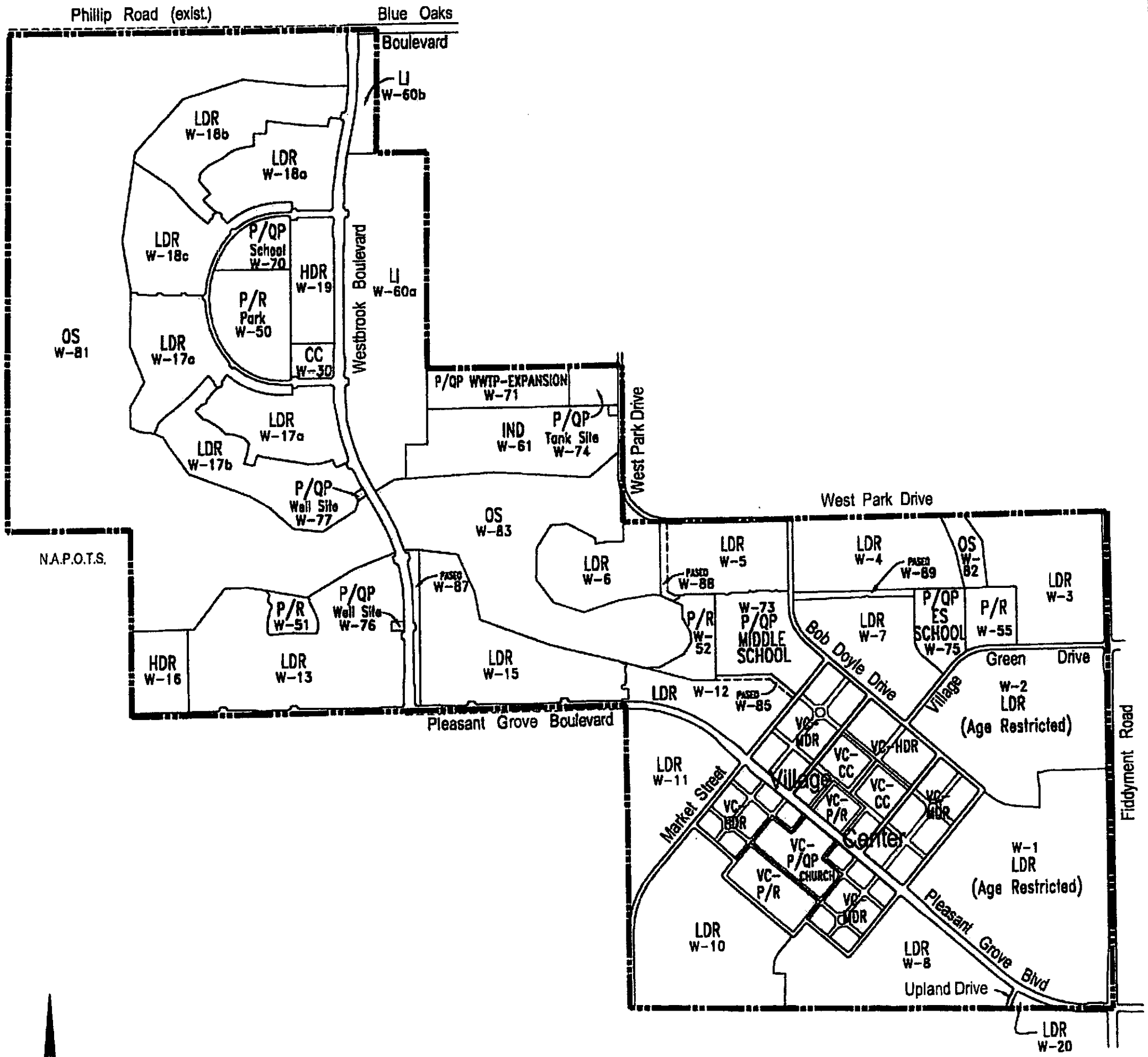


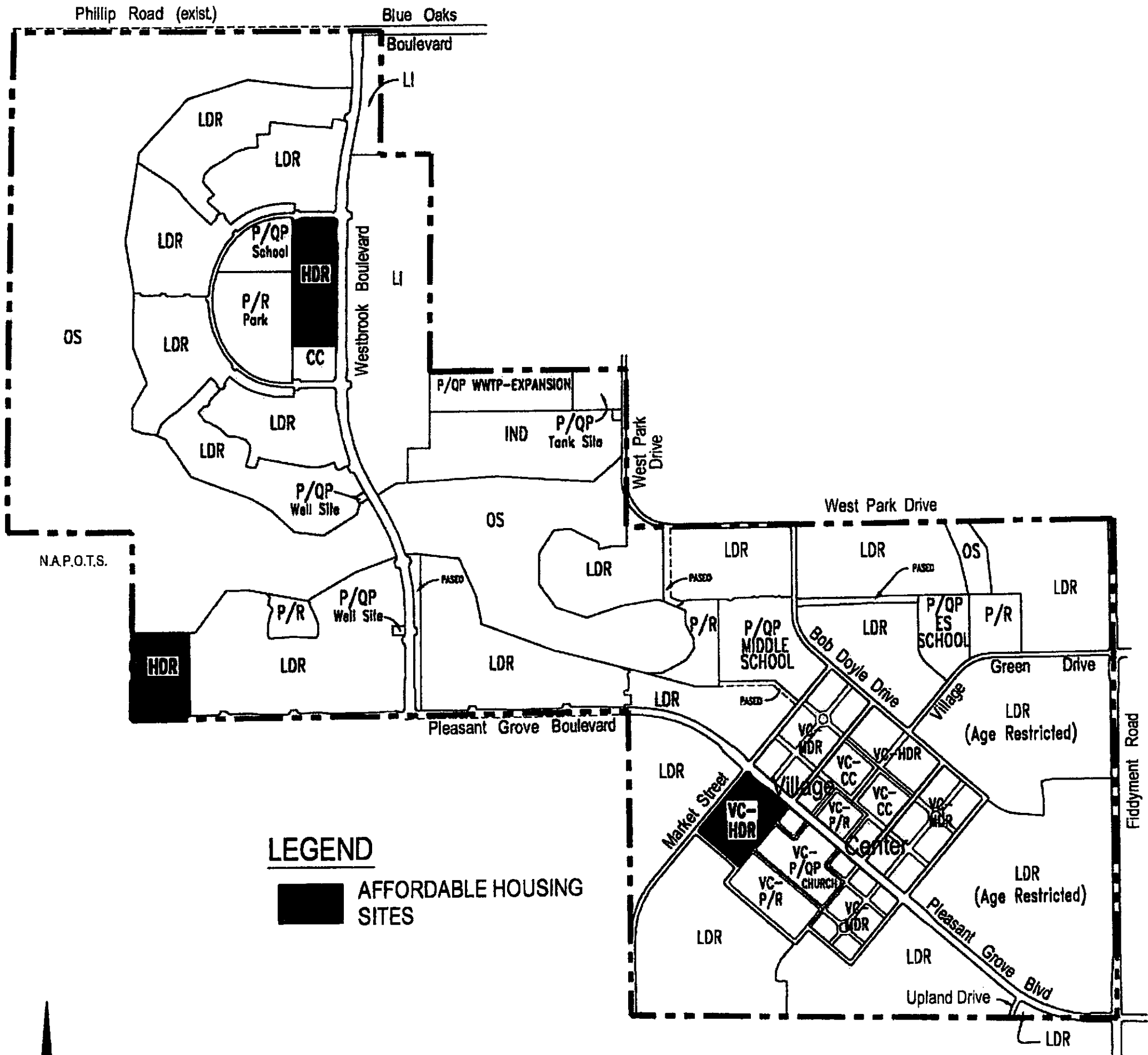
Exhibit C Land Use Plan



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 P:\18424\plan\mg\exhibit\DA-Record\DA_Record.dwg



Exhibit D Affordable Housing Sites



[1] P:\1824\Planning\Utilities\1824-Phase\CA\1824_Phase.dwg

Exhibit E-1

Phase 3 Infrastructure Sub-phasing Matrix

15-Oct-10

Prepared by:
 MacKay & Soms Civil Engineers, Inc
 1551 Eureka Rd Suite 100
 Roseville, CA 95661

