



PLACER, County Recorder
JIM MCCAULEY

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Recording Requested by:

CITY OF ROSEVILLE

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FIFTH 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

**FIFTH 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 Fifth Amendment of Development Agreement is entered into this 7th day of August, 2013, 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. On January 5, 2011, City and Developer entered into the Third Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on April 5, 2012, as Document No. 2012-0030092.

G. On July 17, 2013, City, Developer and KB Home Sacramento, Inc., and Meritage Homes of California, Inc., Developer's assignees on a portion of Phase 3 of the Property, entered into the Fourth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on August 20, 2013, as Document No. 2013-0082173

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

I. The Fifth Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

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

"2.6.1 Affordable Purchase Residential Units."

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

"Low Density Residential	2,662 units on 596.5 Net Acres
Low Density Residential (age-restricted)	704 units on 146.8 Net Acres
Medium Density Residential	0 units on 0 Net Acres
High Density Residential	420 units on 20.1 Net Acres
Community Commercial	3.0 Net Acres
General Industrial	32.9 Net Acres
Light Industrial	55.2 Net Acres

Park	35.1 Net Acres
Open Space	350.8 Net Acres
Open Space (paseo)	7.7 Net Acres
Schools	38.7 Net Acres
Treatment Plan Expansion	15.0 Net Acres
Water Tank Site	5.4 Net Acres
Well Sites	0.6 Net Acres
Other Public (right of way)	138.5 Net Acres
Village Center	
High Density Residential	397 units on 21.8 Net Acres
Medium Density Residential	387 units on 46.1 Net Acres
Community Commercial	40 units on 13.8 Net Acres
Park	12.8 Net Acres
Church	10.8 Net Acres"

c. REVISED SECTION 2.6. Section 2.6 is revised in its entirety to read as follows:

"2.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provision by Developer of affordable housing elsewhere within the Specific Plan as described below and the other terms of this Agreement, Developer shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall provide 462 units affordable to very low and low and middle-income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be 40% for very low and 60% for low income households. Any adjustment based on actual development shall be subject to the approval of the Director of the City's Housing Division.

The term "very low income" means households earning 50% or less of median income, "low income" means households earning 51% to 80% of median income, and "middle income" means households earning 81% to 100% of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element, the Specific Plan, and City policy.

Locations of affordable housing sites are shown in the Specific Plan and Exhibit "D". Such locations may be modified pursuant to Section 2.6.1.4 of this Agreement.

d. DELETE SECTION 2.6.1. Section 2.6.1 is deleted in its entirety.

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 462 affordable rental units will be reserved within the Property, including 187 units for rental to very low income households and 275 units for rental to low income households as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation ¹	Very Low Income Rental Units	Low Income Rental Units
Parcel W-25 (senior)	232	150	75	75
Parcel W-16	250	162	23	139
Parcel W-27	170	150	89	61
Totals	652	462	187	275

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 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 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 Phasing Plan may be combined as approved by City's Development Services 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 the subject phase is sufficient to provide access and utility service as determined by the City Engineer and Environmental Utilities Director.

Infrastructure in Phases 3 and 4 may be constructed in sub-phases as set forth in Exhibits "E-1", "E-2a" and "E-2b" attached hereto. In the event that the conceptual sub-phases for Phase 3 and Phase 4 as shown in Exhibit "E-1" and Exhibits "E-2a" and "E-2b" 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 service 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 and Phase 4 Infrastructure Sub-Phasing Matrix as shown in Exhibits "E-1", "E-2a" and "E-2b" shall require additional City review, though modifications to Exhibit "E-1" or Exhibits "E-2a" and/or "E-2b" 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."

g. REVISED SECTION 3.5.3.1. Section 3.5.3.1 is revised in its entirety to read as follows:

"3.5.3.1 Westpark Drive (formerly Phillip Road). Developer's cost obligation set forth in this Section 3.5.3.1 for Westpark Drive (and further described as Segment 5 in Exhibit "C" attached to the Fourth Amendment) shall be paid by Developer through a Westpark Drive off-site road fee (the "Westpark Drive Off-Site Road Fee") applied to all Low Density Residential ("LDR") and Medium Density Residential ("MDR") building permits in Phases 3 and 4 of the Property, and dedicated to the Westpark Drive off-site improvements described in this Section 3.5.3.1. Developer agrees to pay to City a fee of \$300.00 per LDR or MDR building permit in Phase 3 of the Property and \$321.00 per LDR or MDR building permit in Phase 4 of the Property for the Westpark Drive Off-Site Road Fee. If after the date of the Fourth Amendment there is an increase or decrease in the approved allocated number of LDR or MDR units within the Fourth Amendment Property, the foregoing fee amount for Phase 4 of the Property shall be adjusted accordingly. The Westpark Drive Off-Site Road Fee shall be adjusted annually based upon the Engineering News Record, Construction Cost Index for the United States average of 20-cities and San Francisco (CCI). Developer and Fiddymment shall each be responsible for fifty percent (50%) of the construction cost of Westpark Drive north of the Pleasant Grove Wastewater Treatment Plant, both shares of which will be paid through the Westpark Drive Off-Site Road Fee.

The City may elect to construct Westpark Drive at any time it deems necessary to serve the Plan Area in its sole and absolute discretion. The City may require acceleration of the payment by West Roseville of Developer's share of the Westpark Drive Off-Site Road Fee upon the construction of Segment 2 of Blue Oaks Boulevard (as shown in Exhibit "C" attached to the Fourth Amendment), from the westerly property line of the Fiddymment property to the intersection of Westpark Drive (the "Prepayment Event"). The foregoing notwithstanding, the obligation to prepay Developer's share of the Westpark Drive Off-Site Road Fee rests with West Roseville only and shall not be binding upon future owners of Phase 3 of the Property or run with the land for Phase 3 of the Property.

Rather, the obligation of the Phase 3 property owner(s) to pay the Westpark Drive Off-Site Road Fee shall be limited to the obligation to pay the Westpark Drive Off-Site Road Fee of \$300.00 per LDR or MDR building permit, as adjusted by the CCI as provided herein, at the time of issuance of each LDR or MDR building permit.

