

RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:

City Clerk  
City of Roseville  
311 Vernon Street  
Roseville, CA 95678  
Attn: Sonia Orozco

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**TENTH AMENDMENT OF  
DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF ROSEVILLE AND BBC DIAMOND CREEK, LLC  
RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN  
(Diamond Creek Parcels 9A and 9B)**

THIS TENTH AMENDMENT (the “**Tenth Amendment**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the CITY OF ROSEVILLE, a municipal corporation (“**City**”), and STEPHEN L. DES JARDINS and BRANDY ‘LIZABETH REINERT, CO-TRUSTEES of the Des Jardins/Reinert Family Trust (hereinafter “**Landowner**”), pursuant to the authority of Section 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. On September 19, 1997, the City and Landowner’s predecessor in interest entered into that certain agreement entitled “Development Agreement By and Between The City of Roseville and Diamond Creek Partners Relative to the North Roseville Specific Plan”, which was recorded in the Official Records of Placer County on September 29, 1997, as Document No. 97-0059806 (the “**Original Development Agreement**”).

B. Thereafter, City and Landowner’s predecessor(s) in interest and/or successor(s) in interest to Diamond Creek Partners entered into the following Amendments to the Original Development Agreement: the First Amendment, dated August 31, 1998, and recorded September 15, 1998 as Document No. 98-0073814; the Second Amendment, dated November 30, 1999, and recorded December 15, 1999 as Document No. 1999-0106726; the Third Amendment, dated October 9, 2002, and recorded November 14, 2002 as Document No. 2002-0143109; the Fourth Amendment, dated April 20, 2004, and recorded May 7, 2004 as Document No. 2004-0058294; the Fifth Amendment, dated September 15, 2004, and recorded November 12, 2004 as Document No. 2004-0151579; the Sixth Amendment, dated March 15, 2006, and recorded March 21, 2006 as Document No. 2006-0029929; the Seventh Amendment, dated March 7, 2007, and recorded April 11, 2007 as Document No. 2007-0036507; the Eighth Amendment, dated June 20, 2012, and recorded July 25, 2012 as Document No. 2012-0066789; and the Ninth Amendment, dated March 19, 2014, and recorded March 25, 2014 as Document No. 2014-0018329 (collectively, the “**Prior Amendments**”). The Prior Amendments and Original Development Agreement are collectively referred to herein as

the "**Development Agreement.**" Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

C. This Tenth Amendment amends the Development Agreement as to the property identified in the North Roseville Specific Plan as Parcels 9A and 9B, which property is more particularly described in **Exhibit "A"** attached hereto (the "**DC-9A/9B Property**"). This Tenth Amendment shall run with the land with respect to the DC-9A/9B Property.

D. To facilitate the processing of this Tenth Amendment, the Development Services Director, pursuant to Section 1.4 of the Development Agreement and by letter dated August 28, 2017, approved a minor modification to the Development Agreement to extend the Term of the Development Agreement for six (6) months to and through March 19, 2018.

E. On December 14, 2017, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed and conducted public hearing, considered this Tenth Amendment and recommended that the City Council approve this Agreement.

F. The City Council has determined that the adoption of this Tenth Amendment involves no new impacts not considered in the environmental documents previously certified and approved in connection with the approval of the Development Agreement, as amended; therefore, no further environmental documents relating to the adoption of this Tenth Amendment are required.

G. The City Council has found and determined that this Tenth Amendment of the Development Agreement is consistent with the General Plan and the North Roseville Specific Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Amendment of Development Agreement. The following sections of the Development Agreement for the development of the DC-9A/9B Property are hereby amended as follows:

a. Extended Term. For purposes of Section 1.3, the City and Landowner hereby agree to extend the term of the Development Agreement as applied to the DC-9A/9B Property to and through March 31, 2038, unless the Development Agreement is terminated, modified or extended by circumstances set forth in the Development Agreement, as amended, or by mutual consent of the parties hereto.

b. Revised Section 3.7 (Reclaimed Water). Section 3.7 of the Development Agreement as applied to the DC-9A/9B Property is revised in its entirety to read as follows:

3.7 Reclaimed Water. Landowner shall provide improvements to the City's reclaimed water system as provided in this section.

3.7.1 Use of Reclaimed Water. Reclaimed water will be used for irrigation of parks within the Plan Area and may be developed and used by City to cascade from the North School Park south along the linear parkway to Pleasant Grove Creek, as generally shown on **Exhibit "G"**.