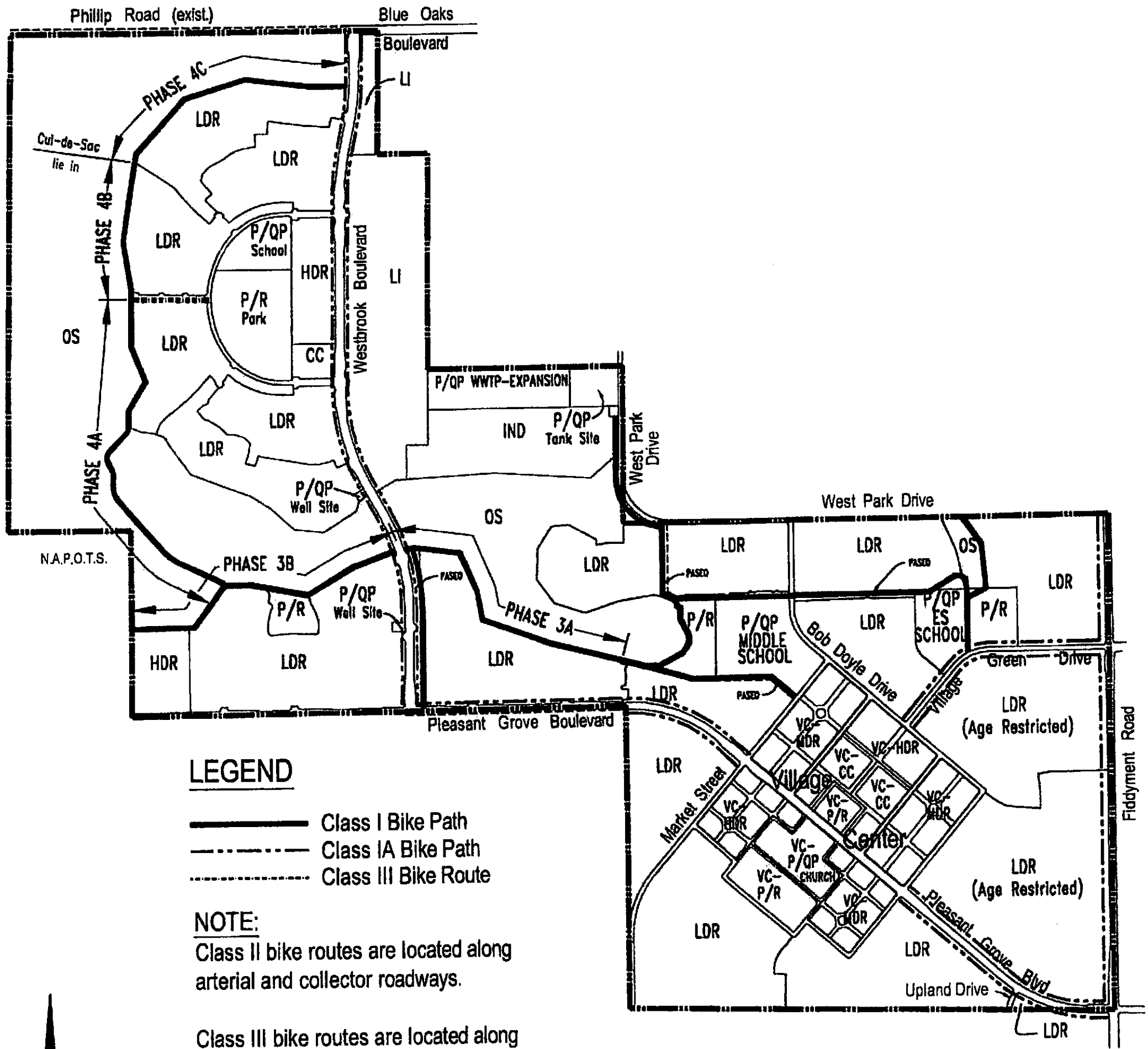
Based on the Phase 3 Tentative Map prepared by MacKay & Soms

Element	Quantity	Unit	Loc	Description (Infrastructure + on-site and / or off-site utilities)	13a	13b	13c	13d	15a	15b	15c	W-16
Roads	1275	If	PG Blvd	PGB - 1...2 lanes + 2 bike lanes + 2' shoulder (S) + curb and gutter (N)	X	X	X	X	X	X	X	X
Roads	1138	If	PG Blvd	PGB - 2...2 lanes + 2 bike lanes + 2' shoulder (S) + curb and gutter (N)	X	X	X	X		X	X	X
Roads	760	If	PG Blvd	PGB - 3...2 lanes + 2 bike lanes + 2' shoulder (S) + curb and gutter (N)	X		X	X				X
Roads	780	If	PG Blvd	PGB - 4...2 lanes + 2 bike lanes + 2' shoulder (S) + curb and gutter (N)			X	X				X
Roads	727	If	PG Blvd	PGB - 5...2 lanes + 2 bike lanes + 2' shoulder (S) + curb and gutter (N)				X				X
Roads	533	If	PG Blvd	PGB - 6...2 lanes + 2 bike lanes + 2' shoulder (S) + curb and gutter (N)								X
Roads	906	If	Westbrook Blvd	WBB - 1...4 lanes + 2 bike lanes + median + curb and gutter (E,W)	X	X						X
Roads	760	If	Westbrook Blvd	WBB - 2...4 lanes + 2 bike lanes + median + curb and gutter (E, W)		X						X
Sewer	4156	If	Off-site	20, 21, and 24 inch trunk sewer north in Westbrook Blvd, thence east to the 24-inch POC stub at Westpark Drive	X	X	X	X	X	X	X	X
Drainage	1	ea	Off-site	Outfall A to Open Space								X
Drainage	1	ea	Off-site	Outfall B to Open Space			X	X				
Drainage	1	ea	Off-site	Outfall C to Open Space	X	X	X					
Drainage	1	ea	Off-site	Outfall D to Open Space					X	X	X	
Drainage	1	ea	Off-site	Outfall E to Open Space... completed					X			
Drainage	1	ea	On-site	Outfall drainage ditch or pipeline from WBB -1 to Open Space	X						X	

