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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



PLACER, County Recorder

JIM MCCAULEY

DOC- 2013-0082174-00

TUESDAY, AUG 20, 2013 9:37:14

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 # 02302812

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(THIS SPACE RESERVED FOR RECORDER'S USE)

FOURTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE  
CITY OF ROSEVILLE AND ATC REALTY ONE, LLC RELATIVE TO THE WEST  
ROSEVILLE SPECIFIC PLAN

*a*

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

This Fourth Amendment of Development Agreement ("Fourth Amendment") is entered into this 17<sup>th</sup> day of July, 2013, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and ATC REALTY ONE, LLC, a Delaware limited liability company ("Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

**RECITALS**

A. Developer's predecessor in interest, Roseville/Fiddymont Land Venture, LLC ("RFLV") and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on February 23, 2004, and recorded on June 21, 2004, in the Official Records of Placer County as Document No. 2004-0080708. The Development Agreement governs a portion of the West Roseville Specific Plan Area ("Specific Plan", "WRSP" or "Plan Area"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. Certain terms of settlement agreements arising out of two lawsuits regarding the WRSP (Catalano v. Roseville and Defenders of Wildlife V. Norton) imposed additional conditions on the WRSP that require implementation through amendment of the Development Agreement.

C. On January 4, 2006, City and RFLV, by Ordinance No. 4324, entered into the First Amendment of the Development Agreement ("First Amendment"). The First Amendment was recorded on March 2, 2006, in the Official Records of Placer County as Instrument No. 2006-0022488.

D. On June 18, 2008, City and RFLV, by Ordinance No. 4668, entered into the Second Amendment of the Development Agreement ("Second

Amendment"). The Second Amendment was recorded on July 22, 2008, in the Official Records of Placer County as Instrument No. 2008-0059263.

E. On September 2, 2009, City and RFLV, by Ordinance No. 4767, entered into the Third Amendment of the Development Agreement ("Third Amendment"). The Third Amendment was recorded on September 10, 2009, in the Official Records of Placer County as Instrument No. 2009-0078876.

F. This Fourth Amendment affects a portion of the Property that is owned by Developer within the Plan Area (the "Fourth Amendment Property"), as described in Exhibit "A" and Exhibit "B" attached to this Fourth Amendment, and shall run with the land described therein.

G. This Fourth Amendment establishes a funding mechanism and traffic impact fee program for the construction of certain off-site road and utility improvements for Blue Oaks Boulevard and Westpark Drive (formerly Phillip Road), as described as Segments 2 through 5 in Exhibit "C" attached to this Fourth Amendment, and redefines the construction obligations for said improvements.

H. The 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 3.5.2. Section 3.5.2 is revised 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 "G", attached hereto, except for Blue Oaks Boulevard, the construction obligation for which is set forth in Section 3.5.3.2 below. Arterial roadways on the Property include Fiddymment 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 timing, number of lanes and width of pavement shall be as required within the Phasing Plan, Exhibits "F" and "OO," as amended. Unless specifically identified in this Agreement, 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."

b. REVISED SECTION 3.5.2.1. Section 3.5.2.1 is revised in its entirety to read as follows:

"3.5.2.1 Blue Oaks Boulevard (On-site and Off-site). Segment 1 of Blue Oaks Boulevard, as defined below and as shown in Exhibit "C" attached to the Fourth Amendment, located within the Fourth Amendment Property shall be constructed by Developer. Developer shall construct Segment 1 at such time as development begins within Phase 3 of the Fourth Amendment Property.

Segments 2 through 4 of Blue Oaks Boulevard, as defined below and as shown in Exhibit "C" attached to the Fourth Amendment, located outside of the Fourth Amendment Property, beginning at the westerly property line of the Fiddymont property through the westerly side of the intersection of Westbrook Boulevard (collectively, "Blue Oaks Boulevard (Off-site)") shall be constructed by others. Developer will bear a pro-rata share of the cost to construct Segment 3 of Blue Oaks Boulevard Off-Site through the payment of the below-described fee; however, Developer has no obligation to construct any portion of Blue Oaks Boulevard (Off-site).

- Segment 1: Westerly side of the Hayden Parkway/Blue Oaks Boulevard intersection to the westerly property line of the Fiddymont property. (Cost allocation: 100% Developer).
- Segment 2: Westerly property line of the Fiddymont 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 Parcel W-60. (Cost allocation: 50% Westpark; 50% Developer).
- 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 pro-rata share of the cost obligation set forth in this Section 3.5.2.1 for Segment 3 (excepting the cost of 22 feet of pavement in Segment 3, 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, MDR, and HDR building permits in the Fourth Amendment Property as of the date of this Fourth Amendment, and dedicated to Segment 3 of the Blue Oaks Boulevard off-site improvements described in this Section 3.5.2.1.