“All other reclaimed uses as may be desired by Landowner shall be reviewed and approved by the Environmental Utilities Director. In particular, City agrees that Landowner may use reclaimed water for irrigation of Landowner's Ranch Parcel (Parcel DC-9A), provided the costs of connecting to and extending the reclaimed line from Woodcreek Oaks Boulevard shall be paid by Landowner. In connection with any such use by Landowner and provision of reclaimed water to the park site(s), Landowner shall be responsible for preparation and approval of a reclaimed water engineering report for submission to appropriate state agencies. In connection with the use of reclaimed water other than such use for the park sites, Landowner shall also be responsible for obtaining any and all necessary permits prior to actual use of reclaimed water and for the payment of all City fees and charges related thereto, including without limitation, the reclaimed water connection fee to be paid at time of building permit. Provided Landowner satisfies all of the foregoing requirements, City shall make reclaimed water available to Landowner in amounts reasonably required for the use(s) proposed therefor and shall charge Landowner the same rate or rates as are charged to any other private user(s) of reclaimed water within the City.

“Furthermore, if Landowner satisfies all of the foregoing requirements, City acknowledges and agrees that potable water may be utilized for such park irrigation and other reclaimed uses, including irrigation of Parcels DC-9A and DC-9B, if reclaimed water is unavailable in emergencies as determined by the Environmental Utilities Director.

“Prior to July 1, 2018, the Landowner of Parcels DC-9A and DC-9B (“Ranch Landowner”) shall make the following modifications to the existing potable water service serving these parcels: (1) disconnect the existing potable service downstream of the presently connected meter; (2) reconnect the potable service to the City supplied 1.5-inch potable connection downstream from the newly installed meter and backflow prevention assembly; and (3) upon completion of the work outlined above, the disconnected portion of the existing line will be disconnected from the water main, drained, capped, and abandoned in place (to avoid damage to existing, mature landscaping), Ranch Landowner shall deliver to the City the old meter to be removed as part of the work. The City’s Water Division will cooperate with Ranch Landowner to coordinate the scheduling of such work and provide shut-off service as needed to facilitate Ranch Landowner’s disconnection and reconnection work. Provided the foregoing requirements are satisfied, City shall continue to make recycled water available to Ranch Landowner at user charges specified in the Roseville Municipal Code (RMC). For billing purposes, the newly installed 1.5-inch potable meter shall be billed at the 1-inch billing rate in effect per the RMC and the ownership of the backflow prevention device, its routine testing and maintenance shall remain with City.

“If Ranch Landowner does not complete the work specified in this paragraph by July 1, 2018, City may, at its option, terminate delivery of recycled water and physically disconnect the recycled water system serving Parcels DC-9A and DC-9B. Any such termination of delivery of recycled water to the Ranch Parcel shall not affect the City’s continued delivery of potable water to the Ranch Parcel through the existing service.”

c. New and Revised Exhibits. New **Exhibit “A”** (Legal Description for DC-9A/9B Property) and new **Exhibit “G-1”** (Form of Right of Entry to Maintain Backflow Prevention Assembly) are attached hereto and hereby incorporated into and made a part of the Development Agreement.

2. Consistency with General Plan. The City hereby finds and determines that execution of this Tenth Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

3. Amendment. This Tenth Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein. All remaining terms, covenants and conditions of the Development Agreement not amended hereby shall remain in full force and effect as applied to the DC-9A/9B Property. This Tenth Amendment only affects the development of the DC-9A/9B Property described in **Exhibit “A”** attached hereto and does not amend or modify the rights or obligations associated with the development of any other Parcels within the Specific Plan.

4. Form of Amendment. This Tenth Amendment is executed in two duplicate counterparts, each of which is deemed to be an original.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_\_ day of \_\_\_\_\_, 2018, and Landowner has caused this Amendment to be executed.

**CITY:**

**CITY OF ROSEVILLE,  
a municipal corporation**

BY: \_\_\_\_\_  
Rob Jensen  
City Manager

ATTEST:

BY: \_\_\_\_\_  
Sonia Orozco  
City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO SUBSTANCE:

BY: \_\_\_\_\_  
Kevin Payne  
Development Services Director

**LANDOWNER:**

\_\_\_\_\_  
**STEPHEN L. DES JARDINS,**  
**CO-TRUSTEE** of the Des Jardins/Reinert  
Family Trust

\_\_\_\_\_  
**BRANDY 'LIZABETH REINERT,**  
**CO-TRUSTEE** of the Des Jardins/Reinert  
Family Trust

**[ALL SIGNATURES MUST BE NOTARIZED]**

**ACKNOWLEDGMENT**

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

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_  
(Here insert Name and Title of Officer)

personally appeared \_\_\_\_\_,  
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.

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

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.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

**EXHIBIT "A"**

**Legal Description of DC-9A/9B Property**

That certain real property situated in the City of Roseville, County of Placer, State of California, described as follows:

*[Legal Description to Be Inserted]*

APN: \_\_\_\_\_

**EXHIBIT “G-1”**

**Form of Right of Entry to Maintain Backflow Prevention Assembly**

*[To Be Attached]*