Notes

1. Roads... includes all underground infrastructure, dry utilities, and sideline landscaping with pedway. PG Blvd has no landscaping south of median curb
2. On-site outfall sewer(s) may be required if an upstream development phase sewers thru a downstream phase that is not constructed.
3. On-site outfall drainage pipeline or ditch may be required if an upstream phase development drains thru a downstream phase that is not constructed
4. Improvements internal to Villages or through adjacent phases shall confirm to the performance criteria outlined in the development agreement.
5. Sidewalks and Landscape Improvements adjacent to arterial roads will be installed concurrently with construction of adjoining subdivision improvements.

Exhibit FF Bikeway Improvements



LEGEND

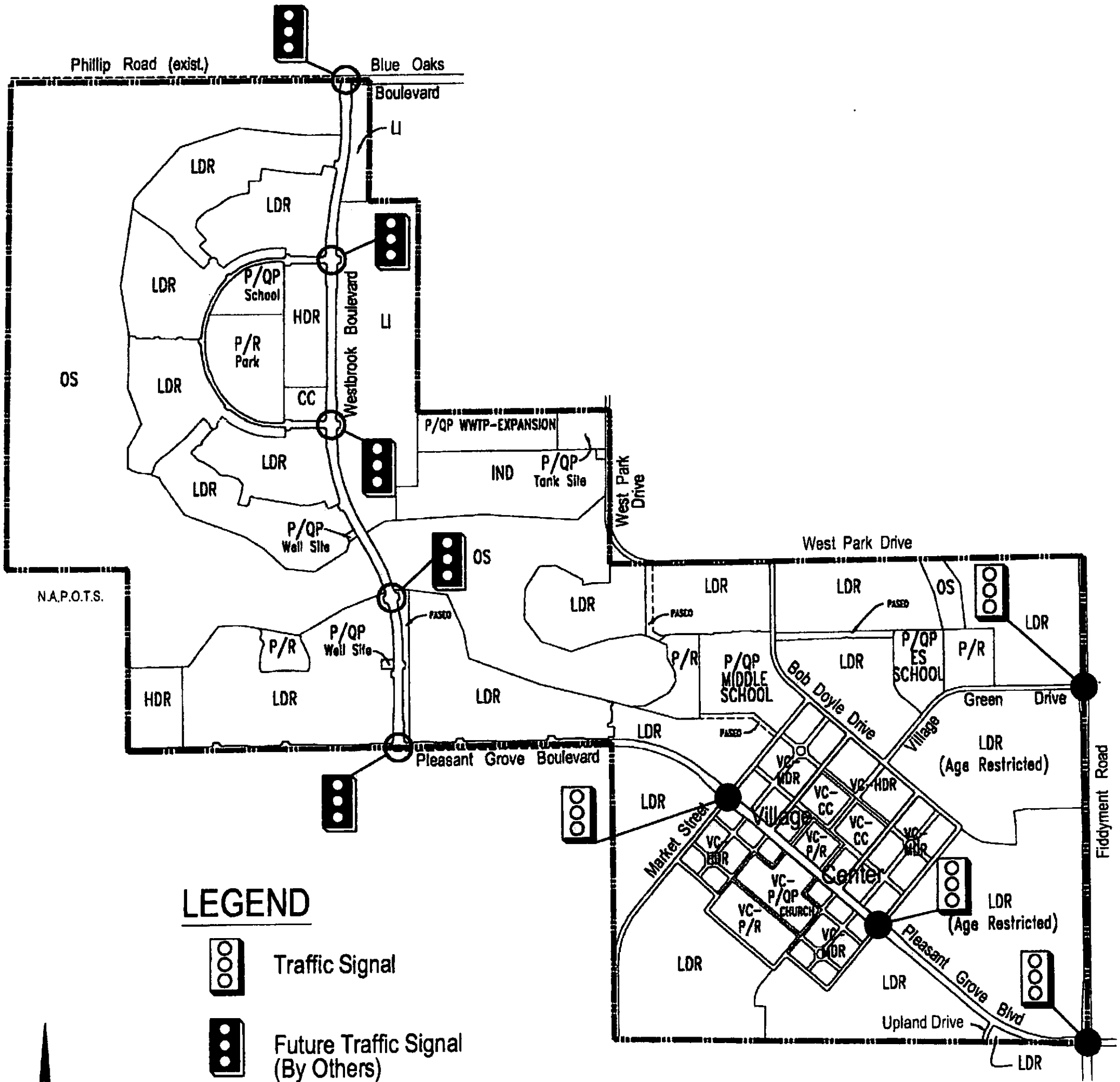
- Class I Bike Path
- Class IA Bike Path
- Class III Bike Route