With respect to the Fourth Amendment Property, Developer agrees to pay to City a fee of \$1,159 per LDR or MDR building permit, for the Blue Oaks Boulevard Off-Site Road Fee. The foregoing fee is based upon the number of units currently approved for the Fourth Amendment Property (e.g., 482 LDR, 806 MDR, and 0 HDR units). In the event a subsequent Development Agreement amendment causes an increase or decrease in the approved number of LDR, MDR, or HDR units, within the Fourth Amendment Property, the foregoing fee amount shall be appropriately adjusted, and if HDR units are approved within the Fourth Amendment Property, then, in addition to the adjustment of the amount of the LDR /MDR fee, a fee payable per HDR unit will be created. 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 fee amount for LDR, MDR, and HDR units spread over 95% of the total allocated LDR, MDR, and HDR units within the Fourth Amendment 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 appropriately adjust the Blue Oaks Boulevard Off-Site Road Fee to avoid a shortfall in the payment of Developer's pro-rata share of the cost obligation, without amendment of this Fourth Amendment and otherwise 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 Westpark's allocated costs for Segment 3 of Blue Oaks Boulevard (Off-site) set forth in this Section 3.5.3.2., and in Sections 3.8.3 and 3.9 and shall fully satisfy the obligations of Developer and Westpark 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 a 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, stripping, 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)."

c. 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"), Medium Density Residential ("MDR"), and High Density Residential ("HDR") building permits in the Fourth Amendment Property, and dedicated to the Westpark Drive off-site improvements described in this Section 3.5.3.1.

With respect to the Fourth Amendment Property, Developer agrees to pay to City a fee of \$352 per LDR or MDR building permit for the Westpark Drive Off-Site Road Fee. The foregoing fees are based upon the number of units currently approved for the Fourth Amendment Property (e.g., 482 LDR, 806 MDR, and 0 HDR units). If, after the date of this Fourth Amendment, there is In the event a subsequent Development Agreement amendment causes an increase or decrease the approved number of LDR, MDR, or HDR units, within the Fourth Amendment Property, the foregoing fee amount shall be appropriately adjusted, and if HDR units are approved within the Fourth Amendment Property, then, in addition to the adjustment of the amount of the LDR /MDR fee, a fee payable per HDR unit will be created. Further, 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 Westpark 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. Developer's pro-rata share of the Westpark Drive Off-Site Road Fee has been calculated by establishing a fee amount for LDR, MDR, and HDR units spread over 95% of the total allocated LDR, MDR, and HDR units within the Fourth Amendment 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 appropriately adjust the Westpark Drive Off-Site Road Fee to avoid a shortfall in the payment of Developer's pro-rata share of the cost obligation, without amendment of this Fourth Amendment and otherwise without compliance with the Mitigation Fee Act (California Government Code Section 66000, *et seq.*).

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 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 Fiddymont property to the intersection of Westpark Drive (the "Prepayment Event").

At such time as the City elects to trigger the Prepayment Event, regardless of the status of fees collected, the City shall provide Developer with six (6) months advance written notice of its intent to call for the outstanding balance of the fee to be paid by Developer. 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 Developer for the balance of the Westpark Drive Off-Site Road Fee shall be determined by subtracting from the total fee obligation of the Fourth Amendment Property the total amount of fees paid by the Fourth Amendment Property as of the date that the balance of the fee is due (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 Phases 2 & 3 until such time as the Westpark Drive Fee Prepayment is received by City.

If a Prepayment Event has occurred and Developer 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, MDR, and HDR units in the Fourth Amendment Property, annually adjusted by the CCI as provided above, until all LDR, MDR and HDR units in Fourth Amendment Property have paid the Westpark Drive Off-Site Road Fee, as set forth below, at which time City shall reimburse to Developer the prepayment amount previously paid by Developer (less the actual amount of any increase in the cost to construct Westpark Drive above the estimated cost used to calculate the Westpark Drive Off-Site Road Fee, which reimbursement is personal to Developer and does not run with the Property, to successors and assigns, unless Developer provides written notice to City that said reimbursement has been assigned by Developer 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 Prepayment, as adjusted by the CCI, City shall cease collecting the Westpark Drive Off-Site Road Fee.