At such time as the City elects to cause construction of Westpark Drive regardless of the status of fees collected, the City shall provide West Roseville with six (6) months advance written notice of its intent to call for the outstanding balance of the fee to be paid by West Roseville. The City shall indicate in the notice the date on which the balance of the fee shall be due. During this six month period, the City shall continue to collect the Westpark Drive Off-Site Road Fee. The amount due from West Roseville for the balance of the Westpark Drive Off-Site Road Fee shall be determined by subtracting the then total amount of fees that have been paid to date by development of the Property from the total fee obligation of the Property (the "Westpark Drive Fee Prepayment"). In the event that the Westpark Drive Fee Prepayment is not received by City as of the date referenced in the notice to pay, the City may withhold all further inspections and further issuance of permits within Phase 4 of the Property until such time as the payment is received by City.

In the case a Prepayment Event has occurred and West Roseville has paid the balance of the fee as set forth herein, the City shall continue to collect the Westpark Drive Off-Site Road Fee on all LDR and MDR units in Phases 3 and 4 of the Property, annually adjusted by the CCI as provided above, until all LDR and MDR units in Phase 3 and Phase 4 of the Property have paid the Westpark Drive Off-Site Road Fee, as set forth below, at which time City shall reimburse to West Roseville the prepayment amount previously paid by West Roseville, less the difference of the actual costs of construction, which reimbursement is personal to West Roseville and does not run with the Property, to successors and assigns, unless West Roseville provides written notice to City that said reimbursement has been assigned by West Roseville to a third party. In the event that, and at such time as, the funds collected for the Westpark Drive Off-Site Road Fee equal the amount of the Westpark Drive Fee Prepayment, as adjusted by the CCI, City shall cease collecting the Westpark Drive Off-Site Road Fee.

Developer's pro-rata share of the Westpark Drive Off-Site Road Fee has been calculated by establishing a fixed fee amount for LDR and MDR units in Phase 3, and spreading the remainder of the costs over 95% of the total allocated LDR and MDR units in Phase 4 of the Property. If after residential units have been constructed on at least 75% of the Fourth

Amendment Property, the City reasonably determines that less than 95% of the total number of approved units within the Fourth Amendment Property will be constructed, the City Manager may equitably adjust the Westpark Drive Off-Site Road Fee without amendment of the Agreement. Notwithstanding the foregoing, such adjustment shall only apply to residential units in Phase 4 and without compliance with the Mitigation Fee Act (California Government Code Section 66000, *et seq.*).

The improvements included in the Westpark Drive Off-Site Road Fee include all costs reasonably associated with construction of Westpark Drive north of the Pleasant Grove Wastewater Treatment consistent with Exhibits "E" and "I". A general description of these improvements includes:

- a. The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the full section of the road including slopes.
- b. The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost.
- c. The cost of grading the full width of a standard collector roadway section including turn lanes, and an 8-foot bench on both sides of the roadway (approximately 64-feet in width), plus the slopes to existing ground.
- d. The cost of curb, gutter, pavement, joint utilities, striping, signage, and street lights.
- e. The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydrosience, dated May 9, 2011 utilizing the figures in Scenario 1 in Tables 5 of the report.
- f. The WRSP portion of the 24 -inch recycled water line.

Portions of the realigned and reconstructed Westpark Drive (formerly Phillip Road) include the installation of Frontage Improvements adjacent to the city-wide park, including curb, gutter, sidewalk, street lights and utility services. Developer shall be entitled to a

credit against the city-wide park fee for the cost of such park Frontage Improvements.”

h. REVISED SECTION 3.5.3.3. Section 3.5.3.3 is revised in its entirety to read as follows:

“3.5.3.3 Blue Oaks Boulevard (Off-site). The following Segments 1 through 4 of Blue Oaks Boulevard, as defined below and as shown in Exhibit “C” attached hereto to the Fourth Amendment, from the westerly boundary line of the Fiddymment Property as shown in Exhibit “B” to Exhibit “E” through the westerly side of the intersection of Westbrook Boulevard (“Blue Oaks Boulevard (Off-site)”) shall be constructed by other parties:

- Segment 1: Westerly side of the Hayden Parkway/Blue Oaks Boulevard intersection to the westerly property line of the Fiddymment property. (Cost allocation: 100% Fiddymment).
- Segment 2: Westerly property line of the Fiddymment property to the east side of the Blue Oaks Boulevard/Westpark Drive intersection. (Cost allocation: 100% City TMF).
- Segment 3: East side of the Blue Oaks Boulevard/ Westpark Drive intersection to the eastern property line of the Property (Parcel W-60). (Cost allocation: 50% Developer; 50% Fiddymment).
- Segment 4: Eastern property line of Parcel W-60 to the west side of the intersection of Blue Oaks Boulevard and Westbrook Boulevard. (Cost allocation: 100% Developer).

The entire width of Segment 2 (i.e., back of curb to back of curb) shall be included in the City Traffic Mitigation Fund Fees (the “TMF Fees”) in the City’s roadway Capital Improvement Program (“Road CIP”).

Developer’s pro-rata share of the cost obligation set forth in this Section 3.5.3.3 for Segments 3 and 4 (excepting the cost of 22 feet of pavement in Segments 3 and 4, the cost of which will be paid via payment of City TMF Fees) shall be paid by Developer through a Blue Oaks Boulevard off-site road fee (the “Blue Oaks Boulevard Off-Site Road Fee”) applied to all LDR and MDR building permits in Phases 3 and 4 of the Property, and dedicated to Segments 3 and 4 of the Blue Oaks Boulevard off-site improvements described in this Section 3.5.3.3. Developer agrees to pay to City a fee of \$800.00 per LDR or MDR building permit in Phase 3 of the Property and \$1,871.00 per LDR or MDR building permit in Phase 4

of the Property for the Blue Oaks Boulevard Off-Site Road Fee. In the event that a subsequent Development Agreement amendment causes an increase or decrease in the approved allocated number of LDR or MDR units within the Fourth Amendment Property, the foregoing fee amount for Phase 4 of the Property shall be adjusted accordingly. The Blue Oaks Boulevard Off-Site Road Fee shall be adjusted annually based upon the CCI as defined in this Agreement.