NOTE:

Class II bike routes are located along arterial and collector roadways.

Class III bike routes are located along primary residential streets or as shown.

Exhibit K Traffic Signals



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EXHIBIT LL

Technical Memorandum



To: Jeff Jones

From: Kyle Horn

Reviewed by: Curtis Lam

Subject: WestPark Phase 3 Water Conservation Plan

Date: September 27, 2010

Introduction

HydroScience Engineers (HSe) was retained by West Roseville, LLC to prepare a Water Conservation Plan (WCP) for WestPark Phases 3 (WestPark). The City of Roseville (City) has requested that WestPark incorporate water conservation measures into the design of WestPark that reduce the overall water demands for the combination of potable and/or recycled water.

This technical memorandum fulfills the City's request that WestPark prepare a water conservation plan, and identifies potentially feasible efforts and planning approaches to reduce water usage in WestPark Phase 3. The potential reduction in demand for several of these methods is presented in this memorandum. This is done in the following steps:

- Develop a baseline water use inventory for the project;
- Identify and describe methods for reducing water consumption; and
- Estimate the reduction in water demand using the recommended measures.

Baseline Water Use

The baseline water use for the project was established using the City's standard water use factors. These water use factors are based on historic data and water use trends developed by MWH in TM #1 (MWH, 2002). These factors are presented in **Table 1**. It was noted that these water demands include both potable and recycled water usage in the WestPark.

Table 1: Water Use Factors and Demands

Land Use Designation	Abbreviation	Total Area (acres)	Dwelling Units	Water Use Factor ¹	Annual Demand ¹ (AFY)
Residential					
Low Density Residential	LDR	104.6	533	521 gpd/DU ²	311
High Density Residential	HDR	11.7	250	177 gpd/DU	50
Non-Residential					
Park	PR	4.7	-	2,988 gpd/acre	16
Open Space	OS	78.3	-	0 gpd/acre	0
Public/Quasi-Public	P/QP	0.3	-	1,780 gpd/acre	1
Paseo	P	2.7	-	2,988 gpd/acre	9
Landscape Corridor	LC	4.4	-	2,988 gpd/acre	15
Right of Way	ROW	10.0 ³	-	2,988 gpd/acre	4
Total		+/- 216.7	783		406
Total w/ 2% system loss					414

Notes:

1. Demand use factors and annual demand are based on the 'WestPark Phases 3 & 4 Illustrative Site Plan', dated July 27, 2010.
2. 521 gpd/DU represents the water use factor for LDR parcels with dwelling unit density between 5.0 and 6.0 dwelling units per acre.
3. 1.11 acres of Right of Way represent acreage to be irrigated.

For single family residential areas, the annual water demands shown in **Table 1** were subdivided based on estimated residential water usage for the City of Roseville, as presented in **Table 2**. This estimate was used to quantify the impact the various conservation measures would have on the Project's water demand.

Table 2: Typical Single Family Residential Water Usage

Use	Percent of Total Use ¹
Landscaping	51%
Toilets	13%
Faucets, cooking, cleaning	10%
Shower	9%
Clothes washer	8%
Bath	6%
Toilet leaks	2%
Dishwasher	1%

Notes:

1. Typical water usage based on information in the City of Roseville FAQs regarding water conservation - <http://www.roseville.ca.us/faqs/categoryqna.asp?id=7#790>

For high-density residential (HDR) land usage, it was estimated that 20% of the overall water usage calculated in **Table 1** was used for exterior landscape irrigation. This estimate was based on recycled water demand estimates for HDR parcels. Exterior landscape irrigation demands for HDR parcels were estimated differently than single-family residential parcels due to the lack of front and back yards.

