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Roseville, CA 95678

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**TENTH 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 Tenth Amendment of Development Agreement (the "Tenth Amendment") is entered into this ____ day of _____, 2023, by and between the **CITY OF ROSEVILLE**, a municipal corporation (hereinafter "City"), and **PINE ISLAND APARTMENTS, LLC**, an Indiana limited liability company (hereinafter "Landowner"), as successor in interest to **BBC ROSEVILLE OAKS, LLC**, an Illinois limited liability company (hereinafter "BBC"), 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 was 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 was 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 was not applicable to Parcel 4.

12. **Ninth Amendment of Development Agreement for Parcel 4.** On June 3, 2020, the City approved entering into a Ninth Amendment to the Development Agreement for a portion of Parcel 4 (the "Campus Oaks South Property") with BBC. The Ninth Amendment was recorded in the Official Records of Placer County on July 6, 2020, as Instrument No 2020-0066871-00.

13. **Campus Oaks Property Subject to Tenth Amendment.** The subject of this Tenth Amendment is the development of Campus Oaks Parcel CO-52, as more particularly described in **Exhibit 1** attached and incorporated hereto and diagrammed in **Exhibit 2** also attached and incorporated hereto (herein, the "Parcel CO-52 Property"). Landowner represents that it owns all of the Parcel CO-52 Property in fee and that all other persons holding legal or equitable interests in Parcel CO-52 shall be bound by this Tenth Amendment. The Original Development Agreement, as amended by the First through Tenth 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 references to "Section" herein, unless otherwise noted, shall mean and refer to the corresponding Section of the Development Agreement.

14. **Purpose of Amendment.** The purpose of this Tenth Amendment is to reflect the modification of the land use and zoning for Parcel CO-52 from Tech Park/Business Park to High Density Residential, with an allocation of 285 High Density Residential units to Parcel CO-52, consistent with the amendments to the General Plan, Master Plan and zoning approved by the City as described below.

15. **Amendments to Master Plan for Campus Oaks Property.** In connection with Landowner's land use entitlements for Parcel CO-52, 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 "Fourth Amended HPCO Master Plan"). The purpose of this Tenth Amendment is to amend the Development Agreement and the Entitlements vested thereby, including incorporating the Fourth Amended HPCO Master Plan as part of the Revised Entitlements described herein, as applied to development of the Parcel CO-52 Property, to facilitate the planned development of the Parcel CO-52 Property.

16. **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 Parcel CO-52 Property described in **Exhibit 1** attached hereto, which amendments are limited to the Parcel CO-52 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.

17. **Hearing.** On _____, 2023, 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 Tenth Amendment and recommended that the City Council approve this Tenth Amendment for the Parcel CO-52 Property.

18. **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 were incorporated into the Amended Master Plan for the Campus Oaks Property and in the terms and conditions of the Development Agreement, which continue to apply, as applicable, to the development of the Campus Oaks 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 were 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 were required.

On May 20, 2020, in connection with its approval of the Third Amended HPCO Master Plan and the 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 were required.

On _____, 2023, in connection with its approval of the Fourth Amended HPCO Master Plan and this Tenth Amendment, the City Council considered the Fifth Addendum to the Plan

FEIR (the “Fifth Addendum”) for development of the Parcel CO-52 Property consistent with the amended land use and zoning approved for the Parcel CO-52 Property. An Initial Study prepared in support of the Fifth Addendum identified no new environmental impacts and accordingly no additional mitigation measures are required.

19. **No New Impacts Associated with Approval of Amendment.** The City Council has determined that the adoption of this Tenth 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 Tenth Amendment are required.

