Fiddyment Ranch Phase 3 Specific Plan Amendment

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

(Proposed Changes)

Project Title/Name: Fiddyment Ranch Phase 3 Specific Plan Amendment – Specific Plan Amendment, General Plan Amendment, Subdivision Map, Rezone, Development Agreement Amendment – File #2009PL-130 (SPA-000040, GPA-000059, SUB-000141, RZ-000053 & DA-000044).

Project Address/Location: 3000 Hayden Parkway – The project site is located within the West Roseville Specific Plan (WRSP) area, which encompasses approximately ±3,162 acres located in the northwest portion of the City of Roseville, west of Fiddyment Road. The proposed project will affect ±910 acres of the WRSP north of Blue Oaks Boulevard.

Owner/Applicant: West Roseville Development Company, LLC, Roseville/Fiddyment Land Venture, LLC

Project Planner: Ron Miller, Associate Planner

Project Description: The applicant proposes to amend the West Roseville Specific Plan (WRSP) to accommodate 1,905 additional residential units (580 Low Density Residential units, 609 Medium Density Residential Units, and 716 High Density Residential Units) in Fiddyment Ranch Phases 1, 2, and 3. The revised land use plan will not change the footprint of the WRSP, but would redistribute certain land uses (LDR, LDR (Pocket Parks), MDR and HDR, CC, P/R, OS, P/Q-P, and Right-of-way) within the project area. In addition, the project proposes to change development densities within certain Fiddyment Ranch residential parcels.

The proposed changes resulting from the above-referenced Development Agreement Amendment are reflected in the pages following. Only the Development Agreement sections with proposed changes are included.

Recording Requested by: CITY OF ROSEVILLE

When Recorded Mail to: City Clerk City of Roseville 311 Vernon Street Roseville, CA 95678

Exempt from Recording Fees Pursuant to Cal. Gov. Code §27383

(This Space Reserved for Recorder's Use)

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

This Fourth Amendment of Development Agreement (this "Fourth Amendment") is entered into this ____ day of _______, 2011, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and ROSEVILLE FIDDYMENT LAND VENTURE, LLC, a Delaware limited liability company ("Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

- A. Developer and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on February 29, 2004 in the Official Records of Placer County as Instrument No. 2004-0080708. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.
- B. City and Developer entered into the Development Agreement relative to development within 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.
- C. On January 4, 2006, City and Developer, by Ordinance No. 4324, entered into the First Amendment of the Development Agreement ("First Amendment"). The First Amendment was recorded on March 2, 2006, in the Official Records of Placer County as Instrument No. 2006-0022488.
- D. On June 18, 2008, City and Developer, by Ordinance No. 4668, entered into the Second Amendment of the Development Agreement ("Second Amendment"). The Second Amendment was recorded on July 22, 2008, in the Official Records of Placer County as Instrument No. 2008-0059263.

- E. On September 2, 2009, City and Developer, by Ordinance No. 4767, entered into the Third Amendment of the Development Agreement ("Third Amendment"). The Third Amendment was recorded on September 10, 2009, in the Official Records of Placer County as Instrument No. 2009-0078876.
- F. This Fourth Amendment amends the Development Agreement as to that portion of the WRSP Area described in more detail in Exhibit C attached hereto (the "Affected Property"), and shall run with the land.
 - G. This Fourth Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

Low Density Residential 3,240 units on 769.8 Net Acres; Medium Density Residential 740 units on 73.3 Net Acres: High Density Residential 2,132 units on 86.0 Net Acres; Community Commercial 46.2 Net Acres; Business Professional 0 Net Acres: Park 203.0 Net Acres; Open Space 340.2 Net Acres; Open Space (Paseo) 6.7 Net Acres Schools 72.0 Acres: Fire Station 2.5 Net Acres; Electric Substation 1.6 Net Acres:

Well Sites 0.4 Net Acres; Other Public (Right of Way) 75.8 Net Acres.