Developer's pro-rata share of the Blue Oaks Boulevard Off-Site Road Fee has been calculated by establishing a fixed fee amount for LDR and MDR units in Phase, 3 and spreading the remainder of the costs over 95% of the total allocated LDR and MDR units in Phase 4 of the Property. If after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units within the Fourth Amendment Property will be constructed, the City Manager may equitably adjust the Blue Oaks Boulevard Off-Site Road Fee without amendment of the Agreement. Notwithstanding the foregoing, such adjustment shall only apply to residential units within Phase 4 and without compliance with the Mitigation Fee Act (California Government Code section 66000, *et seq.*).

Upon demand of City, Developer shall provide to City an irrevocable offer(s) of dedication (IOD) for (1) all necessary access easements with rights to construct and the right of City assignment, and (2) rights-of-way, subject to improvement for those portions of Blue Oaks Boulevard that may be within or upon properties owned by Developer.

The Blue Oaks Boulevard Off-Site Road Fee shall apply to Developer's and Fiddymment's allocated costs for Segments 3 and 4 of Blue Oaks Boulevard (Off-site) set forth in this Section 3.5.3.3., and in Sections 3.8.3 and 3.9 and shall fully satisfy the obligations of Developer and Fiddymment to fund off-site portions of Blue Oaks Boulevard, off-site water and off-site recycled water facilities contained therein.

The improvements included in the Blue Oaks Boulevard Off-Site Road Fee include all costs reasonably associated with construction of the southerly one-half section of the ultimate 100 foot Blue Oaks Boulevard right-of-way, except for those portions to be funded by City TMF Fees. A general description of these includes:

- The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the southern ½ section of the road including slopes.

- The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost.
- The cost of grading the southerly ½ of a 6-lane facility, including turn lanes, bus turn-outs, half the center median, and an 22-foot bench behind the back of curb, for an approximate width of 72-feet, plus the slopes to existing ground.
- The cost of ½ of the landscaped median and the median curb.
- The cost of curb and gutter plus 18' of pavement, joint trench, striping, signage, and street lights, plus the turn lanes and bus turnouts on the south half of the right of way. The portion of Blue Oaks Blvd. from the westerly boundary of the Fiddymment property to the Westpark Dr. intersection would be included in the CIP program.
- The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydrosience, dated May 9, 2011 utilizing the figures in Scenario 1 in Tables 4 and 6 of the report.
- The WRSP portion of the 24-inch recycled water line.

City may use the funds collected from the Blue Oaks Boulevard Off-Site Road Fee to fund the construction of the northerly three lanes of Blue Oaks Boulevard (Off-Site). City agrees that the inclusion of the costs of Segment 4 in the Blue Oaks Boulevard Off-Site Road Fee shall fully satisfy Parcel W-60's frontage obligations for Blue Oaks Boulevard, except for Frontage Improvements such as turn lanes, driveways, sidewalks, transition lanes and landscaping, which frontage improvements shall remain the responsibility of the developer of Parcel W-60. The cost of non-frontage lanes of Blue Oaks Boulevard adjacent to Parcel W-60 shall be reimbursed to the constructing party from the City's TMF Fund within thirty (30) days of invoice from the constructing party."

i. 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 to City as an irrevocable offer of dedication (IOD) on the Large Lot Final Maps for Phases 3 and 4 of the Property. Westbrook Boulevard will ultimately be constructed as a 6-lane arterial. Developer shall construct the Frontage Improvements, as defined in Section 3.5.1 of the Agreement. In addition, Developer shall construct an additional travel lane adjacent to the Frontage Improvements on each side of the roadway for a total of 29 feet of pavement. The remaining 2 lanes shall be constructed by the 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 in the locations set forth on Exhibit “K” to the Agreement. City shall reimburse Developer, based on actual costs to construct, for those improvements constructed beyond the Frontage Improvements, excluding turn lanes and bus turnouts (“Eligible Improvements”) constructed in Phases 3 and 4 for Westbrook Boulevard. City shall reimburse Developer in the form of Fee Credits against the City’s current Traffic Mitigation Fee.”

j. 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-30 as shown in Exhibit “N”.”

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

“3.5.23 Traffic Benefit Assessment. In consideration of amendments to the WRSP for Phases 3 and 4 of the Property that have increased the total allowed residential units for the Property, the City and Developer agree to provide additional funding from pay-as-you-go revenues generated from the collection of special taxes in the Westpark CFD No. 1 for authorized roadway facilities identified in the Westpark CFD No. 1. The pay-as-you-go proceeds are intended to provide a funding source for authorized facilities identified in the Westpark CFD No. 1 formation documents for which funding is not presently available. Once all of the authorized facilities have been constructed, and all amounts related to these facilities have been paid in full, the City is authorized to levy the special tax in the Westpark CFD No. 1 so as to yield \$930,000 (the “Traffic Benefit Assessment”) from the pay-as-you-go proceeds. If such levy in any one year is insufficient to generate this amount, the City shall continue to collect pay-as-you-go proceeds until such time as the entire Traffic Benefit Assessment has been funded by pay-as-you-go proceeds.

l. NEW SECTION 3.5.24. Section 3.5.24 is added to read as follows:

“3.5.24 Additional Developer Dedication of Property to City. As part of the entitlements requested by Developer and vested by this Fifth Amendment, City has redesignated and rezoned the property comprising new Parcel W-30 from Light Industrial to Community Commercial, and redesignated and rezoned the property comprising new Parcel W-50e from Light Industrial to Park. Pursuant to this Fifth Amendment, Developer agrees to dedicate to City, after recordation of the final map creating such parcels, the following two parcels:

W-30	Community Commercial	3.0 net acres
W-50e	Park	3.1 net acres

Developer’s dedication of Parcel W-30 to City, and the City’s redesignation and rezoning of a portion APNs 017-101-018 and 017-101-019, will result in the City owning a 13.7± acre Community Commercial parcel at the corner of Blue Oaks Boulevard and Westbrook Boulevard, compared to the 5.7± acres Community Commercial property owned by City prior to this Fifth Amendment. In acknowledgement of such significant benefit to City from this additional land dedication by Developer, and as set forth in Section 3.12.1 below, City shall count the 5.1± acre City-owned portion of APN 017-101-017 designated for park use toward Developer’s neighborhood park acreage dedication requirement in Developer’s portion of the WRSP.”

m. NEW SECTION 3.5.25. Section 3.5.25 is added to read as follows:

“3.5.25 Development Rights Easement. Subject to the provisions of the First Amendment to Purchase and Sale Agreement With Escrow Instructions by and between City and Developer and approved by the City Council at a public meeting together with this Fifth Amendment, at the time of recordation of the first small lot residential subdivision map in Phase 4 of the Property, but in no case later than December 31, 2014, Developer agrees to pay to City a reimbursement of \$126,500.00 for removal of 14.32 acres from the 1,000 foot non-residential Pleasant Grove Wastewater Development Rights Easement. If the reimbursement payment provided for in this Section 3.5.25 is not timely paid to City, City may suspend issuance or granting of any City-issued permits until full payment as provided for herein is made.”

n. 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”). Developer of Phase 4 of the Property and its successors shall implement a Water Conservation Plan, included as Exhibit “MM” to this Agreement (the “Phase 4 Water Conservation Plan”). The Phase 3 Water Conservation Plan and the Phase 4 Water Conservation Plan shall include compliance with the City’s Water Efficient Landscape Ordinance (“WELO”) and outline all water conservation measures being implemented within Phase 3 and Phase 4, respectively, 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 and 13.7% in Phase 4 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 or Phase 4, as the case may be. Such water conservation measures shall include compliance with the WELO, and shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations. Such water conservation measures shall be disclosed to each purchaser of real property within the Property. Modifications to the Phase 3 Water Conservation Plan or the Phase 4 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 Phase 3 of the Property owned by Developer in the WRSP.”

o. 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 and Phase 4 of the Property. The City has determined, and the Developer agrees, that the available water supply is sufficient to serve Phase 3 and Phase 4 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 and Phase 4 of the Property. The demand for water at build-out of Phase 3 and Phase 4 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 and Phase 4 of the Property and by reference to the Developer’s Phase 3 Water

Conservation Plan and Phase 4 Water Conservation Plan which includes a reduction in water use by 18.4% over current use characteristics for Phase 3 and a reduction in water use by 13.7% over current use characteristics in Phase 4.

The sources for water evaluated for the Project (including Phase 3 and Phase 4 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 and Phase 4 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 and Phase 4 of the Property and used within the Phase 3 Water Conservation Plan and Phase 4 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, or, for Phase 4, after the completion of 50% of the dwelling units in Phase 4 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 or for Phase 4 of the Property, respectively. 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 or the Water Conservation Plan for Phase 4 of the Property, and that the difference(s) will negatively affect the City's ability to provide water for Phase 3 or Phase 4 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, or the Property's Phase 4 demands, respectively, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 18.4% in Phase 3 and 13.7% in Phase 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 or the then built portion of Phase 4 of the Property has met its 13.7% 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 for Phase 3 and 13.7% for Phase 4 set forth in this Section 3.7.8. Development and implementation of such measures on the unbuilt units in Phase 3 or Phase 4 of the Property shall be at Developer's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, Phase 3 or Phase 4 of the Property shall not under any circumstances be deemed out of compliance with its Phase 3 Water Conservation Plan water conservation objective or the Phase 4 Water Conservation Plan water conservation objective, respectively, as set forth herein."

p. NEW SECTION 3.11.1.1. Section 3.11.1.1 is added to read as follows:

"3.11.1.1 Electric Facilities Serving Phase 4. At the time of recordation of the first small lot residential final subdivision map in Phase 4, Developer shall pay for the materials, labor to construct, and labor to remove temporary 12kV overhead and underground electrical circuits, estimated at approximately \$335,000, from the Westplan Substation to serve Phase 4 of the Property. City shall install such 12kV circuits, which 12kV circuits shall allow Developer to obtain all LDR and MDR residential building permits in Phase 4 of the Property. Developer shall be responsible for grading and for the installation of all pull boxes, trenching, conduit and similar facilities needed to tie the underground electric facilities within Westbrook Boulevard to the new 12kV circuits.

Such extension of the 12kV electrical circuits to Phase 4 of the Property shall not provide sufficient electrical capacity to allow either Parcel W-16 in the WRSP (in Phase 3 of the Property) or any of the Light Industrial parcels in Phase 4 of the Property, or both, to be provided electrical service in order to be developed. Once the electrical substation site (the "Substation Site") in the Sierra Vista Specific Plan (SVSP) has been dedicated to the City, constructed, is operational, and 12kV circuits extended underground to Phase 4 of the Property, or as otherwise determined by City, or the Substation Site has been dedicated to the City but more than two (2) years from dedication of the Substation Site to City have passed without completion of the substation, then there shall be no further restrictions due to adequacy of electrical service on development of either Parcel W-16 in the WRSP or Light Industrial parcels in Phase 4 of the Property, or both."

q. 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 (49.17 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".

r. 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 47.94 acres of parkland, 8.0 acres of open space paseo and 350.84 acres of open space. The following ten (10) 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 6.52 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50a;
2. A 1.92 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50b;
3. A 1.21 net acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel W-50c;
4. A 1.23 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50d;
5. A 3.11 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50e;
6. A 4.74 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-51;
7. A 7.99 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-52;
8. A 8.98 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;
9. A 3.85 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;
10. A 8.39 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-55;

11. A 1.1 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-85;
12. A 2.9 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-87;
13. A 1.5 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-88;
14. A 2.23 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-89;
15. A 267.47 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;
16. 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
17. A 78.2 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-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."

In recognition of Developer's dedication of Parcel W-30 to City, after Developer's changing the land use and zoning designation of such Parcel W-30 from Light Industrial to Community Commercial, allowing City to own a 13.7± acre Community Commercial property at the intersection of Blue Oaks Boulevard and Westbrook Boulevard, the 5.1± acre City-owned portion of APN 017-101-017 designated for park use shall be counted as part of Developer's neighborhood park acreage dedication requirement in Developer's portion of the WRSP."

Parcels W-50a, W-50b, W-50c, W-50d, W-50e, 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.

s. 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 3A – 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.
- b. 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.
- c. Phase 4A – the portion of trail from W-13C3 to W-17E, including the trail segment connecting into the street system at Parcel W-17D, shall

be constructed in conjunction with the subdivision improvements for W-17E.