For low-density residential (LDR) the water demand for landscaping was split between the front and back yards of the residence. It was assumed that 60% of the landscaping demand would be in the back yard and 40% would be in the front yard. This division of landscaping between the front and back yards was estimated with greater demand in the back yard than the front yard due to driveways limiting the irrigation in a typical front yard. High Density Residential (HDR) parcels do not have a distinction between front- and back-yard areas, as such, the irrigation demand associated with HDR parcels is represented as the total irrigated area; Annual Irrigation Demand.

This assumption established that the percentage of the LDR demand attributable to front and back yards were 20.4% and 30.6% respectively, of total residential water usage. This baseline water use data can be seen in **Table 3**.

Table 3: Residential Base Water Use

Land Use Designation	Annual Demand (AFY)	Annual Front Yard Demand (AFY)	Annual Back Yard Demand (AFY)	Annual Irrigation Demand (AFY)
Low Density Residential	311	63	95	158
High Density Residential ¹	50	NA	NA	10
Total	361	63	95	168

Notes:

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

Water demands were separated for the front and back yards of LDR parcels to allow for different conservation measures in each. Steps like limiting turf in the front yards may not necessarily be feasible in the back yard.

Methods for Reducing Water Consumption

Methods that could be used in combination to reduce the WestPark water consumption are presented below.

Limiting the amount of turf in front yards and replacing turf with low water use plantings:

One of the simplest and most effective ways to conserve water is to limit the area of turf being irrigated or exchanging higher water use plant materials such as turf for lower water using plant materials. There are a number of plantings that can be used that dramatically reduce water demand when they replace turf. The actual demand for these plantings will depend on the individual species planted. Data provided by the City of Roseville water conservation staff assumes replacing turf with low water use plantings could yield a 70% savings as compared to irrigation of turf.

Residential: It was assumed that replacing turf with low water use plantings could be accomplished on all types of residential property, including low and high-density residential parcels. In order to assess the potential impact of this change on residential parcels, the following assumptions were made:

- When accounting for driveways and hardscape areas, the landscaped area in the front yard of Low Density Residential units represents 75% of the front yard area. Of this landscaped area, it was assumed that 70% of the front yard area was turf and 5% was low water use plantings. The turf area would be reduced to 42% of the front yard. See the attached figure for an example of the locations where turf would be reduced for a typical single-family residence.
- The area converted from turf to low water use plantings represents 28% of the front yard landscaped area. This resulted in the following front yard areas: 25% hardscape (driveway, paths), 42% turf, 33% low water use plantings.
- For the Roseville area, low water use plantings on average use 30% of water used on turf (a 70% water savings). This estimate is based on data collected by the Fair Oaks Horticultural Center (Garden Notes, June 2008), which shows that low water use plantings use between 65-75% less water than an average lawn (i.e. turf).
- Low water use plantings will utilize low volume irrigation systems like a drip or micro-spray system design to achieve uniformity of 90% rather than an overhead spray irrigation system. This also assumes that landscaping is irrigated properly (no over- or under-watering).

Table 4 presents the base and new residential landscaped areas.

Table 4: Reduced Landscape Turf Areas

Land Use Designation	Front Yard Irrigated Area ¹	Base Condition		Base Condition with Water Conservation	
		Turf Area	Low Water Use Area	Turf Area	Low Water Use Area ²
Low Density Residential	75%	70%	5%	42%	33%
High Density Residential	75% ³	70%	5%	42%	33%

1. As a percentage of the front yard
2. Includes 5% existing low water use plantings + 28% new water use plantings.
3. Represents the percentage of the entire exterior area for HDRs.

It was noted that recycled water would be used to irrigate the high-density residential land uses, and thus would conserve recycled water.

Table 5 presents the results of the residential water savings for replacing landscape turf.

Table 5: Reduced Landscape Turf Water Savings - Residential

Land Use Designation	Annual Front Yard Demand ^{1,2} (AFY)	Annual Front Yard Turf Demand (AFY)	Reduced Annual Front Yard Demand (AFY)	Water Savings for Reduced Turf (AFY)	Water System Savings
Low Density Residential	63	62	46	17	Potable
High Density Residential	10	10	7	3	Recycled
Total	73	72	53	20	

Notes:

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

As an example of how these values were calculated, the calculation for the annual front yard turf demand and the reduced annual front yard demand is presented below.

