



PLACER, County Recorder

RYAN RONCO

DOC- 2017-0082175-00

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

FRIDAY, OCT 20, 2017 10:25:11
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 # 02636396
CLK98BT282/TN/1-19

(THIS SPACE RESERVED FOR RECORDER S USE)

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

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

This Eighth Amendment of Development Agreement is entered into this 20th day of October 2017, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and VC 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. 2013-0082173-00.

H. On August 7, 2013, City and Developer entered into the Fifth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on August 20, 2013, as Document No. 2013-0082447-00.

I. On December 17, 2014, City and KB Home Sacramento, Inc., Developer's assignee on a portion of Phase 3 of the Property, entered into the Sixth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on December 22, 2014, as Document No. 2014-0091940-00.

J. On May 4, 2016, City and Developer entered into the Seventh Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on May 11, 2016, as Document No. 2016-0035987-00.

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

L. The Eighth Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

a. 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	386 units on 21.8 Net Acres
Medium Density Residential	454 units on 53.7 Net Acres
Community Commercial	6.4 Net Acres
Park	12.7 Net Acres
Church	10.8 Net Acres"

b. DELETE SECTION 3.5.6.3. Section 3.5.6.3 is deleted in its entirety.

c. 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"."

d. 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 47.80 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 3.71 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, W-51 and W-54 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."

e. REVISED SECTION 3.12.3. Section 3.12.3 is revised to add a new final paragraph as follows:

“Upon the issuance of the first residential building permit on either Parcel W-28 or Parcel W-29, Developer shall pay in a lump sum payment the total Neighborhood Park Fee of \$2,897 per single-family residential unit for all the single-family residential units to be built in Parcels W-28 and W-29, subject to annual adjustment, on July 1, based on the percentage change in the CCI.”

f. REVISED SECTION 3.12.4. Section 3.12.4 is revised to add a new final paragraph as follows:

“Upon the issuance of the first residential building permit on either Parcel W-28 or Parcel W-29, Developer shall pay in a lump sum payment the total City-Wide Park Fee of \$2,387 per single-family residential unit for all the single-family residential units to be built in Parcels W-28 and W-29, subject to annual adjustment, on July 1, based on the percentage change in the CCI.”

g. NEW SECTION 3.12.4.2. Section 3.12.4.2 is added to read as follows:

“3.12.4.2 City-Wide Park Fee for Village Center Community Commercial Parcel W-32. For the community care facility built on Village Center Community Commercial Parcel W-32, Developer shall pay City-Wide Park Fees at the then prevailing \$2,387 City-Wide Park Fee amount for each of the assisted living units built on Parcel W-32, excluding units designated for memory care residents, to be paid to City in a lump sum payment upon issuance of the first building permit for the community care facility built on Parcel W-32, subject to annual adjustment, on July 1, based on the percentage change in the CCI. At the time of approval of this Eighth Amendment, 27 of the planned 87 assisted living units on Parcel W-32 are planned to be memory care units, and so the 60 non-memory care assisted living units planned to be built on Parcel W-32 would generate a total of \$143,220 in City-Wide Park Fees, to be paid in a lump payment to City at the time of issuance of the first building permit for the community care facility to be built on Parcel W-32. City agrees that the City-Wide Park Fees collected from the community care facility on Parcel W-32 shall be utilized to construct improvements on Village Green Park Parcel W-54. City further agrees that any community care facility built on Parcel W-32 shall not be subject to neighborhood park fees, paseo fees, and bike trail fees in the WRSP, and not subject to any Public Benefit Fee

under Section 3.14.3, any General Fund Contribution under Section 3.14.4, or any Community Benefit Fee under Section 3.14.19.”

h. NEW SECTION 3.12.4.3. Section 3.12.4.3 is added to read as follows:

“3.12.4.3. Timing of Village Green Park Construction. City desires to commence construction of the improvements on Village Green Park Parcel W-54 at the earliest opportunity. Construction of this park facility is dependent upon the collection of various park fees as noted in Sections 3.12.3, 3.12.4, and 3.12.4.2 above. To ensure that funds will be available for park construction, City agrees to provide Developer with a written notice of City’s intent to construct the park on Parcel W-54 when seeking City Council approval of construction plans and advertisement of bids for Park Parcel W-54. Upon receipt of this notice, Developer shall respond in writing to City within fifteen (15) calendar days, indicating Developer’s timing for obtaining building permits for the Medium Density Residential development on Parcels W-28 and W-29 and for the community care facility on Parcel W-32. If the anticipated building permit issuance date(s) for these parcels fall beyond the projected completion date of the Village Green Park improvements, City in its sole discretion may elect to postpone construction of the Village Green Park improvements until such funds are made available to City.”