- b. REVISED SECTION 2.6. The total number of units which must be affordable to very low, low and middle-income households has increased. Therefore, Section 2.6 of the Development Agreement is hereby amended by deleting "417" and replacing it with "612."
- c. REVISED SECTION 2.6.1. The total number and location of affordable purchase residential units has increased. Therefore, Section 2.6.1 of the Development Agreement is hereby amended in its entirety to read as follows:
 - 2.6.1 <u>Affordable Purchase Residential Units</u>. Developer agrees that 122 units will be reserved on the Property as detached and/or attached single family residential units affordable to middle-income purchasers as follows:

<u>Parcel</u>	Total Units in Parcel	Middle Income Purchase Units
F-6C	300	76
F-11B	182	46

- d. REVISED SECTION 2.6.2.1. The total number and location of affordable rental units has increased. Therefore, Section 2.6.1 of the Development Agreement is hereby amended in its entirety to read as follows:
 - 2.6.2.1 <u>Affordable Obligation</u>. Developer agrees that 490 affordable rental units will be reserved within the Property, including 245 units for rental to very low income households and 245 units for rental to low income households as follows:

Parcel F-20	78 very low income rental units
	76 low income rental units
Parcel F-22	91 very low income rental units
	93 low income rental units
Parcel F-6B	76 very low income rental units
	76 low income rental units

- e. REVISED SECTION 2.6.2.2. Section 2.6.2.2 of the Development Agreement is hereby amended in its entirety to read as follows:
 - 2.6.2.2 <u>Transfer/Satisfaction of Obligation</u>. At the request of Developer, the affordable rental housing obligation (or any portion thereof) may be transferred, with the consent of the Economic and Community Services Director, from one Parcel within the Property to another Parcel within the Property. No such transfer shall require an amendment to this Agreement, but City and Developer shall execute an instrument memorializing such transfer of obligation that shall be recorded against the affected parcels, with reference to this Agreement. Provided, however, in no event shall a transfer result in any one parcel containing more than 200 affordable units.
- f. REVISED SECTION 3.3. With respect to the Affected Property, the following is hereby added to Section 3.3 of the Development Agreement:

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

The City has confirmed that progression of development in sub-phases as described in the Phasing Matrix includes the necessary facilities to support the approved land uses within each of the sub-phases if built in the sequence described in the Phasing Matrix. If Developer proposes to develop a portion of the Affected Property out of sequence from that set

forth in the Phasing Matrix, then, prior to the issuance of a building permit in the applicable sub-phase, the City may require special studies to confirm that the necessary facilities, including, sanitary sewer, recycled water, potable water, and roadway serving the applicable out-of-sequence sub-phase will be provided. Developer will be responsible for all reasonable third-party costs associated with the preparation of any required special studies, and for the cost of City staff (on a time and materials basis) required for such confirmation.

- a. REVISED SECTION 3.5.2. Section 3.5.2 of the Development Agreement is hereby amended in its entirety to read as follows:
 - 3.5.2 Arterial Roadways. Developer shall dedicate all necessary rights-of-way and shall construct roadway improvements for the arterial roadways as shown in Exhibit "H", attached hereto and described in the Phasing Plan, Exhibits "F" and "OO", except for Blue Oaks Boulevard, the construction obligation for which is set forth in Section 3.5.2.2 below. Arterial roadways within the Property consist of Fiddyment Road and Blue Oaks Boulevard. City and Developer acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Phasing Plan. Unless specifically identified in Section 3.5.19, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required roadway improvement.

The phasing and improvements required for each arterial are shown on Exhibit "H" as described in the Phasing Plan, Exhibits "F" and "OO.

- g. REVISED SECTION 3.5.3.1. Section 3.5.3.1 of the Development Agreement is revised in its entirety to read as follows:
 - 3.5.3.1 Westpark Drive (formerly Phillip Road). Developer and Westpark shall each be responsible for fifty percent (50%) of the cost to construct Westpark Drive north of the Pleasant Grove Wastewater Treatment Plant, both shares of which will be paid upon the earlier of the following to occur:
 - (i) Commencement of the construction of Blue Oaks Blvd from the westerly property line of Open Space Parcel F-85 to Westpark Drive by the City or others;
 - (ii) Issuance of a grading permit within the Affected Property; and
 - (iii) Issuance of a grading permit within Phase 4 of Westpark.