20. **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 Tenth Amendment, to the extent it amends and affects the terms of the Development Agreement for the Parcel CO-52 Property, is consistent with and authorized by the amendment provisions of Section 1.4 of the Development Agreement.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendment of Development Agreement.** The following sections of the Development Agreement for the Parcel CO-52 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 Parcel CO-52 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 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 Property:

Low/Med Density Residential	78.65 acres/552 units
High Density Residential	35.49 acres/681 units*
Commercial/Retail	29.68 acres/240,000 sq.ft.
Light Industrial (Tech Park/Business Park)	15.20 acres/150,000 sq.ft.
Parks	11.12 acres
Paseos	3.67 acres
Open Space	1.70 acres
Fire Station/Well Site (P/QP)	2.47 acres
Roads	10.7 acres

TOTAL

188.68 acres

*City required obligation to develop 50 percent of the 285 units allocated to Parcel CO-52 for low-income households (for a total obligation of 143 low-income units) due to the change in land use designation and zoning for Parcel CO-52 to HDR and R3 is being transferred to Sierra Vista Specific Plan Parcels WB-30 and WB-32.

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 Parcel CO-52 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 Parcel CO-52 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 Parcel CO-52 Property have not been reached and further provided Landowner is not in default under this Agreement.

“For purposes of development of Parcels CO-51 and CO-52 of the Campus Oaks Property pursuant to the Master Plan, the intensity Thresholds for the planned High Density Residential uses for Parcel CO-52 and the Light Industrial (Tech Park/Business Park) uses described for Parcel CO-52 of the Campus Oaks Property in the Master Plan are as follows:

<u>Property</u>	<u>Gross Sq. Ft. or HDR units</u>	<u>Water</u> (Max Daily Demand)	<u>Sewer</u> (Max Daily Flow)	<u>Electric</u> (Peak Annual Demand)	<u>Traffic</u> (PM Peak Hour Trips)
CO Parcel 51	150,000	0.079 mgd	0.026 mgd	0.93 MW	145
CO Parcel 52	285 units	0.101 mgd	0.074 mgd	1.00 MW	165
CO 51 & 52	150,000/285 units	0.180 mgd	0.100 mgd	1.93 MW	310

“Landowner and City acknowledge that, as more particularly described in the Master Plan and as analyzed in the Addendum, nothing in this Agreement or the Entitlements vested hereby for the Campus Oaks Property affects or reduces the vested development rights of the other properties within the Master Plan Area. Landowner acknowledges and agrees that the uses described in the Master Plan for the other properties within the Master Plan Area are compatible with the vested uses planned for development of the Campus Oaks Property.

“Landowner acknowledges that it shall have no right to seek to amend the zoning of the portion of the Campus Oaks Property identified on **Exhibit B** as Parcel CO-51 from Light Industrial (Tech/Business Park) use for a period of twenty (20) years from the Effective Date of this Fourth Amendment.”

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 Parcel CO-52 Property. Accordingly, all references to the applicable Exhibits in the Development Agreement with respect to the Parcel CO-52 Property, as amended hereby, shall mean and refer to the corresponding Revised Exhibits below:

Exhibit 1 -- Legal Description of Parcel CO-52 Property

Exhibit 2 -- Land Use Map of Parcel CO-52 Property

Exhibit B -- Land Use Map of Property/Phasing (land use change for CO-52 only)

Exhibit B-1 – Affordable Housing Sites (land use change for CO-52 only)

3. **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.

4. **Amendment Limited to Parcel CO-52 Property.** This Tenth Amendment is limited to and applies only to development of the Parcel CO-52 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 Tenth Amendment amends, but does not replace or supersede, the Development Agreement. In the event of any conflict, the language of this Tenth 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 Tenth 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 _____, 2023.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Dominick Casey, City Manager

LANDOWNER:

PINE ISLAND APARTMENTS, LLC,
an Indiana limited liability company

By: _____
Name: Scott I. Canel
Title: Manager

ATTEST:

Carmen Avalos, City Clerk

APPROVED AS TO FORM:

Michelle Sheidenberger, 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 _____, 2023, 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 "1"
LEGAL DESCRIPTION of PARCEL CO-52 PROPERTY

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

Lot 11 as said lot is shown and so designated on that certain final map entitled "Large Lot Final Map Campus Oaks Subdivision No. PL14-0373", filed in Book DD of Maps, Page 4.7, Placer County Records.