i. NEW SECTION 3.14.19. Section 3.14.19 is added to read as follows:

“3.14.19 Community Benefit Fee. As partial consideration for this Eighth Amendment, to help fund the construction of the improvements to the Village Green Park Parcel W-54, and to ensure that the development of properties that are the subject of this Eighth Amendment will benefit current and future residents of Roseville, Developer shall pay in a lump sum payment a Community Benefit Fee of \$5,000 per single-family residential unit for sixteen (16) residential units upon the issuance of the first residential building permit on either Parcel W-28 or W-29.”

j. REVISED SECTION 3.24. New Disclosure 30 is added as follows:

“30. The Eighth Amendment Property is subject to aircraft over flights and related noise from McClellan Airfield and Sacramento International Airport.”

k. DELETE SECTION 4.4.3. Section 4.4.3 is deleted in its entirety.

1. REVISED SECTION 4.4.4. Section 4.4.4 revised in its entirety to read as follows:

“A commercial development may be eligible for deferral of certain City fees, except that no fees for parks (including neighborhood, citywide or regional parks, open space preserves, paseos or bike trails) may be deferred. Fee deferrals may be granted according to Chapter 4.04 of the Roseville Municipal Code and existing City policy.”

m. REVISED EXHIBITS. The exhibits attached to the Development Agreement are proposed to be either deleted and replaced by new exhibits attached to this Eighth Amendment, in the case of Exhibits C, DD, and HH, or are attached to this Eighth Amendment as exhibits for this Eighth Amendment only, in the case of Exhibits A and B, as follows:

Exhibit A - Eighth Amendment Property
Exhibit B - Legal Description of Eighth Amendment Property
Exhibit C - Land Use Plan
Exhibit DD - Parks and Open Space
Exhibit HH - Community Facilities District Property

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

3. AMENDMENT. This Eighth 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 Eighth Amendment is executed in two duplicate originals, each of which is deemed to be an original.

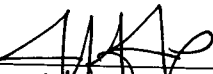
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Eighth Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 5871, adopted by the Council of the City of Roseville on the 20th day of September, 2017.

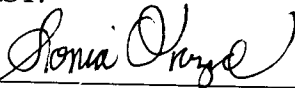
CITY OF ROSEVILLE,
a municipal corporation

VC ROSEVILLE, LLC,
a California limited liability
company

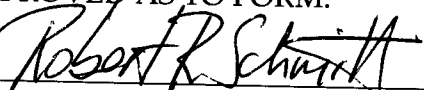
By: 
Rob Jensen
City Manager

By: 
Its: Manager

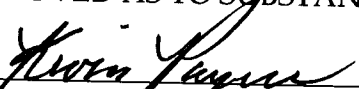
ATTEST:

By: 
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: 
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By: 
Kevin Payne
Development Services Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of PLACER)
On 8/2/17 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 this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Eighth Amendment of Development Agreement
Document Date: _____ Number of Pages: 9 + Exhibits
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit A 8th Amendment Subject Property