The improvements to be included in the Blue Oaks Boulevard Off-Site Road Fee shall include all costs reasonably associated with construction

of Westpark Drive north of the Pleasant Grove Wastewater Treatment consistent with Exhibits "F" and "____". A general description of these improvements includes:

- Design, engineering, plan check and inspection fees.
- One-half of the cost of environmental consultation related to state and federal wetlands and endangered species permitting.
- Grading of the 48 foot section for Westpark Drive, plus eight foot benches on either side of Westpark Drive behind back of curb.
- Transition grading to the Westpark Drive right of way to match existing grade.
- Structural section for Westpark Drive including subgrade, base material, asphalt, and curb and gutter.
- Dry utilities (electric, gas, telephone, cable TV).
- · Street lights.
- The WRSP percentage share, based on proportional flows, of the cost of 24" potable water line, as defined in the Technical Memorandum prepared by Hydroscience, dated May 9, 2011 utilizing the figures in Scenario 2 in Table 5 of the report.
- The WRSP percentage share, based on proportional flows, of the cost of a 36" recycled water line, as defined in the Technical Memorandum prepared by Hydroscience, dated May 9, 2011 utilizing the figures in Scenario 2 (but to exclude Regional University) in Table 2 of the report.
- Signage and Striping.
- One-half of the cost of direct impacts to wetlands or other regulated habitat across the constructed section of Westpark Drive.
- One-half of the cost of indirect impacts to vernal pools or regulated habitat adjacent to the constructed Westpark Drive as determined by the regulatory agencies.
- Soft Costs for Construction Management shall be limited to no more than three percent (3%) of the total cost of construction and shall be included in the City's ordinary soft cost components for establishing City-wide fee programs.

Portions of the realigned and reconstructed 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. NEW SECTION 3.5.3.2. The following is hereby added as Section 3.5.3.2 to the Development Agreement:
 - 3.5.3.2 <u>Blue Oaks Boulevard (Off-site)</u>. The northerly half of Segments 1 through 4 of Blue Oaks Boulevard, as defined below and as shown in Exhibit "F", from the westerly boundary line of the Fiddyment Property to the intersection of Westbrook Boulevard as shown in Exhibit "F" ("Blue Oaks Boulevard (Off-site)") shall be constructed by other parties, and the costs to construct such segments are allocated as follows:
 - Segment 1: Westerly side of the Hayden Parkway/Blue Oaks Boulevard intersection to the westerly property line of the Fiddyment property. (Cost allocation: 100% Fiddyment).
 - Segment 2: Westerly property line of Fiddyment Ranch to the west side of the Blue Oaks Boulevard/Westpark Drive intersection. (Cost allocation: 100% City TMF).
 - Segment 3: West side of the Blue Oaks Boulevard/Westpark Drive intersection to the eastern property line of Parcel W-60. (Cost allocation: 50% Westpark; 50% Fiddyment).
 - 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% Westpark).

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 cost obligation set forth in this Section 3.5.3.2 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 fee due at building permit for all building permits in the Affected Property and Phase 4 of Westpark, and dedicated to Segments 3 and 4 of the Blue Oaks Boulevard off-site improvements described in this Section 3.5.3.2 (the "Blue Oaks Fee").

Developer shall submit cost estimates for City review and approval to determine the amount of the Blue Oaks Fee within six (6) months of the effective date of the Fourth Amendment. The cost shall be divided equally between Fiddyment Ranch and Westpark, and shall become the numerator in the equation to determine the amount of the Blue Oaks Fee for each project. The denominator for Fiddyment Ranch shall be the total

number of EDU's in the Affected Property. The denominator for Westpark shall be the total number of EDU's in Phase 4.

