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**NINTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE
AND BBC ROSEVILLE OAKS, LLC
RELATIVE TO THE
CAMPUS OAKS PROPERTY WITHIN THE
HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN**

This Ninth Amendment of Development Agreement (the "Ninth Amendment") is entered into this ____ day of _____, 2020, by and between the **CITY OF ROSEVILLE**, a municipal corporation, hereinafter "City", and **BBC ROSEVILLE OAKS, LLC**, an Illinois limited liability company, hereinafter "Landowner", pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

Recitals

1. **Original Development Agreement.** On August 1, 1996, the City and Hewlett-Packard Company entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Hewlett-Packard Company Relative to the Roseville Master Plan" (the "Original Development Agreement"). The Original Development Agreement was recorded in the Official Records of Placer County on August 16, 1996, as instrument No. 96-00047544 and re-recorded on March 25, 1998 as Instrument No. 98-0019739.

2. **First Amendment of Development Agreement.** On May 23, 2001, the City and Hewlett-Packard Company entered into that certain agreement entitled "First Amendment of Development Agreement By and Between The City of Roseville and Hewlett-Packard Relative to the Roseville Master Plan" ("First Amendment"). The First Amendment was recorded in the Official Records of Placer County on June 7, 2001, as Instrument No. 2001-0056191.

3. **Subdivision of Hewlett-Packard Property.** Hewlett-Packard subdivided the Master Plan Property into four Parcels. Subsequent to that time, Hewlett-Packard transferred

and/or sold the Parcels to other landowners. Therefore, there are multiple landowners with legal interest in the existing Development Agreement.

4. **Campus Oaks Master Plan.** On August 5, 2015, the City approved the Hewlett-Packard Campus Oaks Master Plan Amendment that amended the Master Plan for Parcel 1 and Parcel 4.

5. **Second Amendment of Development Agreement for Parcels 1 and 4.** On August 19, 2015, the City approved entering into a Second Amendment to the Development Agreement for Parcel 1 and Parcel 4 with Hewlett-Packard and BBC Roseville Oaks, LLC. The Second Amendment was recorded in the Official Records of Placer County on August 21, 2015, as Instrument No. 2015-0073371.

6. **Third Amendment of Development Agreement for Parcel 1.** On August 19, 2015, the City approved entering into a Third Amendment to the Development Agreement for Parcel 1 with Hewlett-Packard. The Third Amendment was recorded in the Official Records of Placer County on September 16, 2015, as Instrument No. 2015-0081192 and is not applicable to Parcel 4.

7. **Fourth Amendment of Development Agreement for Parcel 4.** On August 19, 2015, the City approved entering into a Fourth Amendment to the Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC. The Fourth Amendment was recorded in the Official Records of Placer County on September 16, 2015, as Instrument No. 2015-0081193.

8. **Fifth Amendment of Development Agreement for Parcel 4.** On October 7, 2016, the City approved entering into a Fifth Amendment to the Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC. The Fifth Amendment was recorded in the Official Records of Placer County on October 17, 2016, as Instrument No. 2016-0088960.

9. **Sixth Amendment of Development Agreement for Parcel 3.** On May 18, 2017, the City approved entering into a Sixth Amendment to the Development Agreement for Parcel 3 with Quality Investment Properties Roseville, LLC, Quality Investment Properties Roseville II, LLC, and Quality Investment Properties Roseville Land Company, LLC. The Sixth Amendment was recorded in the Official Records of Placer County on May 26, 2017, as Instrument No. 2017-0038715 and is not applicable to Parcel 4.

10. **Seventh Amendment of Development Agreement for Parcel 4.** On January 18, 2019, the City approved entering into a Seventh Amendment to the Development Agreement with BBC Roseville Oaks, LLC, for the portion of Parcel 4 planned for commercial development. The Seventh Amendment was recorded in the Official Records of Placer County on January 23, 2019, as Instrument No. 2019-0003961.

11. **Eighth Amendment of Development Agreement for Parcel 2.** On December 4, 2019, the City approved entering into an Eighth Amendment to the Development Agreement for Parcel 2 with R10 Foothill, LLC. The Eighth Amendment was recorded in the Official Records of Placer County on January 13, 2020, as Instrument No. 2020-0002586, and is not

applicable to Parcel 4. The Original Development Agreement, as amended by the First through Eighth Amendments, shall be referred to herein as the "Development Agreement." Except as otherwise defined herein, all capitalized terms used herein shall have meanings ascribed thereto in the Development Agreement unless otherwise provided herein. All reference to "Section" herein, unless otherwise noted, shall mean and refer to the corresponding Section of the Development Agreement.