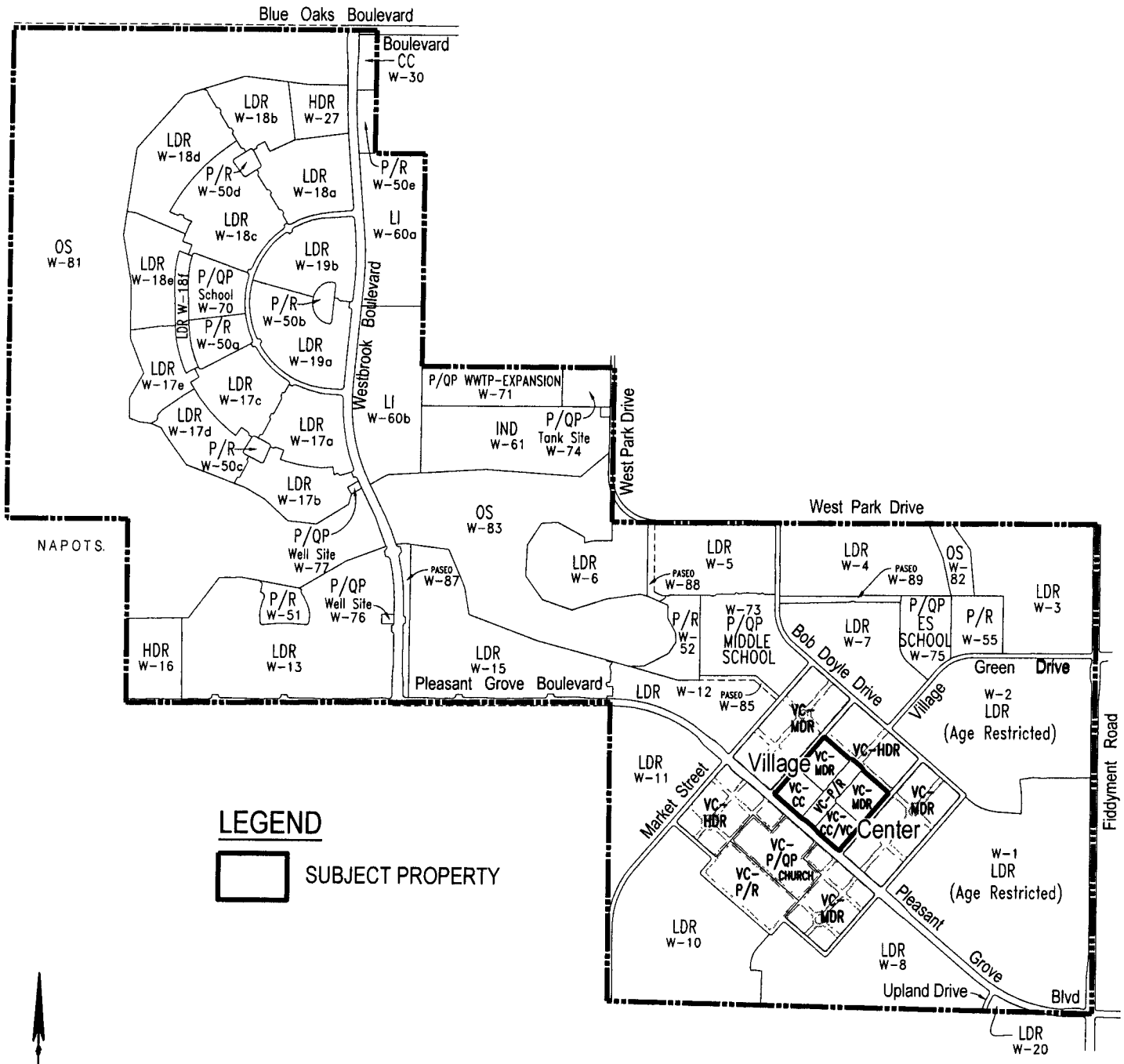


EXHIBIT B

Legal Description of the Eight Amendment Property

Parcels 1 through 4, inclusive, and Parcel A as shown and so designated on that certain Parcel Map entitled "Westpark – Phase 1 Village Center, Subdivision No. PL 17-0058" filed for record on October 11, 2017 in Book 35 of Parcel Maps, at Page 138, Placer County Records.