The Blue Oaks 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).

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.

If, at the time that the Blue Oaks Boulevard (off-site) improvements are constructed, the revenues from the Blue Oaks Boulevard Off-Site Road Fee and the City Traffic Mitigation Fund Fee, as applicable, are sufficient to satisfy the costs of said improvements, City shall cease collecting the Blue Oaks Fee.

The Blue Oaks Fee shall apply to Developer's and Westpark's allocated costs for Segments 3 and 4 of Blue Oaks Boulevard (Off-site) set forth in this Section 3.5.3.2., and shall fully satisfy the obligations of Developer and Westpark to fund off-site portions of Blue Oaks Boulevard.

The costs of construction that will be included within the Blue Oaks Fee shall be 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). Such costs include:

- Design, engineering, plan check and inspection fees.
- Environmental consultation related to state and federal wetland and endangered species permitting.
- Grading street section for the southerly one-half section of the Blue Oaks Boulevard right of way plus turn lanes, bus turnouts, one half of the median, and an 8-foot bench behind the curb, approximately 58 feet in width.
- One-half of a 14 foot landscaped median.
- Transition grading adjacent to the northerly one-half section to match existing grade.
- Structural section of the southerly 3 lanes of Blue Oaks Boulevard including subgrade, base material, asphalt, median curb and curb and gutter along the south edge of the road, excluding the 22 feet of pavement to be paid by City TMF Fee revenues.

- The WRSP percentage share, based on proportional flows, of the cost of 24" potable water line, as defined in the Technical Memorandum prepared by Hydroscience, dated May 9, 2011 utilizing the figures in Scenario 2 in Table 5 of the report.
- The WRSP percentage share, based on proportional flows, of the cost of a 36" recycled water line, as defined in the Technical Memorandum prepared by Hydroscience, dated May 9, 2011 utilizing the figures in Scenario 2 (but to exclude Regional University) in Table 2 of the report.
- Direct impacts to wetlands or other regulated habitat located with the footprint of the three lanes, median and transition grading area for the southern half of Blue Oaks Boulevard.
- One-half of the cost of indirect impacts to vernal pools or regulated habitat south of the constructed roadway section as determined by the regulatory agencies.
- Signage and striping.
- Street lights on the southern section of Blue Oaks Boulevard for Segments 3 and 4.
- Soft Costs for Construction Management shall be limited to no more than three percent (3%) of the total cost of construction and shall be included in the City's ordinary soft cost components for establishing City-wide fee programs.

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 ______ days of invoice from the constructing party.

b. REVISED SECTION 3.5.11. The following provisions are hereby added to Section 3.5.11 of the Development Agreement:

Concurrent with the construction of Phase 2 of Fiddyment Ranch, in accordance with the Phasing Plan, construct the south half of the Blue Oaks Boulevard Bridge over Kaseberg Creek adjacent to Parcel F-54 to provide two travel lanes, two bike lanes, curb / gutter / sidewalk / handrail (south side only), barriers, streetlights, joint trench and in-street utilities. Developer shall receive transportation fee credits from the City of

Roseville in an amount equal to the cost of the bridge improvements constructed by Developer.

Concurrent with the construction of Phase 2 of Fiddyment Ranch, in accordance with the Phasing Plan, complete the construction of the southern 2-lanes of Blue Oaks Boulevard adjacent to Parcel F-5 by adding the final lift of paving. Developer shall receive transportation fee credits from the City of Roseville in an amount equal to the cost of the paving, in excess of Frontage Improvements, incurred by Developer.

Concurrent with the construction of Phase 2 of Fiddyment Ranch, in accordance with the Phasing Plan, construct south half of ultimate 6-lane Blue Oaks Boulevard (configured as two lanes) including bike lanes, curb/gutter/sidewalk (south side only), streetlights, joint trench and all instreet utilities from west of the Blue Oaks Boulevard Bridge to the easterly parcel line of F-5 (651+/- LF). Developer shall receive transportation fee credits from the City of Roseville in an amount equal to the cost of the paving, in excess of Frontage Improvements, incurred by Developer.