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 "K" 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, stripping, 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."

d. REVISED SECTION 3.5.8. The following paragraph is hereby added to the end of Section 3.5.8:

"The portion of Blue Oaks Boulevard identified as Segment 2 on Exhibit "C" attached to this Fourth Amendment shall be constructed as part of the City's Capital Improvement Program. Funding for Segment 2 shall come from Traffic Mitigation Fees. To provide assurance that adequate funds from Traffic Mitigation Fees are available to fund construction of Segment 2, fifty percent (50%) of Traffic Mitigation Fees collected from Phases 3 and 4 of the Property shall be set aside by City for the purpose of funding the construction of Segment 2, until such time as Segment 2 is constructed and fully funded."

e. 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 Fiddymment 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."

f. DELETED SECTION 3.5.21. Section 3.5.21 of the Development Agreement regarding widening Fiddymment Road from Pleasant Grove Boulevard to Baseline Road is hereby deleted in its entirety.

g. Exhibit "F" (Off-Site Improvements – Phase 3). Paragraphs 3-5 on Pages F-17 and F-18, and Paragraphs 1-6 on Pages F-22 and F-23 of Exhibit "F" are hereby deleted.

h. Exhibit "I" to Exhibit "F" (Phasing Plan). Detail "C" of Exhibit "I" (Off-Site Infrastructure Phasing) to Exhibit "F" to the Development Agreement is replaced in its entirety by Exhibit "C" attached hereto.

i. Exhibit "OO" (Infrastructure Phasing & Reimbursement Schedule) The Infrastructure Phasing & Reimbursement Schedule is hereby modified as follows:

1. Phase 2, Streets Phase 2 – Paragraph 12. Add as a new paragraph:

Grade the entire cross-section of Blue Oaks Blvd. and construct the south half of the ultimate 6-lane roadway including curb, gutter, sidewalk, median curbing, median landscaping, streetlights, joint trench and all in-street utilities from west of Blue Oaks Blvd. Bridge to the easterly parcel line of F-5 (2,566± LF).

- a. Responsibility: Fiddymment Ranch
- b. Cost Sharing: Fiddymment Ranch
- c. Credits/Reimbursement:
  - a. None

2. Phase 2, Streets Phase 2 – Paragraph 13. Add as a new paragraph:

Construct the south half of the Blue Oaks Bridge over Kaseberg Creek adjacent to parcel F-54 to provide 3 travel lanes, bike lanes, curbs, gutters, sidewalks, handrails, barriers, streetlights, joint trench and in-street utilities.

- a. Responsibility: Fiddymment Ranch
- b. Cost Sharing: Fiddymment Ranch
- c. Credits/Reimbursement:
  - b. Reimbursement from the City of Roseville in the form of transportation fee credits for bridge improvements. (Estimated \$1,300,000)

3. Phase 3. Paragraphs 3-5 on Pages OO-45 and OO-46 regarding the construction of Blue Oaks Bridge over Kaseberg Creek, Blue Oaks Blvd. adjacent to F-5, and the south side of Blue Oaks Blvd. from Blue Oaks Bridge to the easterly property line of F-5 are hereby deleted.

4. Phase 3. Paragraph 6 on Page OO-46 is hereby amended to read as follows:

Grade the entire cross-section of Blue Oaks Blvd. and construct the south half of the ultimate 6-lane roadway including curb, gutter, sidewalk, median curbing, median landscaping, streetlights, joint trench and all in-street utilities from west of

Hayden Parkway to the westerly boundary of the Fiddymment Ranch Parcel (1,558± LF).

- a. Responsibility: Fiddymment Ranch
- b. Cost Sharing: Fiddymment Ranch
- c. Credits/Reimbursement: Developer shall be entitled to reimbursement by the City from 58% of the total amount of the Blue Oaks Boulevard Off-Site Road Fee to pay for the cost to construct Segment 1. In the event that Developer constructs Segment 1, the City shall continue to collect the Blue Oaks Boulevard Off-Site Road Fee until 95% of all LDR, MDR and HDR units in Fourth Amendment Property have paid the Blue Oaks Boulevard Off-Site Road Fee, at which time City shall reimburse to Developer its cost to construct Segment 1, which reimbursement is personal to Developer and does not run with the Fourth Amendment Property, to successors and assigns, unless Developer provides written notice to City that said reimbursement has been assigned by Developer to a third-party.