Exhibit C Land Use Plan

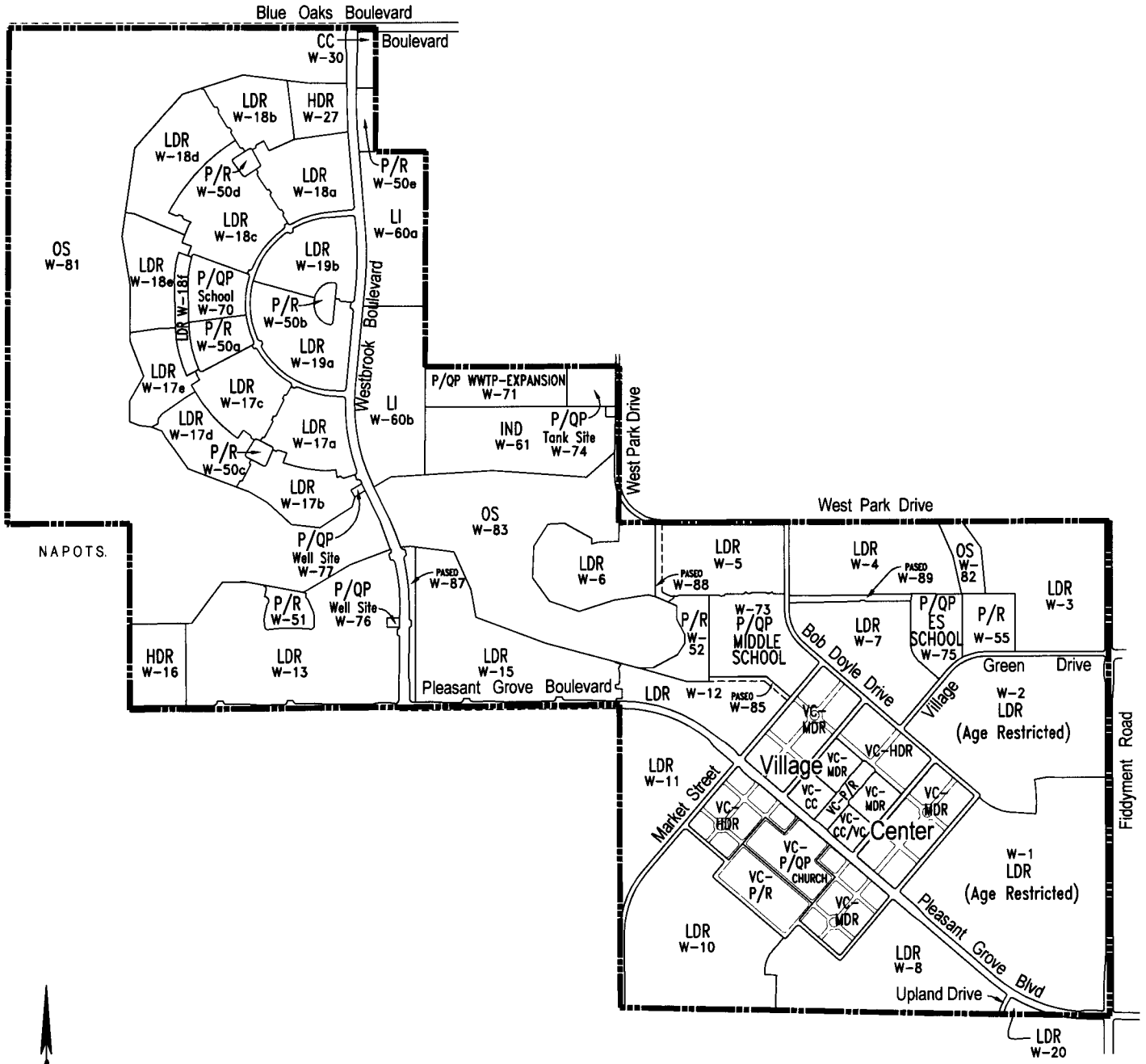


Exhibit DD Parks and Open Space