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

e. Phase 4C – the portion of trail from W-18E to Westbrook Boulevard shall be constructed in conjunction with the subdivision improvements for W-18B," or W-18D, whichever parcel develops last.

t. REVISED SECTION 3.24. New Disclosures 27, 28 and 29 are added as follows:

"27. Requirement to implement water conservation measures per the Phase 4 Water Conservation Plan (Exhibit "MM"), which include such measures as Smart Timers.

28. The project area is subject to aircraft over flights and related noise associated with McClellan Airfield and Sacramento International Airport.

29. Acknowledgement that the residential parcels in Phase 4 of the Property are located in close proximity to Pleasant Grove Wastewater Treatment Plant, which may be expanded in the future. Such residential parcels could be subject to noise and odor from operation of the Treatment Plant."

u. NEW SECTION 3.14.18. Section 3.14.18 is added to read as follows:

"3.14.18 Dedication and Frontage Improvements for Parcel W-30. Developer shall dedicate Parcel W-30 to City after recordation of the first Large Lot Final Map for Phase 4 of the Property, subject to Developer's obligation, after dedication of Parcel W-30 to City, to construct Frontage Improvements for the Westbrook Boulevard side of Parcel W-30, as defined in Section 3.5.1 of the Agreement."

v. 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 or Phase 4 of the Property, which instead is subject to Section 3.7.8 above]."

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-2a – Phase 4 Infrastructure Sub-Phasing Matrix
- Exhibit E-2b – Infrastructure Phasing Map
- Exhibit N – Park and Ride Lots
- Exhibit Z – Drainage Facilities
- Exhibit BB – Detention Basins
- Exhibit DD – Parks and Open Space
- Exhibit FF – Bikeway Improvements
- Exhibit MM – Phase 4 Water Conservation Plan


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

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

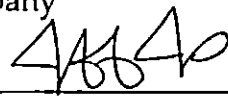
4. FORM OF AMENDMENT. This Fifth Amendment is executed in two duplicate originals, each of which is deemed to be an original.

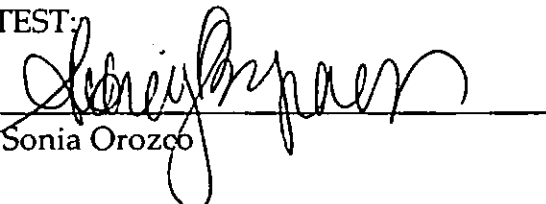
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has attested to by its City Clerk under the authority of Ordinance No. 5217, adopted by the Council of the City of Roseville on the 7th day of August, 2013.

CITY OF ROSEVILLE,
a municipal corporation

By: 
Ray Kerridge
City Manager

WEST ROSEVILLE, LLC,
a California limited liability
company

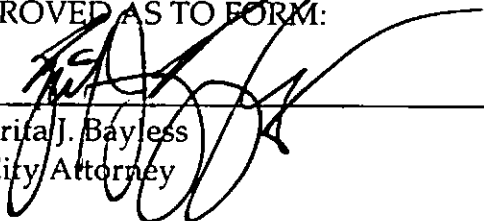
By: 
Its: Manager
Jeff Jones

ATTEST:
By: 
Sonia Orozco

City Clerk

APPROVED AS TO FORM:

By: _____


Brita J. Bayless
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____


Rob Jensen
Assistant City Manager

STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On August 15, 2013, before me, Judy Moore, Notary Public, personally appeared Ray Kerridge, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of the which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Judy Moore
Notary Public in and for said State



Document: Fifth Amendment of Development Agreement
By and Between The City of Roseville and West Roseville, LLC,
As Assignee of PL Roseville, LP Relative to the
West Roseville Specific Plan

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer }

On 7/1/13 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/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Sandra Lessard
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: Fifth Amendment of Development Agreement -

Document Date: _____ Number of Pages: 22 + Exhibits

Signer(s) Other Than Named Above: City of Roseville -

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: _____

EXHIBIT "A"

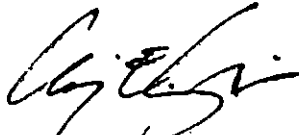
**DESCRIPTION OF
WESTPARK PHASE 4 DEVELOPMENT AGREEMENT**

All that real property situated in the City of Roseville, County of Placer, State of California and being more particularly described as follows:

Being all of Lots 1-A, 1-B, 2 through 15, inclusive, Brookstone Drive and Westbrook Boulevard as shown and so designated on that certain Final Map entitled "Westpark - Phase 4 Large Lot Subdivision" filed for record on December 28, 2011 in Book CC of Maps, at Page 29, Placer County Records.

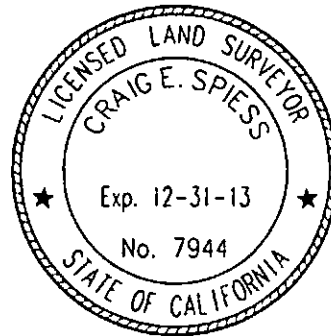
See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.