Concurrent with the construction of Phase 3, in accordance with the Phasing Plan, Construct Blue Oaks Boulevard west of Hayden Parkway (1,558+/-LF) to the westerly boundary of the Fiddyment Ranch parcel. This portion of Blue Oaks Boulevard shall be a 2-lane road and shall transition from the south side of the right of way at the Hayden/Blue Oaks intersection to be on the north side of the right of way at the westerly boundary of the open space parcel in Fiddyment known as parcel F-85. The road section shall include bike lanes, curb, gutter, streetlights, and joint trench. Developer shall receive transportation fee credits from the City of Roseville in an amount equal to the cost of the paving, in excess of Frontage Improvements, incurred by Developer.

- c. DELETED SECTION 3.5.21. Section 3.5.21 of the Development Agreement regarding widening Fiddyment Road from Pleasant Grove Boulevard to Baseline Road is hereby deleted.
- d. REVISED SECTION 3.7.6. Section 3.7.6 of the Development Agreement is hereby amended with respect to the Affected Property by adding the following provisions:

Developer shall implement the water conservation plan attached to this Fourth Amendment as Exhibit SS in its development of the Affected Property (the "Water Conservation Plan"). The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Affected Property and measures to ensure a water conservation objective of a reduction in water use by 19.7% over current land use characteristics in the Affected Property are achieved in perpetuity, and shall be approved at the discretion of the Environmental Utilities Director prior to issuance of the first building permit in the Affected Property. Such water conservation measures shall include, but

are not limited to, smart timers, re-circulating hot water systems, and turf limitations. The measures implemented shall be disclosed to each purchaser of real property within the Affected Property. Modifications to the Water Conservation Plan that are approved by the Environmental Utilities Director shall not require an amendment to the Development Agreement.

- e. NEW SECTION 3.7.8. The following section is hereby added to the Development Agreement as Section 3.7.8:
 - 3.7.8 Periodic Confirmation of Water Conservation Goal for the Affected Property. The City has determined, and the Developer agrees, that the available water supply is sufficient to serve the Affected Property. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Affected Property. The demand for water at build-out of the Affected Property was determined by reference to the City's current information on water usage for the various land uses included and permitted within the City and the proposed land uses within the Affected Property and by reference to the Developer's Water Conservation Plan which includes a reduction in water use by 19.7% over current use characteristics.

The sources for water evaluated for the Project (including the Affected Area) are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied that the demand and source assumptions relied upon to assure water for the Project (including the Affected Property) are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions used within the Affected Property and used within the Water Conservation Plan as described in Section 3.7.6. Validation of water supplies for the Project is described within Section 5.3 below.

At the time after the completion of 50% of the dwelling units in the Affected Property, and then no more frequently than annually thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Affected Property. Water conserved by Developer pursuant to measures implemented under Section 3.7.6 of this Agreement shall be factored into the review provided hereunder to the benefit of Developer. If the City determines that the actual demand differ materially from the assumptions in the Water Conservation Plan, and that the difference(s) will negatively affect the City's ability to provide water for the Affected 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 Affected Property's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 19.7% over

current potable water usage as set forth herein, and the then-built portion of the Affected Property has met its 19.7% objective set forth in this Section 3.7.8, the residential units for which building permits have not yet been issued within the remainder of the Affected Property shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 19.7% objective set forth in this Section 3.7.8. If the then-built portion of the Affected Property has not met its 19.7% objective, despite implementation of the conservation measures set forth in the Water Conservation Plan, Developer and City shall meet to discuss, in good faith, the achievement of a higher conservation objective within the un-built portion of the Affected Property. Development and implementation of such measures on the un-built units in the Affected Property shall be at Developer's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the Affected Property shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.