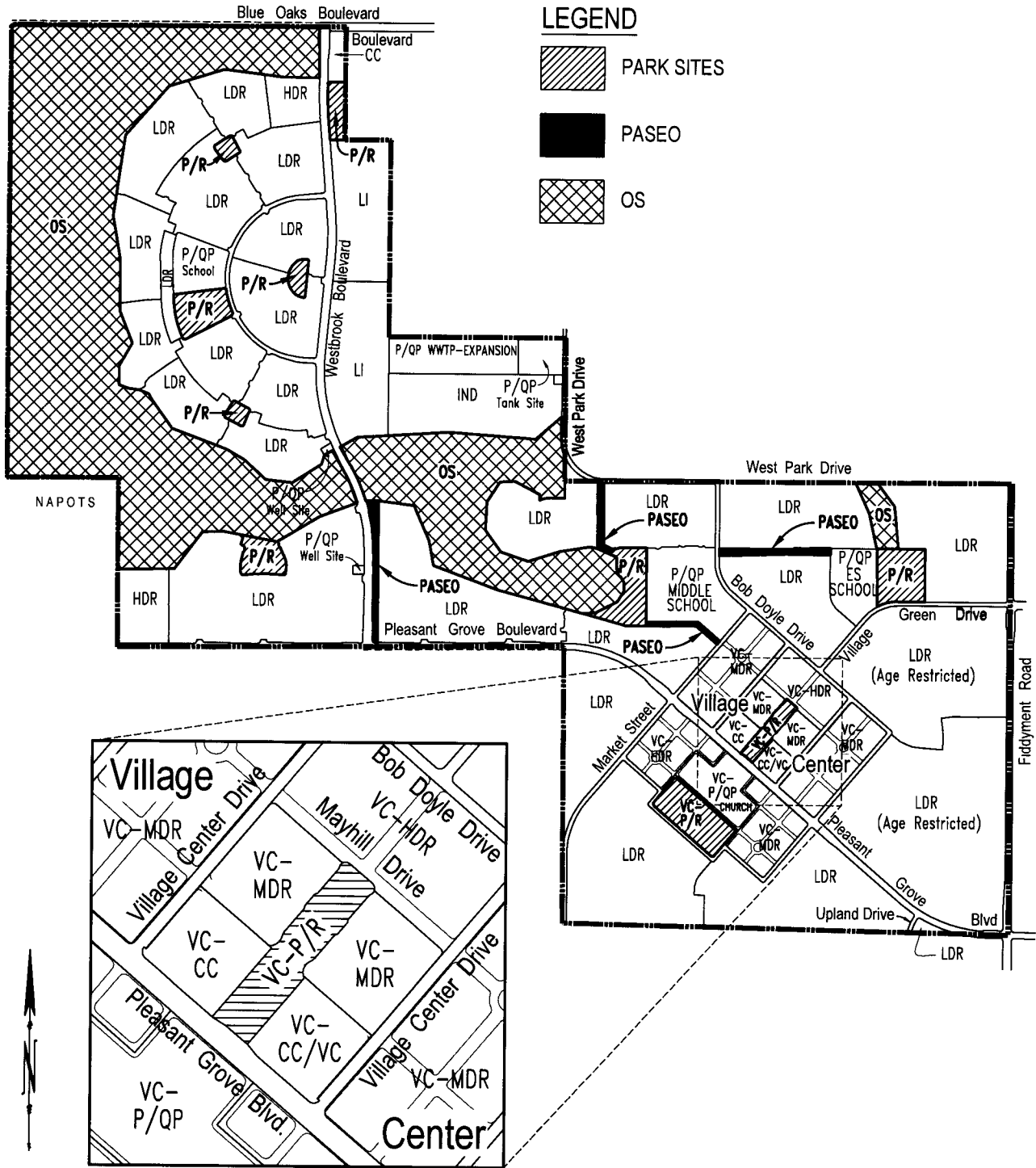
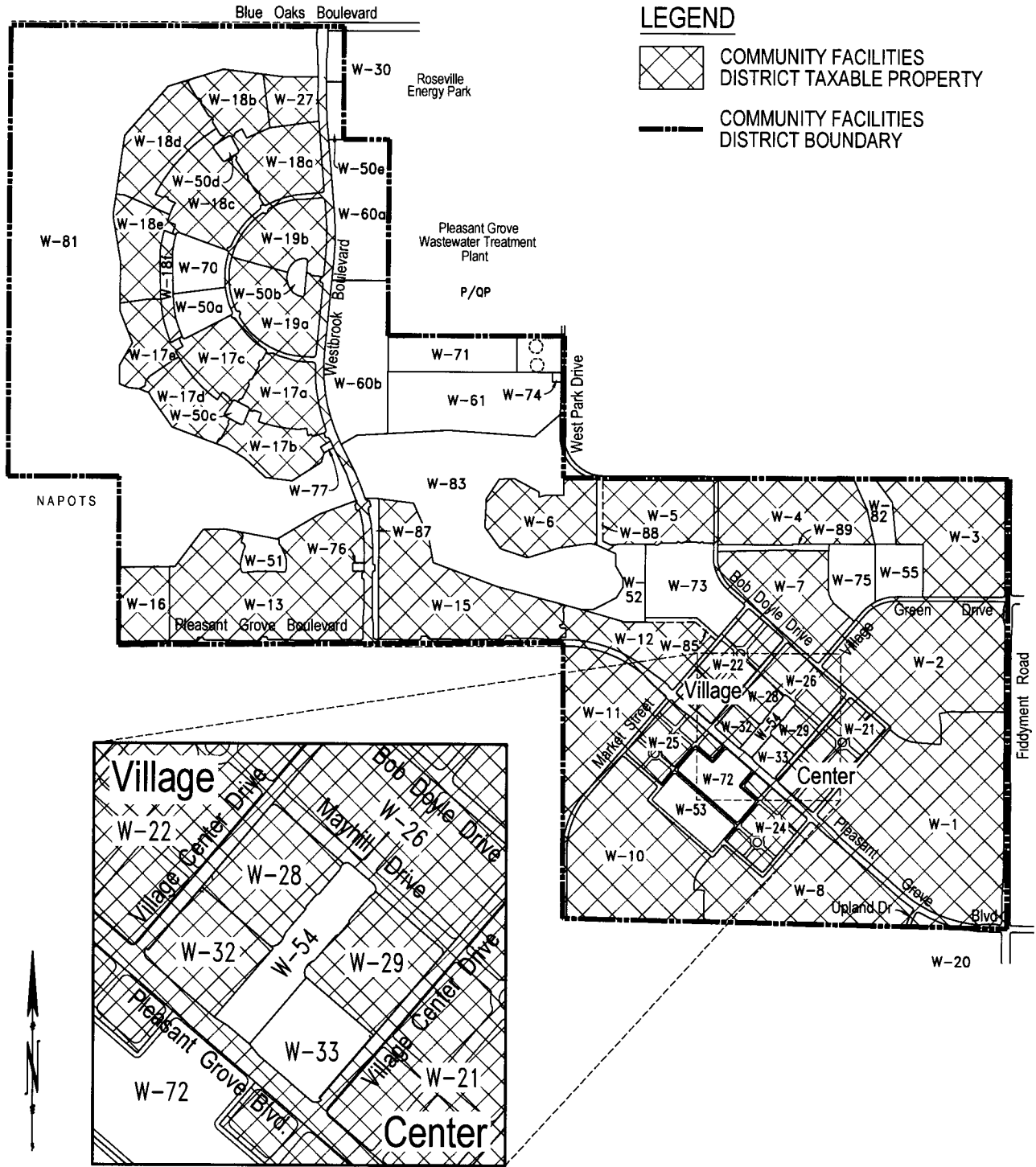