5. Off Site Improvements- Phase 3. Paragraphs 1-3, 5, and 7 on Page OO-58-61 are hereby deleted.

6. Off Site Improvements- Phase 4. Paragraphs 1-3 on Page OO-68 and 69 are hereby deleted.

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.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation,  
has attested to by its City Clerk under the authority of Ordinance No. 5211,  
adopted by the Council of the City of Roseville on the 17th day of July, 2013.

CITY OF ROSEVILLE,  
a municipal corporation

ATC REALTY ONE, LLC,  
a Delaware limited liability  
company

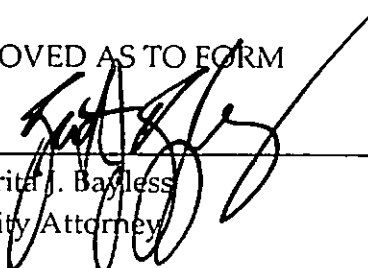
By:   
Ray Kerridge  
City Manager

By:   
P. Zablatt  
Its: V.P.

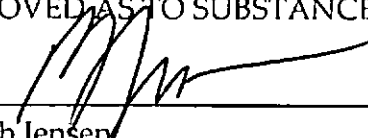
ATTEST:

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

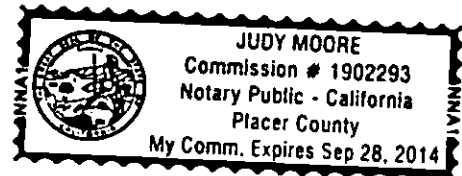
STATE OF CALIFORNIA            )  
                                          :    ss.  
COUNTY OF PLACER            )

On July 18, 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:   Fourth Amendment of Development Agreement  
              By and Between the City of Roseville and ATC Realty One, LLC  
              Relative to the West Roseville Specific Plan

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Francisco

On 6/13/2013 before me, Evelyn Howard, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared P. Ziblett

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: Evelyn Howard  
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: \_\_\_\_\_

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

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

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

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

☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

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

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

## EXHIBIT A

### DESCRIPTION OF PROPERTY WEST ROSEVILLE SPECIFIC PLAN DEVELOPMENT AGREEMENT AMENDMENT #4

All that certain real property situate in portions of Section 13, the north 1/2 of Section 24, Township 11 North, Range 5 East and the west 1/2 of Section 18, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California, and being further described as all of Lots 9-A, 9-B, 9-C, 19, 36, 37 and a portion of Hayden Parkway as shown and so designated on that certain Final Map entitled "Fiddymont Ranch Phase 2 Large Lot Subdivision" filed for record in Book BB of Maps, at Page 24, Placer County Records and a portion of the Designated Remainder as shown and so designated on that certain Final Map entitled "Fiddymont Ranch Phase 3-A Large Lot Subdivision" filed for record in Book BB of Maps, at Page 88, Placer County Records, and being further described as follows:

Beginning at a found 2" iron pipe stamped L.S. 6584 ~ 1992 marking the northwest corner of said Section 18, thence from said **Point of Beginning**, coincident with the north line of said Section 18, North 88°56'05" East a distance of 336.22 feet to the northeast corner of said Designated Remainder as shown on said Final Map, thence coincident with the easterly boundary line of said Designated Remainder for the following 6 courses and distances:

1. South 44°35'12" East, a distance of 188.64 feet;
2. South 29°04'16" West a distance of 642.86 feet;
3. South 37°08'16" West a distance of 52.97 feet;
4. South 24°01'12" West a distance of 84.43 feet;
5. South 29°04'16" West a distance of 401.30 feet; and
6. South 21°30'48" West a distance of 448.04 feet to the northerly right-of-way line of Hayden Parkway;

thence leaving said northerly right-of-way line of Hayden Parkway, South 19°25'38" West a distance of 100.50 feet to the southerly right-of-way line of Hayden Parkway; thence coincident with said southerly right-of-way line of Hayden Parkway for the following 14 arcs, courses and distances:

1. from a radial line which bears North 19°25'38" East, 314.04 feet along the arc of a non-tangent 2299.50 foot radius curve to the right through a central angle of 07° 49' 29" to a point of compound curvature;
2. from a radial line which bears South 74°17'14" East, 7.46 feet along the arc of a non-tangent 31.00 foot radius curve to the right through a central angle of 13°47'37";
3. South 29°30'23" West a distance of 10.00 feet;
4. South 60°29'37" East a distance of 62.00 feet;
5. North 29°30'23" East a distance of 13.17 feet to a point of curvature;
6. 5.88 feet along the arc of a tangent 31.00 foot radius curve to the right through a central angle of 10°51'58" to a point of compound curvature;
7. from a radial line which bears North 28° 50' 00" East, 265.48 feet along the arc of a non-tangent 2299.50 foot radius curve to the right through a central angle of 06° 36' 54";
8. South 55° 24'35" East a distance of 24.60 feet to a point of curvature;
9. from a radial line which bears North 36°03'40" East, 662.12 feet along the arc of a non-tangent 2300.00 foot radius curve to the right through a central angle of 16°29'39";
10. South 35°58'26" East a distance of 24.60 feet to a point of curvature;

11. from a radial line which bears North 53°10'05" East, 10.32 feet along the arc of a non-tangent 2299.50 foot radius curve to the right through a central angle of 00°15'26";
12. South 30°15'28" East a distance of 118.31 feet; and
13. South 33°44'34" East, a distance of 226.71 feet to a point of intersection with the westerly right-of-way line of Fiddymment Road as shown on said Final Map;

thence leaving said southerly right-of-way line of Hayden Parkway, coincident with said westerly right-of-way line of Fiddymment Road for the following 9 arcs, courses and distances:

1. South 55°45'43" West a distance of 194.55 feet to a point of curvature;
2. 1379.67 feet along the arc of a 1973.00 foot radius curve to the left through a central angle of 40°03'56";
3. South 18°31'07" West a distance of 124.20 feet to a point of curvature;
4. from a radial line which bears North 77°53'25" West, 257.23 feet along the arc of a non-tangent 1983.00 foot radius curve to the left through a central angle of 07°25'57";
5. North 86°22'38" West a distance of 5.18 feet;
6. South 03°37'22" West a distance of 71.00 feet;
7. South 86°22'38" East a distance of 15.15 feet to a point of curvature;
8. from a radial line which bears North 87°22'45" West, 105.73 feet along the arc of a non-tangent 1973.00 foot radius curve to the left through a central angle of 03°04'13"; and
9. South 00°26'58" East a distance of 518.24 feet to the southeast corner of said Lot 9-A;

thence coincident with the southerly boundary line of said Lot 9-A for the following 7 courses and distances:

1. South 55°00'35" West a distance of 486.06 feet;
2. South 74°28'30" West a distance of 183.80 feet;
3. South 73°54'28" West a distance of 208.17 feet;
4. South 78°27'30" West a distance of 151.07 feet;
5. South 84°17'15" West a distance of 427.71 feet;
6. South 86°22'37" West a distance of 333.50 feet; and
7. North 86°50'50" West a distance of 91.74 feet to the southwest corner of said Lot 9-A, also being the southeast corner of said Designated Remainder;

thence coincident with the southerly line of said Designated Remainder for the following 5 courses and distances:

1. North 86°50'50" West a distance of 211.55 feet;
2. North 74°51'00" West a distance of 237.11 feet;
3. North 79°30'56" West a distance of 111.33 feet;
4. North 75°15'02" West a distance of 554.80 feet; and
5. South 88°47'27" West a distance of 781.37 feet to the easterly right-of-way line of Hayden Parkway;

thence coincident with said easterly right-of-way line of Hayden Parkway, South 88°47'27" West a distance of 25.04 feet to a point of curvature, from a radial line which bears South 88°00'10" East, 8.32 feet along the arc of a non-tangent 3025.00 foot radius curve to the right through a central angle of 00°09'27"; thence leaving said easterly right-of-way line of Hayden Parkway, North 88°48'23" West a distance of 50.01 feet to the westerly right-of-way line of Hayden Parkway; thence coincident with said westerly right-of-way line of Hayden Parkway, North 88°48'23" West a distance of 25.00 feet; thence across said Designated Remainder, along a line 50.00 feet northerly of and parallel with the northerly line

of AREA 5-TPM No. F-85 as described in the Conservation Easement Deed filed for record under Recorder's Serial Number 2004-0158160, Placer County Records for the following 7 arcs, courses and distances:

1. North 88°48'23" West a distance of 223.43 feet to a point of curvature;
2. 92.48 feet along the arc of a tangent 276.00 foot radius curve to the right through a central angle of 19°11'52";
3. North 69°36'31" West a distance of 256.50 feet to a point of curvature;
4. 85.82 feet along the arc of a tangent 224.00 foot radius curve to the left through a central angle of 21°57'01";
5. South 88°26'28" West a distance of 156.23 feet to a point of curvature;
6. 109.48 feet along the arc of a tangent 276.00 foot radius curve to the right through a central angle of 22°43'36";
7. North 68°49'56" West a distance of 91.74 feet;
8. North 66°34'26" West a distance of 111.40 feet;
9. North 67°53'05" West a distance of 204.07 feet;
10. North 68°11'31" West a distance of 186.59 feet to the west line of said Designated Remainder and said Section 13;

thence coincident with said west line, North 00°13'02" West, a distance of 2239.30 feet to a found 2-1/2" capped iron pipe stamped L.S. 3731 ~ 1980 marking the west one-quarter corner of said Section 13; thence coincident with the west line of the northwest one-quarter of said Section 13, North 00°12'49" West a distance of 862.05 feet; thence into said Designated Remainder, along a line 50.00 feet southerly of and parallel with the southerly line of AREA 1-TPM No. F-80 as described in said Conservation Easement Deed for the following 6 courses and distances:

1. North 89°59'49" East a distance of 106.39 feet;
2. North 57°05'47" East a distance of 276.29 feet;
3. North 85°35'34" East a distance of 198.15 feet;
4. North 71°12'16" East a distance of 826.75 feet;
5. North 88°55'01" East a distance of 1208.41 feet;
6. South 35°52'03" East a distance of 555.12 feet to a point of curvature and the northwesterly right-of-way line of Hayden Parkway;

thence coincident with said northwesterly right-of-way of Hayden Parkway for the following 3 arcs, courses and distances:

1. from a radial line which bears North 24°20'49" West, 57.32 feet along the arc of a non-tangent 2325.00 foot radius curve to the right through a central angle of 01°24'45"
2. North 67°03'56" East a distance of 392.89 feet to a point of curvature;
3. 188.94 feet along the arc of a tangent 2375.00 foot radius curve to the right through a central angle of 04°33'29";

thence into said Designated Remainder, along a line 50.00 feet easterly and southerly of and parallel with the easterly line of said AREA 1-TPM No. F-80 for the following 4 courses and distances:

1. North 03°40'22" West a distance of 1026.99 feet;
2. North 74°10'08" East a distance of 690.67 feet;
3. North 87°27'03" East a distance of 806.09 feet;
4. North 00°00'01" West a distance of 333.19 feet to the north line of said Designated Remainder and Section 13;

thence coincident with said north line, North  $89^{\circ}26'37''$  East a distance of 412.47 feet to the **Point Of Beginning**.

Containing 529.79 acres, more or less.