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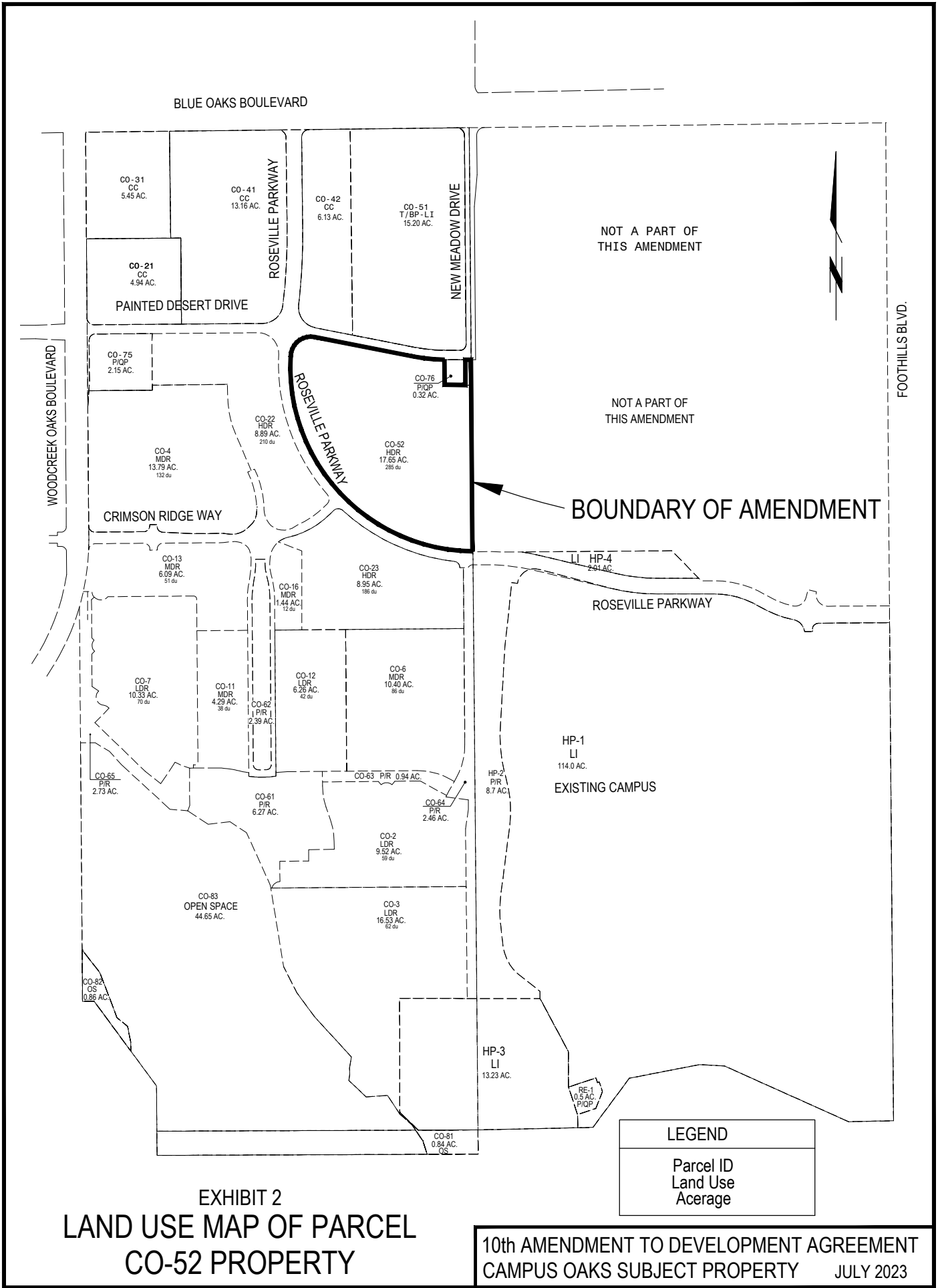