12. **Campus Oaks South Property Subject to Ninth Amendment.** The subject of this Ninth Amendment is the development of the southern residential portion of the Campus Oaks Property, generally described as revised Campus Oaks Parcels CO-2, CO-3, CO-4, CO-6, CO-7, CO-12, CO-63, CO-64, and CO-65, as more particularly described in **Exhibit A** attached and incorporated hereto and diagrammed in **Exhibit B** also attached and incorporated hereto (herein, the "Campus Oaks South Property"). Landowner represents that it owns all the Parcels comprising the Campus Oaks South Property in fee and that all other persons holding legal or equitable interests in the Campus Oaks South Property shall be bound by this Ninth Amendment.

13. **Purpose of Amendment.** The purpose of this Ninth Amendment is to modify some of the residential land use acreages and configurations for development of the southern portion of the Campus Oaks Property, consistent with the amendments to the Master Plan approved by the City as described below, and revise the timing for construction of the HP2/CO64 Park as provided herein.

14. **Amendments to Master Plan for Campus Oaks Property.** In connection with Landowner's reconfigured development of the Campus Oaks Property over time, Landowner has prepared and processed with the City, and the City has approved as provided below, certain amendments to the Hewlett-Packard Campus Oaks Master Plan for the Campus Oaks Property (the "Third Amended HPCO Master Plan"). The purpose of this Ninth Amendment is to amend the Development Agreement and the Entitlements vested thereby, including incorporating the Third Amended HPCO Master Plan as part of the Revised Entitlements described herein, as applied to development of the Campus Oaks South Property to facilitate the planned development of the Campus Oaks Property.

15. **Authorization.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement establishing certain development rights in and obligations with respect to the property which is the subject of the development project application. In addition to this statutory authorization, Section 1.4 of the Development Agreement allows amendments to the Development Agreement that affect less than the entire Master Plan Area to be approved by the owner(s) in fee of the portions of the Master Plan Area that is subject to or affected by such amendment. In accordance with Section 1.4 of the Development Agreement, Landowner proposes hereby to amend the terms and conditions for development only as to the Campus Oaks South Property described in **Exhibit A**

attached hereto, which amendments are limited to the Campus Oaks South Property, do not impose any new burdens or obligations on any other property in the Master Plan Area, and do not affect or impair the development rights of any other properties within the Master Plan Area.

16. **Hearing.** On _____, 2020, 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, following a duly noticed and conducted public hearing, considered this Ninth Amendment and recommended that the City Council approve this Ninth Amendment for the Campus Oaks South Property.

17. **Environmental Review.** On August 5, 2015, in connection with its approval of the Second and Fourth Amendments to the Development Agreement, the City Council adopted the Addendum to the Plan FEIR (the "First Addendum") for development of the residential, business professional, commercial, light industrial (tech/business park), park, open space and public/quasi-public uses within the Campus Oaks Property consistent with the Entitlements vested by the Development Agreement. An Initial Study prepared in support of the First Addendum identified mitigation measures to reduce environmental impacts which have been incorporated into the Amended Master Plan for the Campus Oaks Property and in the terms and conditions of the Development Agreement, which shall continue to apply, as applicable, to the development of the Campus Oaks South Property.

On August 17, 2016, in connection with its approval of the First Amended HPCO Master Plan and the Fifth Amendment, the City Council adopted the Second Addendum to the Plan FEIR (the "Second Addendum") for development of the Campus Oaks Property consistent with the reconfigured land uses approved for the Campus Oaks Property. An Initial Study prepared in support of the Second Addendum identified no new environmental impacts and accordingly no additional mitigation measures are required.

On December 5, 2018, in connection with its approval of the Second Amended HPCO Master Plan and the Seventh Amendment, the City Council considered the Third Addendum to the Plan FEIR (the "Third Addendum") for development of the Campus Oaks Property consistent with the reconfigured land uses approved for the Campus Oaks Property. An Initial Study prepared in support of the Third Addendum identified no new environmental impacts and accordingly no additional mitigation measures are required.

On _____, 2020, in connection with its approval of the Third Amended HPCO Master Plan and this Ninth Amendment, the City Council considered the Fourth Addendum to the Plan FEIR (the "Fourth Addendum") for development of the Campus Oaks South Property consistent with the reconfigured land uses approved for the Campus Oaks South Property. An Initial Study prepared in support of the Fourth Addendum identified no new environmental impacts and accordingly no additional mitigation measures are required.