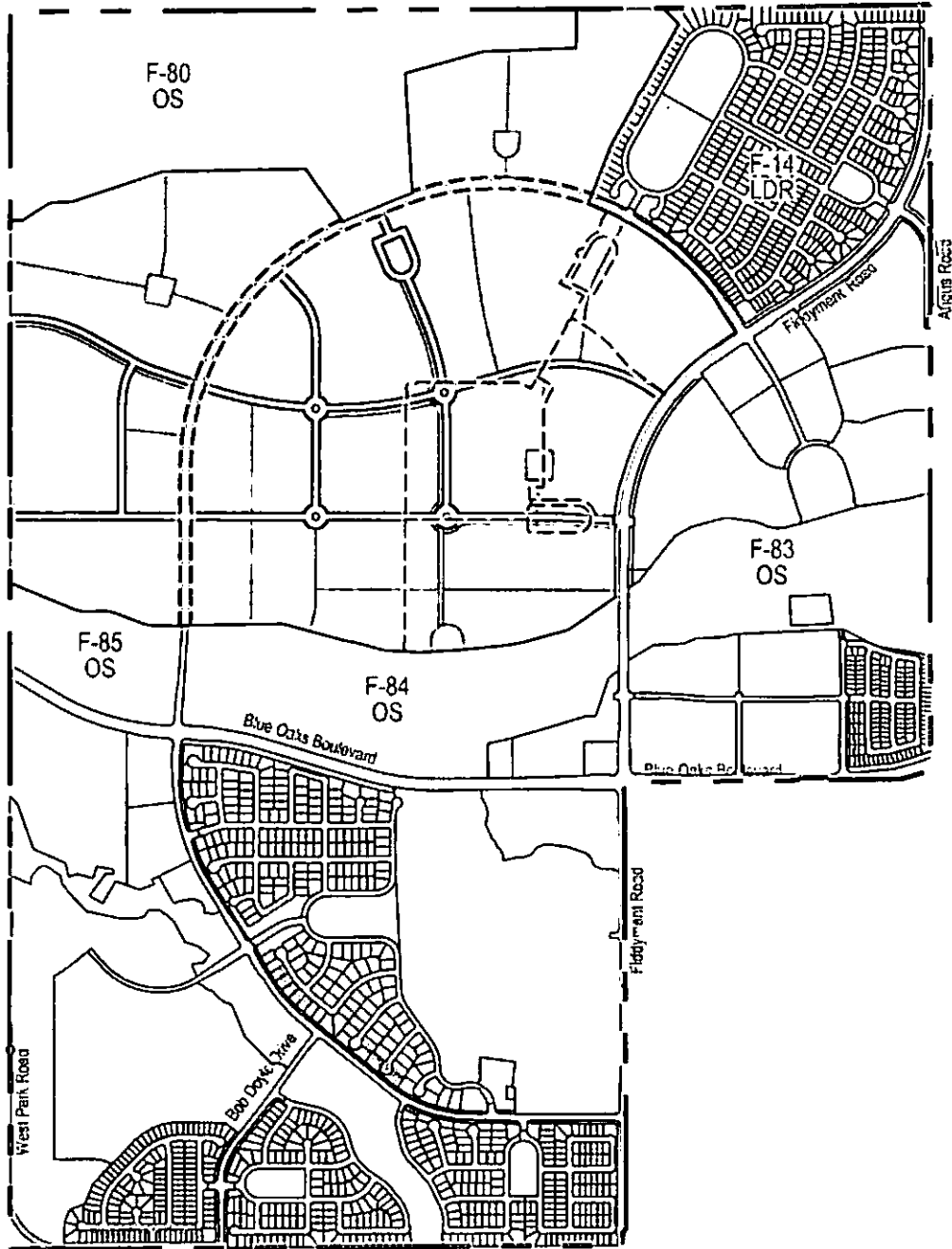
The **Basis of Bearings** for this description is the east line of the northeast quarter of Section 24, Township 11 North, Range 5 East, Mount Diablo Meridian. As shown on that certain Final Map entitled "Fiddymment Ranch Phase 2 Large Lot Subdivision" filed for record in Book BB of Maps, at Page 24, Placer County Records. Said bearing is North  $72^{\circ}44'09''$  East. Distances shown are ground based.

PREPARED BY WOOD RODGERS, INC  
SACRAMENTO, CALIFORNIA

J:\1000-s\1027-Fiddymment Ranch\Phase3\Fiddymment Ranch-PH3-  
OA\Geomatics\docs\Descriptions\DevelopmentAgreementBoundary\FR-PH3-DevelopmentAgreementBNDY.doc

Exhibit B

**WEST ROSEVILLE SPECIFIC PLAN  
DEVELOPMENT AGREEMENT AMENDMENT #4  
BLUE OAKS BLVD./WESTPARK DRIVE  
IN-LIEU FEE**



SCALE: 1"=1500'±

**WOOD RODGERS**  
ENGINEERS • ARCHITECTS • PLANNERS • SURVEYORS  
5801 O St., Suite 100-B Tel: 916.941.7780  
Sacramento, CA 95828 Fax: 916.941.7787