For the annual front yard turf demand, as calculated for low-density residential land-uses, 75% of the front yard area is landscaped; 70% turf and 5% low water use plantings. Since low water use plantings use 30% of the water required for turf, this 5% area is equal to 1.5% turf area. This resulted in the following annual front yard demands.

$$\text{Turf: } 63AFY * \left(\frac{70\%}{71.5\%} \right) = 62AFY \qquad \text{Low Water Use: } 63AFY * \left(\frac{1.5\%}{71.5\%} \right) = 1AFY$$

For the reduced annual front yard demand, as calculated for low-density residential land uses, reducing the base turf area in the front yards from 70% to 42% and replacing that area (28%) with low water use plantings resulted in the following annual demands.

$$62AFY * \left(\frac{42\%}{70\%} + \frac{28\% * 30\%}{70\%} \right) + 1AFY = 46AFY$$

Non-Residential: Turf reduction on non-residential parcels within the WestPark was assumed to be employed in the parks, paseos, landscape corridors, and right-of-ways. The assumptions utilized to estimate water conservation in these areas are as follows:

- Parks were assumed to use 98% of all water for landscape irrigation.
- Parks were estimated to irrigate approximately 80% of their parcel area. It was assumed the 80% turf would be reduced to 60%, with the remaining 20% turf being converted to low water use plantings.
- For the Roseville area, low water usage plantings were assumed to use 30% of the water used on turf (a 70% water savings).
- Low water use areas will utilize low volume irrigation systems like a drip or micro spray system design to achieve uniformity of 90% rather than an overhead spray irrigation system.

- Right-of-Way streetscapes, paseos, and landscape corridors are assumed to use 100% of their water for landscape irrigation.
- Right-of-Way streetscapes, paseos, and landscape corridors were assumed to irrigate approximately 80% of their parcel area with turf. This was reduced to 30% turf and 50% low water use plantings.

Table 6 presents the results of the water savings for replacing landscape turf for non-residential parcels.

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

Land Use Designation	Annual Irrigation Demand ² (AFY)	Base Turf Area ¹	New Turf Area ¹	Low Water Use Area ¹	Reduced Irrigation Demand (AFY)	Water Savings for Reduced Turf (AFY)	Water System Savings
Parks	15	80%	60%	20%	12	3	Recycled
Paseo	9	80%	30%	50%	5	4	Recycled
Landscape Corridor	15	80%	30%	50%	8	7	Recycled
Right of way	4	80%	30%	50%	2	2	Recycled
Total	43				27	16	

Notes:

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

Smart Irrigation Controller: A smart irrigation controller restricts irrigation to only the times and water application rates that are really needed. Demand for water varies greatly with weather patterns and time of year. Standard irrigation schedules do not account for actual weather conditions during the day, week, or month that could vary significantly from normal weather patterns. This deviation can result in significant water waste. A smart irrigation controller can account for these variations by using information for both weather and soil moisture conditions.

Fourteen studies estimating the percentage of water conservation associated with the use of smart irrigation controllers were summarized in a paper published by the US Bureau of Reclamation (USBR, April 2008). These studies estimated the range of water savings associated with their use to be between 7 to 41%. This document instead uses a value of 20% for the estimate of water savings from the use of smart irrigation controllers.

It was noted that the references estimated water savings when going from one type of controller to the smart irrigation controller. However, not all houses have controllers for both the front and back yards. Some existing houses use impact heads connected to a hose to irrigate their front or back yards. This irrigation method is less efficient and results in higher water waste. Considering these issues, the percent of water savings for this measure was estimated at 20%.

The additional savings expected with the use of a smart irrigation controller are presented in **Table 7**. All of the land using turf reduction measures would also employ smart irrigation controllers. These calculations assume that the area of turf is reduced as described above.

Table 7: Smart Irrigation Controller Water Savings

Land Use Designation	Original Demand (AFY) ¹	Reduced Demand (AFY)	Water Savings (AFY)	Water System Savings
Low Density Residential				
Front Yard	46	37	9	Potable
Back Yard	95	76	19	Potable
High Density Residential	7	6	1	Recycled
Parks	12	10	2	Recycled
Paseo	5	4	1	Recycled
Landscape Corridor	8	6	2	Recycled
Right of Way	2	2	0	Recycled
Total	175	141	34	

Notes:

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

As an example, for the low-density residential front yards, the annual demand is 46 AFY. Assuming that this demand is reduced by 20% when using smart irrigation controllers, the reduced demand is estimated to be:

$$46 \text{ AFY} * (100\% - 20\%) = 37 \text{ AFY}$$

Recirculating hot water: Recirculating hot water systems use a pump to keep the water in the hot water lines circulating back to the water heater to keep the water in the hot water lines hot. This provides hot water at the tap immediately and prevents having to let cold water flow until the water heats up. These systems can be operated in a number of different ways but all conserve water in the same manner. For this study, it was estimated that each draw for hot water would waste approximately 1.25 gallons per day per dwelling unit. This is equivalent to drawing water through 50 ft of ¾-inch pipe with each draw, and drawing hot water in this manner six times per day per dwelling unit. The expected savings are presented in **Table 8**.