18. **No New Impacts Associated with Approval of Amendment.** The City Council has determined that the adoption of this Ninth Amendment involves no new impacts not considered in the Plan FEIR and Addenda described above; therefore, no further environmental documents relating to the adoption of this Ninth Amendment are required.

19. **Development Agreement Ordinance.** City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Chapter 19.84 of the Roseville Municipal Code. This Ninth Amendment, to the extent it amends and affects the terms of the Development Agreement for the Campus Oaks South Property, is consistent with and authorized by the amendment provisions of Section 1.4 of the Development Agreement.

20. **Consistency with Amended General Plan and Amended HPCO Master Plan.** Having duly examined and considered this Ninth Amendment and the Revised Entitlements to be vested hereby, and having held properly noticed public hearings hereon, City finds and declares that this Ninth Amendment is consistent with the Amended General Plan of the City of Roseville and the HPCO Master Plan, as amended by the First, Second and Third Amendments thereto.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendment of Development Agreement.** The following sections of the Development Agreement for the Campus Oaks South Property are hereby amended as follows:

a. **Revised Section 2.2 (Vested Entitlements).** The land use acreage allocation set forth in Section 2.2 of the Development Agreement, as applied to the Campus Oaks South Property, is hereby revised to read as follows:

“2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Campus Oaks South Property in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the following land uses (with approximate acreages) for the Campus Oaks South Property:

Low/Med Density Residential	66.83 Acres/451 units
Parks	12.40 acres
Backbone Roads	<u>0.00</u> acres
TOTAL	79.23 acres

all as set forth in **Exhibit B.** Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of the Development Agreement, or as they may provide from time-to-time by amendment of the Master Plan. Landowner's vested right to proceed with the development of the Campus Oaks South Property shall be subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Campus Oaks South Property for the uses and to the density or intensity of development or rate of timing of development set forth in this Agreement so long as any limitations set forth in the Master Plan applicable to the Campus Oaks South Property have not been reached and further provided Landowner is not in default under this Agreement.”

- b. **Revised Section 3.2.2 (Construction of Park Improvements).** Section 3.2.2.A and the first paragraph of Section 3.2.2.D are hereby revised to read as follows:

“3.2.2.A The HP2/CO64 Park shall be improved in conjunction with Landowner's development of the portion of the Campus Oaks Property outlined as Phase B and Phase C on Exhibit B (“Phases B and C”). In particular, the HP2/CO64 Park shall be improved in conjunction with development of Parcels CO-2, CO-3, CO-4, CO-6, CO-7, CO-11, CO-12, CO-13 and CO-16, as shown on Exhibit B (the “Phase B and C Parcels”).

.....

“3.2.2.D Since the Master Plan graphic is merely conceptual, Landowner shall submit a final and approved master plan to the City for improvement of the HP2/CO64 Park prior to the issuance of the building permit for the 207th residential unit within the Phase B and C Parcels and shall commence construction of the park improvements for the HP2/CO64 Park in accordance with the approved park improvement plans prior to the issuance of the building permit for the 282nd residential unit within the Phase B and C Parcels. Thereafter, Landowner shall diligently proceed with such construction and use its best efforts, subject to the provisions of Section 5.3 below, to complete the construction of its improvements to the HP2/CO64 Park within one hundred fifty (150) business days of the date of commencement of such improvement, not including the establishment period as defined in the City's park construction standards.”

- c. **Revised Section 3.8.1.A (Blue Oaks Boulevard Improvements).** Section 3.8.1.A is hereby revised to read as follows:

“3.8.1.A Landowner shall construct the frontage improvements along Blue Oaks Boulevard consisting of curb, gutter and remaining asphalt to connect to the existing Blue Oaks Boulevard roadway improvements, streetlights, and electric trench to underground the existing 12kv electric line from its intersection with Foothills Boulevard to its intersection with Woodcreek Oaks Boulevard, as shown in cross-section in Exhibit C-1. Unless otherwise constructed in part by the owner of Parcel 3 in connection with its development of Parcel 3 prior to development of the Campus Oaks Property, Landowner shall commence construction of the foregoing improvements along Blue Oaks Boulevard between Foothills Boulevard and Woodcreek Oaks Boulevard within twelve (12) months of the first sale of bonds by the Infrastructure CFD (which will include the amount then estimated by the City to construct such improvements), subject to the City's good faith processing of the improvement plans for Blue Oaks Boulevard pursuant to this Agreement. Improvements to Blue Oaks Boulevard shall be completed within four and a half (4 1/2) years from the earlier of the following: (1) sale of bonds by the first Infrastructure CFD acquisition; (2) if Landowner receives a building permit for a building located within three hundred feet (300') or less of the southerly right of way for Blue Oaks Boulevard; or (3) any roadway connection is made to Blue Oaks Boulevard, whichever occurs first. Provided, however, Landowner shall not be obligated to install any portion of the frontage improvements along Parcel 3 if and to the extent the installation thereof requires the cooperation of the owner thereof to provide construction

access and right of way dedication to facilitate such construction and such necessary access and right of way dedication is not provided by such owner.

“Sidewalk improvements shall not be required to be installed along Blue Oaks Boulevard within the Campus Oaks Property except in connection with the issuance of a building permit for a building within Campus Oaks Property within 300’ or less of the Blue Oaks Boulevard right of way, in which case such sidewalk improvements shall be installed by the applicant for such building permit. All improvements to be installed by Landowner shall comply with City’s then current standards for public streets. Auxiliary lanes, deceleration lanes and bus turnouts can encroach into the public utility easement (PUE)/landscape setback easement (LSE).”

2. **Exhibits.** The following Revised Exhibits are attached hereto and incorporated herein by reference and hereby replace and supersede the respective Exhibits previously attached to the Development Agreement with respect to the Campus Oaks South Property. Accordingly, all references to the applicable Exhibits in the Development Agreement with respect to the Campus Oaks South Property, as amended hereby, shall mean and refer to the corresponding Revised Exhibits below:

Exhibit A -- Legal Description of Campus Oaks South Property

Exhibit B -- Land Use Map of Campus Oaks South Property/Phasing

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

4. **Amendment Limited to Campus Oaks South Property.** This Ninth Amendment is limited to and applies only to development of the Campus Oaks South Property and does not affect or apply in any manner with respect to the development of any other property within the Master Plan Area, including without limitation, any other portion of the Campus Oaks Property.

5. **Amendment; Balance of Development Agreement In Full Force.** This Ninth Amendment amends, but does not replace or supersede, the Development Agreement. In the event of any conflict, the language of this Ninth Amendment shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Development Agreement shall remain in full force and effect.

6. **Form of Amendment; Execution in Counterparts.** This Ninth Amendment is executed in duplicated originals, each of which is deemed to be an original, and may be executed in counterparts.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement 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:

CITY OF ROSEVILLE,
a municipal corporation

LANDOWNER:

BBC ROSEVILLE OAKS, LLC,
an Illinois limited liability company

By: _____
Dominick Casey, City Manager

By: _____
Name: _____
Title: _____

ATTEST:

Sonia Orozco, City Clerk

APPROVED AS TO FORM:

Robert R. Schmitt, City Attorney

APPROVED AS TO SUBSTANCE:

Mike Isom, Development Services Director

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 _____, 2020, 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.

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 FOR PARCELS COMPRISING
CAMPUS OAKS SOUTH PROPERTY**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

Lots H and I, as said lots are shown and so designated on that certain Final Map filed in Book EE of Maps, Page 86, Placer County Records.

TOGETHER WITH Resultant Lot 8, as said lot is described in that certain document entitled, "Lot Line Adjustment Certificate of Compliance" recorded as Document No. 2017-0031664, Placer County Official Records.

TOGETHER WITH Resultant Lot 16 and Resultant Lot 19, as said lots are described in that certain document entitled, "Lot Line Adjustment Certificate of Compliance" recorded as Document No. 2017-0031664, Placer County Official Records.

TOGETHER WITH Lots 7, 10, 14, 20 through 23, inclusive, Lot 25, together with Lots A, B, F and G, as said lots are shown and so designated on that certain Final Map filed in Book DD of Maps, Page 47, Placer County Records.

EXCEPTING THEREFROM all that portion of the above referenced Lot 10 conveyed to the CITY OF ROSEVILLE, pursuant to that certain document entitled, "Grant Deed" recorded as Document No. 2018-0044522, Placer County Official Records.