Exhibit HH

Community Facilities District Property



ORDINANCE NO. 5871

ADOPTING AN EIGHTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND VC ROSEVILLE, LLC AS ASSIGNEE OF PL ROSEVILLE, LP, RELATIVE TO THE WEST ROSEVILLE VILLAGE CENTER PROJECT 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 an Eighth Amendment to Development Agreement by and between the City of Roseville and VC Roseville, LLC as assignee of PL Roseville, LP, pertaining to the property located within the West Roseville Specific Plan Village Center area.

SECTION 2. Prior to considering the proposed Development Agreement, the City Council considered an Addendum to the West Roseville Specific Plan Environmental Impact Report (EIR) certified on February 4, 2004 pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*; and

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

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

SECTION 4. The Eighth Amendment to Development Agreement, by and between the City of Roseville and VC Roseville, LLC as assignee of PL Roseville, LP, a copy of which is on

file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

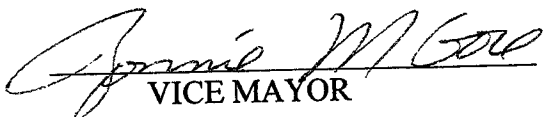
SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 20th day of September, 2017, by the following vote on roll call:

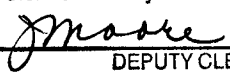
AYES COUNCILMEMBERS: Gore, Alvord, Allard
NOES COUNCILMEMBERS: None
ABSENT COUNCILMEMBERS: Herman, Rohan


VICE MAYOR

ATTEST:


City Clerk

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

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


DEPUTY CLERK