# EXHIBIT C

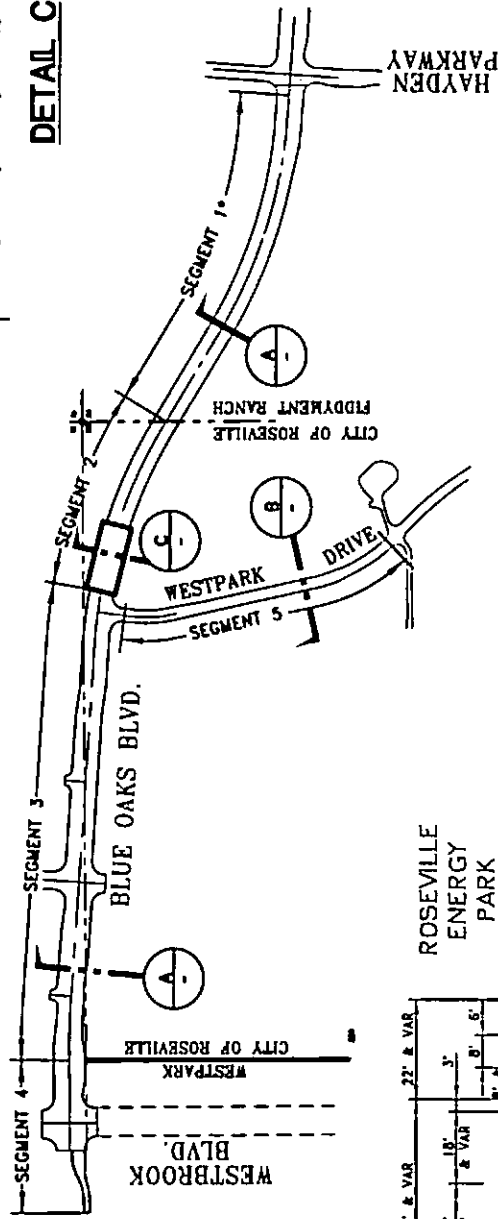
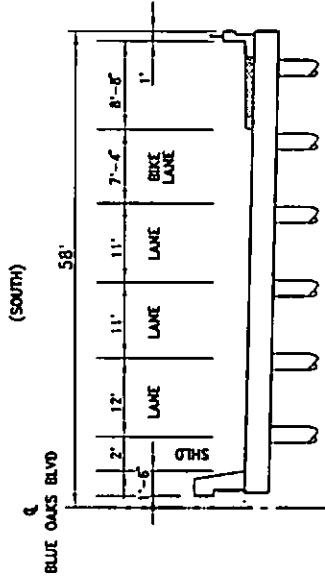
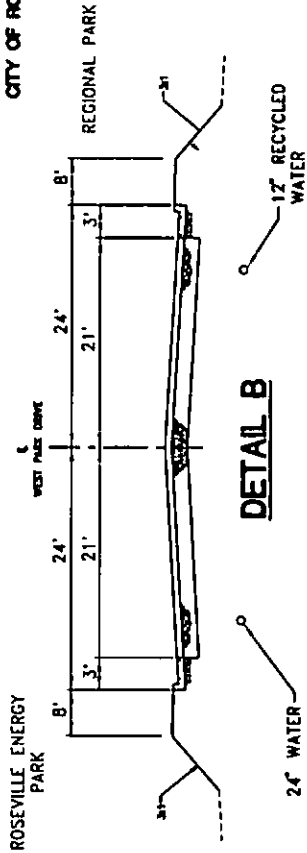
## WEST ROSEVILLE SPECIFIC PLAN

BLUE OAKS BLVD N-JEU FEE

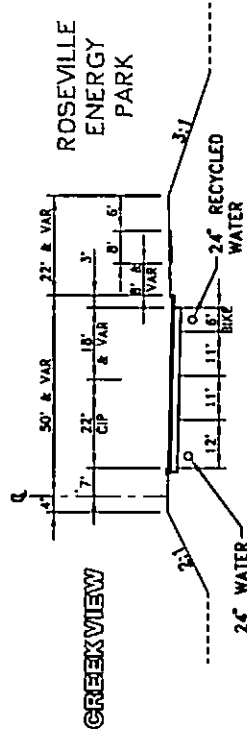
STREET SEGMENT IDENTIFICATION

CITY OF ROSEVILLE CALIFORNIA

MAY 31, 2018



\* NOTE: SEGMENT 1 IS A PHASE 3 CONSTRUCTION OBLIGATION FOR FIDYMENT RANCH.



### DETAIL A



**WOOD RODGERS**  
DEVELOPING INNOVATIVE DESIGN SOLUTIONS  
3301 C St, Bldg. 100-B  
Sacramento, CA 95816  
Tel 916.341.7760  
Fax 916.341.7767

ORDINANCE NO. 5211

ADOPTING A FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ATC REALTY ONE, LLC, RELATIVE TO THE DEVELOPMENT KNOWN AS THE 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 Fourth Amendment to Development Agreement by and between the City of Roseville and ATC Realty One, LLC (hereinafter, the "Fourth Amendment to Development Agreement") to alter and clarify provisions in the existing Development Agreement relating to Fiddymont Ranch Phases 2 & 3.

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

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

SECTION 3. The Fourth Amendment to Development Agreement by and between ATC Realty One, 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 Fourth 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 17th day of July, 2013 by the following vote on roll call:

|        |                 |                                       |
|--------|-----------------|---------------------------------------|
| AYES   | COUNCILMEMBERS: | Roccucci, Herman, Garcia, Gore, Rohan |
| NOES   | COUNCILMEMBERS: | None                                  |
| ABSENT | COUNCILMEMBERS: | None                                  |



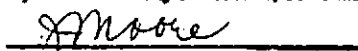
MAYOR

ATTEST:

  
City Clerk

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

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

  
DEPUTY CLERK

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