- f. REVISED SECTION 3.12. The total amount of active park lands and open-space lands to be dedicated has increased. Therefore, Section 3.12 of the Development Agreement is hereby amended by deleting "active park lands (195.2 acres) and open-space lands (341.3 acres)" and replacing it with "active park lands (203 acres) and open-space lands (346.9 acres)."
- g. REVISED SECTION 3.12.1. The total amount of park land, open-space paseo and open-space land to be dedicated has increased; therefore, Section 3.12.1 of the Development Agreement is hereby amended as follows:
- (i) The introductory paragraph of Section 3.12.1 is hereby amended in its entirety to read:
 - 3.12.1 Park and Open Space Dedications. Developer shall dedicate a total of 203.0 acres of park land, 6.7 acres of open space paseo and 340.2 acres of open space to the City. The City and Developer shall meet with the School District to coordinate and confer on the site plans and designs for the school/park site(s) prior to the submittal of school plans to the Office of the State Architect. The following seven (7) park parcels, four (4) open space paseo parcels and eight (8) open space parcels shall be dedicated to the City as described below and shown on **Exhibit "FF"**:
- (ii) Subsections 2, 8, 9, 10 and 11 of Section 3.12.1 are hereby deleted and replaced with the following:
 - 2. A 11.9-acre, more or less, portion of Property for the purposes of a public park, as shown as Parcel F-51;
 - 8. A .84-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-90;

- 9. A 2.28-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-91;
- 10. A 1.68-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-92;
- 11. A 0.95-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-93.
- h. REVISED SECTION 3.12.6. The total amount of Paseo Facilities to be provided has increased. Therefore, Section 3.12.6 of the Development Agreement is hereby amended in its entirety to read as follows:
 - 3.12.6 <u>Paseo Facilities Provided by Developer</u>. Paseos shall consist of Class I bike trail, and landscaping improvements consistent with the design concepts contained in the WRSP Specific Plan and Design Guidelines. Developer shall construct paseos at the time of construction of adjacent small lot subdivisions as follows:
 - a. Paseo F-90A shall be constructed with residential Parcel F-8D;
 - b. Paseo F-90B shall be constructed with residential Parcel F-8C;
 - c. Paseo F-90C shall be constructed with residential Parcel F-7;
 - d. Paseo F-91A shall be constructed with residential Parcel F-7;
 - e. Paseo F-91B shall be constructed with community commercial Parcel F-6D;
 - f. Paseo F-91C shall be constructed with residential Parcel F6A;
 - q. Paseo F-92A shall be constructed with residential Parcel F-9C;
 - h. Paseo F-92B shall be constructed with residential Parcel F-9C;
 and
 - i. Paseo F-93 shall be constructed with residential Parcel F-11A.
- i. REVISED SECTION 3.12.9. The total number of Pocket Parks to be constructed has increased. Therefore, Section 3.12.9 of the Development Agreement is hereby amended by adding "Parcel F-101" to the list of parcels upon which Pocket Parks are located.
- j. REVISED SECTION 3.12.9.5. Section 3.12.9.5 of the Development Agreement is hereby amended in its entirety to read as follows:
 - 3.12.9.5 Subject to Developer's reimbursement obligation set forth below, City shall maintain each Pocket Park from and after completion and acceptance thereof by the City. Provided, however, if a Pocket Park is completed and accepted during a fiscal year of the Maintenance CFD

(also known as "CFD No. 2") in which there are insufficient funds in the Maintenance CFD to pay for the maintenance of the newly constructed Pocket Park, then Developer shall pay the City's actual cost to maintain the newly constructed Pocket Park from the date of City's acceptance through the remainder of the fiscal year in which the Pocket Park was accepted, to the extent that there are insufficient funds within Maintenance CFD to pay such costs during that period of time. Furthermore, continuously throughout the period during which Developer is actively marketing residential units for sale within the same subdivision as a Pocket Park, Developer shall reasonably inform prospective buyers of residential units that the Pocket Parks are provided in excess of the City's parkland dedication requirements and these pocket parks may therefore cease to exist should the mechanism funding their maintenance cease to exist.