Craig E. Spiess, PLS 7944
License Expiration Date: 12-31-13

Date: 8/5/13



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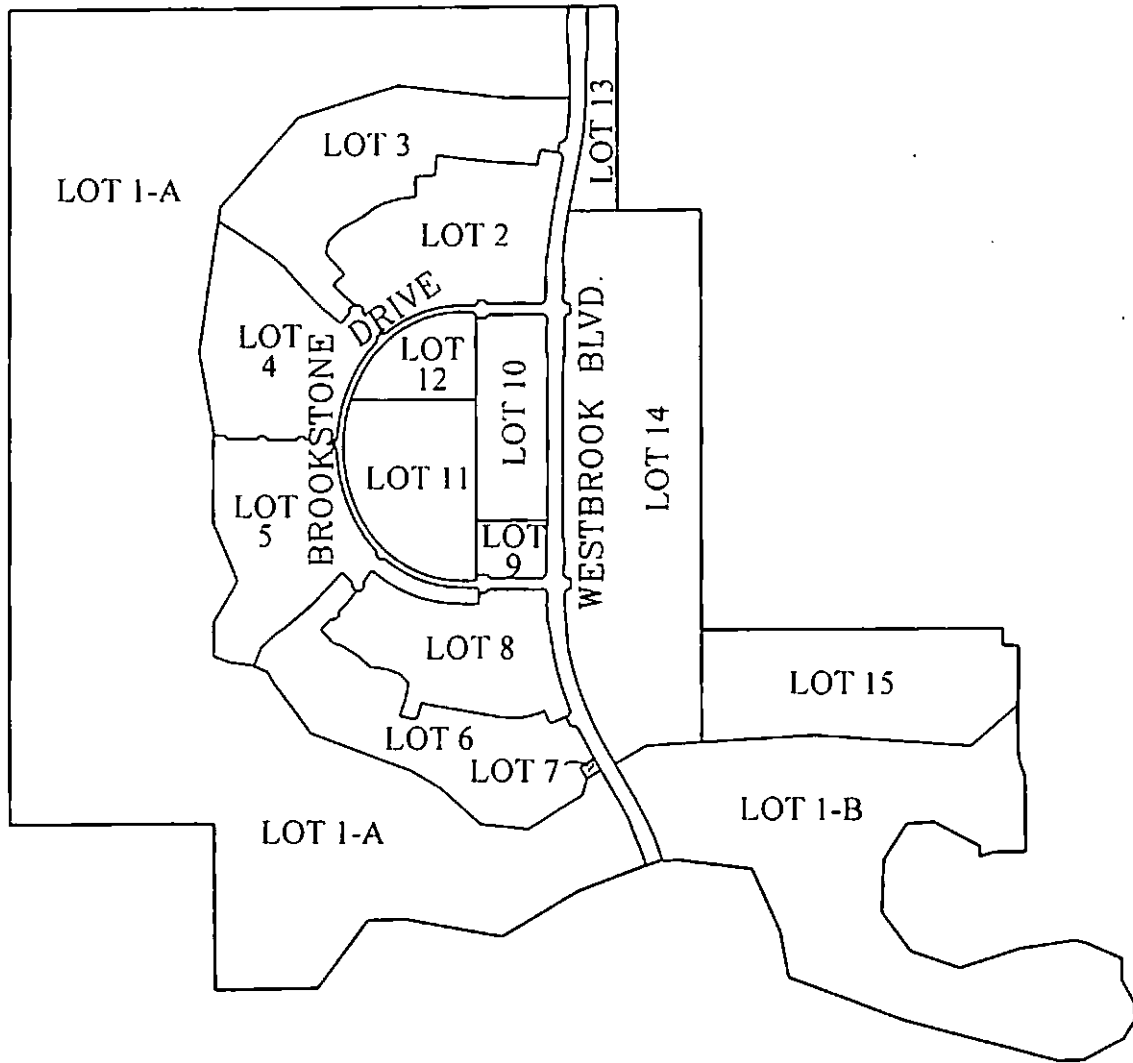


EXHIBIT B
 DEVELOPMENT AGREEMENT
WESTPARK PHASE 4
 LOTS 1-A, 1-B, 2-15, BROOKSTONE DRIVE,
 WESTBROOK BOULEVARD PER CC MAPS 29
 COUNTY OF PLACER ROSEVILLE, CA.

MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS

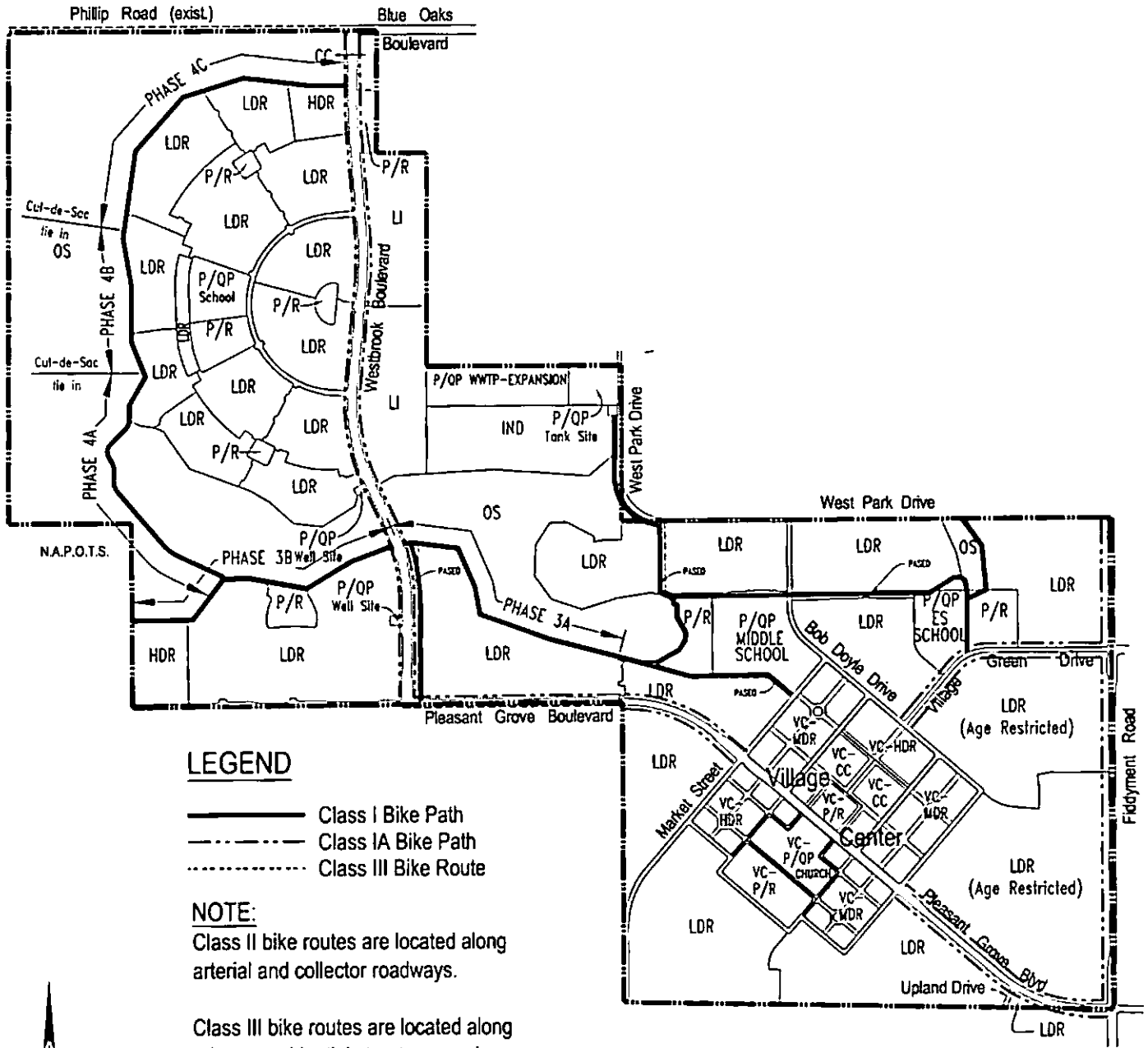
1562 Eureka Road, Suite 100, Roseville, CA 95681 (916) 773-1189

CES	NTS	08/05/2013	18424.PH4
DRAWN BY	SCALE	DATE	JOB NO.