**APNs ASSOCIATED WITH PARCELS COMPRISING
CAMPUS OAKS SOUTH PROPERTY**

481-260-007, 481-260-024, 481-260-034, 481-270-004, 481-270-011, 481-270-012, 481-270-013, 481-270-014, 481-270-015, 481-270-016, 481-270-017, 481-270-032, 481-270-043, 481-270-045 and a portion of 481-270-002 and 481-270-005.

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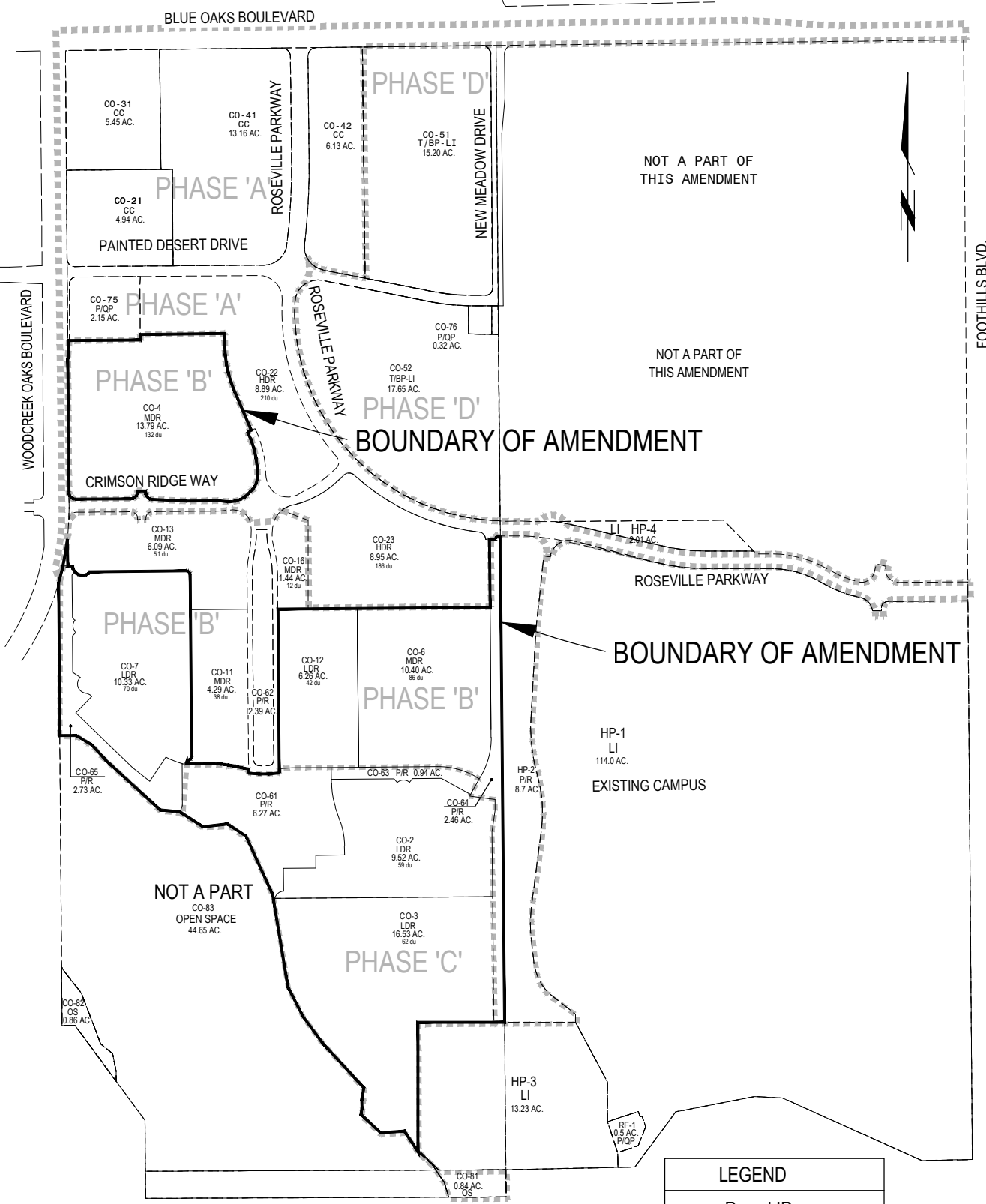


EXHIBIT "B"
LAND USE MAP OF
SUBJECT PROPERTY / PHASING

9th AMENDMENT TO DEVELOPMENT AGREEMENT
CAMPUS OAKS SUBJECT PROPERTY MARCH 2020