- k. REVISED SECTION 3.12.9.8. Section 3.12.9.8 of the Development Agreement is hereby amended in its entirety to read as follows:
 - 3.12.9.8 Upon Developer's receipt of City's Acknowledgment of Improvements, Developer shall offer and City shall accept title to the Pocket Park. City's acceptance of title shall be conditioned upon the existence of the Maintenance CFD and the inclusion of Pocket Park maintenance in the Maintenance CFD.
- I. REVISED SECTION 3.16. With respect to the Affected Property, Section 3.16 is hereby amended in its entirety to read as follows:
 - 3.16 EIR Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Developer elects to develop the Property, Developer shall be bound by, and shall perform, all mitigation measures contained in the Plan EIR (as amended by the supplemental EIR conducted connection with the Fourth Amendment to this Agreement) to such development which are adopted by City and are identified in the mitigation monitoring plan or the Plan EIR (as amended by the supplemental EIR) as being a responsibility of Developer.
- m. REVISED SECTION 3.18.1. Developer and City have agreed to form an overlay community facilities district with respect to the Affected Property. Therefore, the following is hereby added to the end of Section 3.18.1 of the Development Agreement:

Developer and City shall form an overlay community facilities district for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Affected Property (the "Overlay CFD"). Overlay CFD funds may be used to retire Project CFD debt on the Affected Property and to construct and/or acquire the improvements and facilities listed in Exhibit F. Formation of the Overlay CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Those portions of the Affected Property within the boundaries of and subject to the Overlay CFD are shown in Exhibit RR. Developer shall be allocated a share of the

infrastructure costs and shall be assessed special taxes in a fair and proportionate manner as specified in a tax formula agreed to by City and Developer.

- n. DELETED SECTION 3.26. Section 3.26 of the Development Agreement regarding City's adjustment of fees as a result of underbuilding is hereby deleted.
- o. REVISED SECTION 3.27. The amount of the air quality mitigation fee payable per dwelling unit, set forth in Section 3.27 of the Development Agreement, has been adjusted. Therefore, Section 3.27 of the Development Agreement is hereby amended by deleting "\$134.10 per dwelling unit" and replacing it with "\$91.49 per dwelling unit."
- p. NEW SECTION 3.29. The following is hereby added to the Development Agreement as Section 3.29:

[INSERT GREENHOUSE GASES MITIGATION REQUIREMENTS]

q. REVISED EXHIBITS.

Evhibit "C"

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

Affected Property

EXHIDIL	Affected Property
Exhibit "D"	Land Use Plan
Exhibit "E"	Affordable Housing Sites
Exhibit "F"	Phasing Plan
Exhibit "G"	Road Improvements
Exhibit "J"	Collector Streets
Exhibit "L"	Traffic Signals
Exhibit "N"	East West Collector Serving Property Owners to
	the West
Exhibit "S"	Sewer Facilities
Exhibit "X"	Water Facilities
Exhibit "Y"	Oversized Water Facilities for Reimbursement
Exhibit "Z"	Recycled Water Facilities
Exhibit "BB"	Drainage Facilities
Exhibit "FF"	Park Sites
Exhibit "HH"	Bikeway Improvements
Exhibit "JJ"	Pocket Park Sites
Exhibit "NN"	Community Facilities District

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

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

- 2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Fourth Amendment of the Development Agreement is consistent with the General Plan and the West Roseville Specific Plan.
- 3. AMENDMENT. This Fourth 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 Fourth Amendment is executed in two, duplicate originals, each of which is deemed to be an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Fourth Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No, adopted by the Council of the City of Roseville on the day of, 2011.		
CITY OF ROSEVILLE,	ROSEVILLE/FIDDYMENT LAND VENTURE,	
a municipal corporation	LLC, a Delaware limited liability company	
By:	Ву:	
Name:	Name:	
Title:	Title:	
ATTEST:		
Ву:		
Name:		
Title:		
APPROVED AS TO FORM:		
By:		
Name:		
Title:		
APPROVED AS TO SUBSTANCE:		
By:	-	