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

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 [1] I:\18424\images\Aerials\Other\J4307.dwg [2] P:\18424\survey-M5\mapping\fm\PHASE 4 - 04_2013\Ph4 LLM base.dwg

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.

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Exhibit MM

Westpark Phase 4 Water Conservation Plan

Technical Memorandum

To: Jeff Jones and John Tallman
From: Terrence Salonga
Reviewed by: Kyle Horn P.E.
Subject: Westpark Phase 4 - Water Conservation Plan
Date: July 1, 2013

Introduction

HydroScience Engineers (Hydroscience) was retained by West Roseville, LLC, to prepare a Water Conservation Plan (WCP) for the Westpark Phase 4 development, a portion of the West Roseville Specific Plan. The City of Roseville (City) has requested that the Owner incorporate water conservation measures into the Westpark design to reduce the overall potable and recycled water demands.

This technical memorandum fulfills the City's request that a water conservation plan be prepared, and identifies potentially feasible efforts and planning approaches to reduce water usage in the Westpark Phase 4 development. The water conservation measures selected for implementation are the same measures recently adopted by the City in the Water Conservation Plans for Westpark Phase 3, Westbrook, and the Sierra Vista Specific Plan. These measures were selected based on their ability to cost-effectively achieve the necessary water savings. The potential reduction in demand for several of these methods is presented in the following steps:

- Develop a baseline water use inventory for the project
- Identify and describe methods for reducing water consumption
- 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 Westpark. Additionally, all water conservation calculations do not include the 2% system losses.

Table 1: Water Use Factors and Demands

Land Use Designation	Abbreviation	Total Area (acres)	Dwelling Units	Water Use Factor ¹	Annual Demand ² (AFY)
Residential					
Low Density Residential	LDR	161.83	693	600 gpd/DU	466
Low Medium Density Residential	LMDR	37.02	194	521 gpd/DU	113
High Density Residential	HDR	7.92	170	177 gpd/DU	34
Non-Residential					
Community Commercial	CC	2.99	-	2,598 gpd/acre	9
Park	PR	13.99	-	2,988 gpd/acre	47
Light Industrial	LI	55.16	-	2,598 gpd/acre	161
Industrial	I	32.86	-	2,562 gpd/acre	94
Elementary School	P/QP	8.50	-	3,454 gpd/acre	33
Well	P/QP	0.30	-	1,780 gpd/acre	1
Totals		698.75³	1,057		957
Total Demand with 2% System Losses					976

Notes:

1. Demand use factors are based on the "Phase II Report TM 7" factors in Table 1-1 of MWH's TM1 (MWH, 2002).
2. Annual demand based on the Westpark Phase 4 land use plan dated April 22, 2013 and the demand use factors noted above.
3. The total area acreage is inclusive of 17.52 acres of Major Roads, 15.00 acres of WWTP, and 345.66 acres of Open Space that have no potable water demands associated. Potable water demands for the WWTP expansion parcel were not included in this analysis due to the property being located outside the project boundary.

For single-family residential areas, the annual water demands shown in Table 1 were subdivided based on estimated residential water usage for the City, 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 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>

Water demands were separated for the front and back yards of LDR and LMDR parcels to allow different conservation measures to be applied in each yard. Steps like limiting turf in the front yards may not necessarily be feasible in the back yards of these parcels. LDR and LMDR properties typically have a driveway in the front of the house, resulting in a slightly larger area in the back yard requiring irrigation. This resulted in an estimate of 60% of the total landscape demand applied to the back yard and 40% for the front yard.

The base front yard demand is 40% of the total landscape demand of 51% (Table 2), or 20.4% of total residential water usage. The base backyard demand is 60% of the total landscape demand of 51% (Table 2), or 30.6% of total residential water usage. The estimated baseline water use is shown in Table 3.

Due to high-density residential (HDR) parcels being irrigated with recycled water, exterior irrigation demands were calculated based on the calculations contained in the Westpark Recycled Water Master Plan, but updated per the new Phase 4 land use plan and City-approved irrigated acreage assumptions.

Table 3: Residential Base Water Use

Land Use Designation	Annual Demand (AFY)	Annual Front Yard Demand (AFY)	Annual Back Yard Demand (AFY)	Total Annual Irrigation Demand (AFY)
Low Density Residential	466	95	143	238
Low Medium Density Residential	113	23	35	58
High Density Residential	34	7	0	7
Total	613	125	178	303

Notes:

1. Demand for HDR parcels was calculated differently from LDR and LMDR 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.

Methods for Reducing Water Consumption

Methods that could be used in combination to reduce water consumption in Westpark 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. Planting varieties are available that dramatically reduce water demand when used to replace turf. The actual demand for these plantings will depend on the individual species planted. Data provided by the City water conservation staff indicates replacing turf with low water use plantings could reduce irrigation demands by 70%.

Residential: It was assumed that replacing turf with low water use plantings could be accomplished on all types of residential property, including low, low medium, 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 for low and low medium 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.
- Planting the remaining 28% of the front yard landscaped area with low water using materials results in:
 - 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 that low water use plantings use between 65-75% less water than an average turf lawn (Garden Notes, June 2008).

