

**THIRD AMENDMENT OF DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS  
ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS,  
LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP  
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This Third Amendment of Development Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF ROSEVILLE, a municipal corporation (“City”) and WESTPARK SIERRA VISTA, LLC, a California limited liability company (“Westpark Sierra Vista”), as Assignee of WESTPARK FEDERICO, LLC, a California limited liability company (“Westpark Federico”), SOLAIRE COMMUNITY BUILDERS, LLC, a California limited liability company (“Solaire”), TAYLOR MORRISON OF CALIFORNIA, LLC, a California limited liability company (“Taylor Morrison”), TRI POINTE HOMES, INC., a Delaware corporation (“TRI Pointe”), and SOLAIRE - ROSEVILLE, L.P., a Delaware limited partnership (“Solaire - Roseville”) (collectively, “Landowner”), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Westpark Sierra Vista’s predecessor in interest, Westpark Federico, along with Mourier Investments, LLC (“Mourier”), and the Federico-Tyler Family Limited Partnership (“Federico”), and City, entered into a Development Agreement (the “Original Development Agreement”) which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010, in the Official Records of Placer County as Document No. 2010-0045943-00. Westpark Federico assigned its interest in the Development Agreement to Westpark Sierra Vista pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of January 5, 2011, and recorded January 12, 2011, as Document No. 2011-0003089-00, 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 Original Development Agreement.

B. Westpark Sierra Vista’s predecessor in interest, Westpark Federico, along with Mourier, Federico, and City entered into the Original Development Agreement relative to development within a portion of the Sierra Vista Specific Plan Area (“Specific Plan”, “SVSP” or “Plan Area”), as such is more precisely defined in Exhibits “A” and “B” of the Original Development Agreement (the “Property”).

C. Westpark Sierra Vista, Mourier, Federico, and City entered into a First Amendment to the Original Development Agreement (the "First Amendment") which was approved by the City Council of City on December 20, 2017, and recorded on February 21, 2018, in the Official Records of Placer County as Document No. 2018-0010796-00.

D. Westpark Sierra Vista, Mourier, Federico, and City entered into the First Amendment relative to development within certain portion of the Property, as such is more precisely defined in Exhibits "A" and "B" of the First Amendment.

E. Mourier and Federico assigned their interest in a portion of the Property to Westpark Sierra Vista in that certain Assignment and Assumption Agreement Relative to the Sierra Vista Development Agreement dated as of May 16, 2019, and recorded May 16, 2019, as Document No. 2019-0032322-00, in the Official Records of Placer County. The portion of the Property so assigned by Mourier and Federico to Westpark Sierra Vista was described in Exhibit A to that Assignment and Assumption Agreement Relative to the Sierra Vista Development Agreement.

F. Westpark Sierra Vista assigned its interest in the Development Agreement for a portion of the Property to Solaire pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of June 3, 2019, and recorded June 4, 2019, as Document No. 2019-0037499-00, in the Official Records of Placer County.

G. Solaire assigned its interest in the Development Agreement for a portion of the Property to Taylor Morrison pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated November 20, 2019, and recorded November 20, 2019, as Document No. 2019-0094029-00, in the Official Records of Placer County.

H. Solaire assigned its interest in the Development Agreement for a portion of the Property to TRI Pointe Homes, Inc. pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated July 1, 2020, and recorded July 2, 2020, as Document No. 2020-0066287-00, in the Official Records of Placer County.

I. Solaire assigned its interest in the Development Agreement for a portion of the Property to Solaire - Roseville, pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific

Plan Development Agreement dated August 6, 2020, and recorded August 6, 2020, as Document No. 2020-0082425-00, in the Official Records of Placer County.

J. On March 4, 2020, City approved the Second Amendment to the Development Agreement (the "Second Amendment") for a portion of the Property owned by Mourier. The Second Amendment was recorded on April 13, 2020, as Document No. 2020-0032961-00, in the Official Records of Placer County. The Original Development Agreement, the First Amendment, and the Second Amendment are hereinafter collectively referred to as the "Development Agreement."

K. This Third Amendment to the Development Agreement (the "Third Amendment") affects certain portions of the Property (the "Third Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to this Third Amendment, and shall run with the land described in Exhibits "A" and "B" hereto. This Third Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

L. City and Landowner wish to enter into this Third Amendment in order to amend a provision of the Development Agreement for the Third Amendment Property.

M. The Third Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following section of the Development Agreement is hereby amended as it pertains the Third Amendment Property only, which incorporates the First Amendment Property:

a. REVISED SECTION 3.17.1.2. Section 3.17.1.2 of the Development Agreement is revised in its entirety for the Third Amendment Property, including adding a new final paragraph which is only applicable to the Third Amendment Property, to read as follows:

"3.17.1.2 If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if

applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following:

- (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test).
- (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years.
- (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year.
- (d) Authorized facilities shall include, among other items, development impact fees for public improvements.
- (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below.
- (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program and/or the Bond Opportunities for Land Development ("BOLD")

program for any eligible impact fees.

- (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales.
- (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds.
- (i) Bond proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units:

(1) City-Wide Park Fee (Section 3.12.4)

(2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52)(Not applicable to the Third Amendment Property);

(3) Public Benefit Fee (Section 3.14.3)(Not applicable to the Third Amendment Property).

City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees

shall be collected upon issuance of building permit commencing with the first applicable building permit.

Should SPRTA approve any portion or all of the Tier II Traffic Fee for portions of the Property being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above-referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City-Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee (not for the Third Amendment Property, for which the reduction provided in this paragraph shall be in the City-Wide Park Fee) referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City.

Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s).

For the Third Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section 3.17 shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section 3.17 shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement.

Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1 (i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).

b. EXHIBITS. The exhibits attached to this Third Amendment are for this Third Amendment only, as follows:

Exhibit A – Legal Description of Third Amendment Property

Exhibit B -- Plat of Third Amendment Property

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

3. AMENDMENT. This Third Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein, and is limited and applies only to development of the Third Amendment Property, and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan Area, including, without limitation, any other portion of the Property. As amended hereby, the Development Agreement remains in full force and effect.

4. FORM OF AMENDMENT. This Third 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 authorized the execution of this Third 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 \_\_\_\_\_, 2020.

CITY OF ROSEVILLE,  
a municipal corporation

By: \_\_\_\_\_  
Dominick Casey  
City Manager

ATTEST:

By: \_\_\_\_\_  
Sonia Orozco  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert R. Schmitt  
City Attorney

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_

LANDOWNER:

WESTPARK SIERRA VISTA, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Jeff Jones  
Its: Manager

SOLAIRE COMMUNITY BUILDERS,  
LLC, a California limited liability  
company

By: \_\_\_\_\_  
Jeff Jones  
Its: Manager

TAYLOR MORRISON OF  
CALIFORNIA, LLC,  
a California limited liability company



Mike Isom  
Development Services Director

By: \_\_\_\_\_  
Jay Pawlek  
Its: Vice President

By: \_\_\_\_\_  
Aren Bazzocco  
Its: Vice President

TRI POINTE HOMES, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

SOLAIRE - ROSEVILLE, L.P.,  
a Delaware limited partnership

By: OCS-HS LOJV GP, LLC,  
a Delaware limited liability  
company  
General Partner

By: OCS-HS Lot Option Joint  
Venture, LLC, a Delaware  
limited liability company  
Sole Member

By: Hearthstone  
Professionals – PI, L.P., a  
Delaware limited  
partnership  
Manager

By: \_\_\_\_\_  
Steven C. Porath  
Authorized Person