Table 8: Re-circulating Hot Water Savings

Land Use Designation	Dwelling Units (DU)	Water Savings for Recirculating Hot Water (AFY)	Water System Savings
Low Density Residential	533	4	Potable
High Density Residential	250	2	Potable
Total	783	6	

As an example, for the low-density residential land use, the total number of dwelling units is 533. The reduced water demand would be estimated to be:

$$533DU * 7.5 \frac{gal}{day} * \frac{AF}{325,851gal} * 365day/yr = 4AFY$$

Summary

The water conservation measures selected for implementation for the WestPark are the same measures recently adopted by the City for the Sierra Vista Specific Plan. These measures were selected based on their ability to cost-effectively achieve the necessary water savings.

The total volume of water conservation estimated when implementing these water conservation measures for the WestPark land use plan is summarized in **Table 9**. This volume of water conservation includes both conservation of potable and recycled water.

Table 9: Water Conservation Estimate

Method	Original Total Water Demand ² (AFY)	Potable Water Savings (AFY)	Recycled Water Savings (AFY)	Total Volume of Water Savings (AFY)	Total Percentage of Water Savings ¹
Reduced landscape turf – residential	414	17	3	20	4.8%
Reduced landscape turf – non-residential		0	16	16	3.9%
Smart irrigation controllers – all types of land uses		28	6	34	8.2%
Re-circulating hot water – residential		6	0	6	1.4%
Total	414	51	25	76	18.4%

Notes:

1. Percentages rounded to two significant figures, and represent overall water conservation percentages for both potable and recycled water.
2. Includes 2% system losses.

If the described water conservation measures described in this memorandum were taken for WestPark Phase 3, it is estimated that the WestPark overall water demand would be reduced by 76 AFY yielding an adjusted water demand of 338 AFY. This would represent an 18.4% reduction from the original water demand for WestPark Phase 3 of 414 AFY.

Though the actual water conservation realized will depend in part on the participation of the homeowners or tenants of the affected parcels, it is expected that these measures could be implemented and maintained in the end by employing the following measures:

- Constructing the parcels with these water conservation measures in place. By simply having an available smart irrigation controller with the capacity to run the front and back yard systems pre-wired and in place, using this controller is a financially sound decision for the land owner versus replacing the controller with a different one.
- Landscape areas for non-single family land uses will be maintained by the City, the applicable school district, commercial owners or a homeowners association. It is expected that these professionals will be able to maintain these water savings through the professional management of these landscapes.
- For single-family residences, it is expected that a two-fold measure will be required to realize long-term water savings.
 1. Restrictions in the codes, covenants and restrictions for each parcel that would limit the types and/or locations of landscape in the front yards of each residence.
 2. Ongoing outreach by the City to remind and reinforce the need for water conservation. This can include attachments to the water bill, water audits that can be made available to WestPark landowners by City staff, the promotion of the City's water conservation website, and the availability of City water conservation staff to respond to specific questions.
 3. Educating homeowners on how to use and set up their smart irrigation controllers, and how to add onto it for their backyard irrigation.

References

1. Mackay & Somps Civil Engineering, Inc. *WestPark Phases 3 & 4 Illustrative Site Plan*, July 27, 2010.
2. MacKay & Somps Civil Engineering, Inc., email and phone communications, September 2010.
3. University of California Cooperative Extension, Sacramento County Agriculture and Natural Resources, Garden Notes, June 2008.
4. US Bureau of Reclamation, Summary of Smart Controller Water Savings Studies, April 2008.

ORDINANCE NO. 4910

ADOPTING A THIRD AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC RELATIVE TO THE DEVELOPMENT KNOWN AS 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 Third Amendment to Development Agreement by and between the City of Roseville and West Roseville, LLC, to alter and clarify provisions in the existing Development Agreement relating to Westpark Phase 3.

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

1. The Third 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 Third Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Third Amendment to Development Agreement is in conformance with public health, safety and welfare;
4. The Third Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The Third Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Third Amendment to Development Agreement.

SECTION 3. The Third Amendment to Development Agreement by and between West Roseville LLC and the City of Roseville, 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 the Third Amendment to Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

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

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three 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 5th day of January, 2011 by the following vote on roll call:

AYES COUNCILMEMBERS: Allard, Garcia, Herman, Rohan, Roccucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:



City Clerk

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

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



DEPUTY CLERK