- Low water use plantings use low volume systems like a drip or micro spray system designed 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%
Low Medium Density Residential	75%	70%	5%	42%	33%
High Density Residential	75% ³	70%	5%	42%	33%

Notes:

1. As a percentage of the front yard
2. Includes 5% existing low water use plantings + 28% new low 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	95	93	69	26	Potable
Low Medium Density Residential	23	23	17	6	Potable
High Density Residential	7	7	5	2	Recycled
Total	125	122	91	34	

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 are 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.

$$\text{Turf: } 95AFY * \left(\frac{70\%}{71.5\%} \right) = 93AFY \qquad \text{Low Water Use: } 95AFY * \left(\frac{1.5\%}{71.5\%} \right) = 2AFY$$

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.

$$93AFY * \left(\frac{42\%}{70\%} + \frac{28\% * 30\%}{70\%} \right) + 2AFY = 69AFY$$

Non-Residential: Turf reduction on non-residential parcels within Westpark was assumed to be employed in the parks and light industrial/industrial parcels. The assumptions used to estimate water conservation in these areas are as follows:

- Parks assumed to use 98% of all water for landscape irrigation.
- Parks estimated to irrigate approximately 75% of their parcel area. It was assumed the 75% turf would be reduced to 60%, with the remaining 15% turf being converted to low water use plantings.
- Light industrial, industrial, and major roads parcels were assumed to use 100% of their non-potable water for landscape irrigation.
- Light industrial and industrial parcels estimated to irrigate approximately 10% of their parcel area. Of that irrigated area, 50% was assumed to be turf and the remaining 50% low water use plantings. It was assumed that the 5% turf would be reduced to 2.5% turf with the remaining 2.5% turf being converted to low water use plantings.
- Major roads were estimated to irrigate approximately 20% of their parcel area. Of that irrigated area, 75% was assumed to be turf and the remaining 25% low water use plantings. It was assumed that the 15% turf would be reduced to 5% turf with the remaining 10% turf being converted to low water use plantings.
- For the Roseville area, low water usage plantings assumed to use 30% of the water used on turf (a 70% water savings).
- Low volume irrigation systems like a drip or micro spray system design will be used for low water use areas to achieve uniformity of 90% rather than an overhead spray irrigation system.

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
Light Industrial	16	5%	2.5%	7.5%	12	4	Recycled
Industrial	9	5%	2.5%	7.5%	6	3	Recycled
Parks	34	75%	60%	15%	29	5	Recycled
Major Roads	19	15%	5%	15%	11	8	Recycled
Total	78				58	20	

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%.

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. Additionally, the developer will educate the homeowner on how to use the smart irrigation controller. Considering these issues, the percent of water savings for this measure using smart irrigation controllers 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, except in the case of the Elementary School, which will not have any turf reduction.

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	69	55	14	Potable
Back Yard	143	114	29	Potable
Low Medium Density Residential				
Front Yard	17	14	3	Potable
Back Yard	35	28	7	Potable
High Density Residential	5	4	1	Recycled
Elementary School	13	10	3	Recycled
Light Industrial	12	10	2	Recycled
Industrial	6	5	1	Recycled
Parks	29	23	6	Recycled
Major Roads	11	9	2	Recycled
Total	340	272	68	

Notes:

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

As an example of how these values were calculated, for the low-density residential front yards, the annual demand is 69 AFY. Assuming that this demand is reduced by 20% when using smart irrigation controllers, the reduced demand is estimated to be:

$$69 \text{ AFY} * (80\%) = 55 \text{ AFY}$$

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
Westpark			
Low Density Residential	693	6	Potable
Low Medium Density Residential	194	2	Potable
High Density Residential	170	1	Potable
Total	1,057	8	

As an example of how these values were calculated, for the low-density residential land use, the total number of dwelling units is 605. The reduced water demand would be estimated to be:

$$693DU * 7.5 \frac{gal}{day} * \frac{AF}{325,851gal} * 365day/yr = 6AFY$$

Summary

The total estimated volumes of water conserved for each of these water conservation measures for the Westpark land use plan are summarized in Table 9. This volume of water conservation includes both conservation of potable and recycled water. The water savings calculation is based on the total water demands for each land use calculated in Table 1, including the 2% addition for water losses.

Table 9: Westpark Water Conservation Estimate

Method	Original Total Water Demand (AFY)	Potable Water Savings (AFY)	Recycled Water Savings (AFY)	Total Volume of Water Savings (AFY)	Total Percentage of Water Savings ¹
Westpark					
Reduced landscape turf – residential	976	32	2	34	3.5%
Reduced landscape turf – parks, industrial		-	20	20	2.0%
Smart irrigation controllers – all types of land uses		53	15	68	7.0%
Re-circulating hot water – residential		8	-	8	0.9%
Total		93	37	130	13.4%

Notes:

- Percentages rounded to the nearest tenth of a percent, and represent overall water conservation percentages for both potable and recycled water.

If the described water conservation measures described in this memorandum were taken for Westpark Phase 4, it is estimated that Westpark Phase 4 overall water demand would be reduced by 130 AFY yielding an adjusted water demand of 846 AFY. This represents a 13.4% reduction from the original water demand for Westpark of 976 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 and required adherence to the water budget.
- 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 incorporate their backyard irrigation system into the controller and provide 'waterwise education material'.

References

1. EIP Associates, *West Roseville Specific Plan* February, 2004.
2. HydroScience Engineers, *Recycled Water Study for West Roseville Specific Plan Area*, May 2003.
3. MWH, Technical Memorandum 1; Unit Water Demand Factor Revision, November 6, 2002.
4. University of California Cooperative Extension, Sacramento County Agriculture and Natural Resources, Garden Notes, June 2008.
5. US Bureau of Reclamation, Summary of Smart Controller Water Savings Studies, April 2008.
6. West Roseville, LLC, *Westpark Phase 4 Land Use Plan*, April 22, 2013.

ORDINANCE NO. 5217

ADOPTING A FIFTH 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 Fifth 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 4.

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

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

SECTION 3. The Fifth 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 Fifth 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.

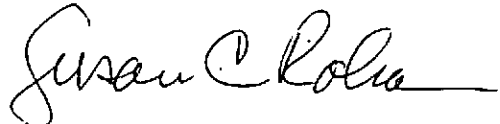
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in 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 7th day of August, 2013 by the following vote on roll call:

AYES COUNCILMEMBERS: Roccucci, Herman, Gore, Rohan


NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Garcia



MAYOR

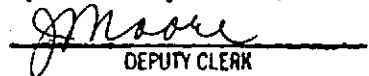
ATTEST:



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