EXHIBIT 2
 LAND USE MAP OF PARCEL
 CO-52 PROPERTY

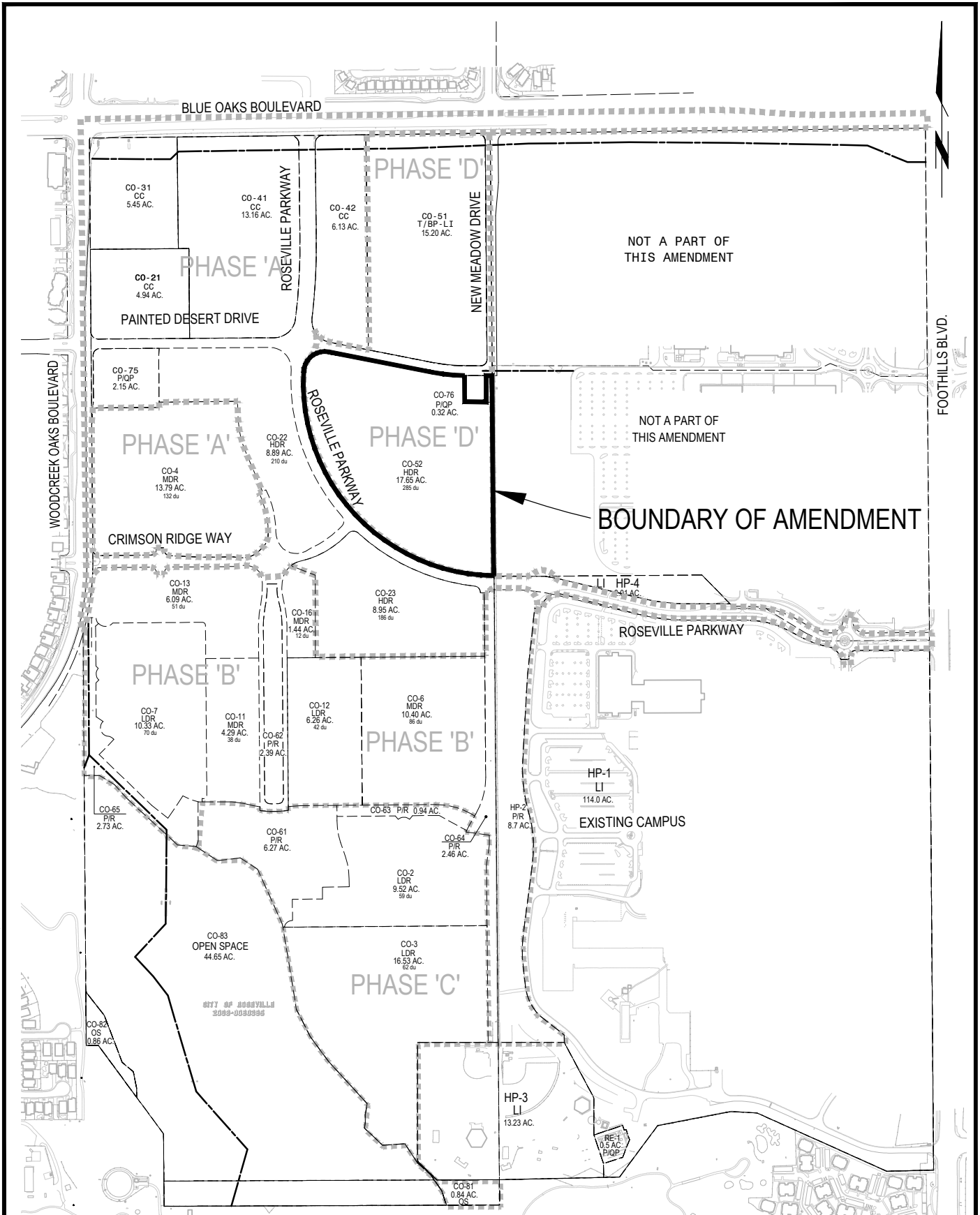
LEGEND		
Parcel ID		
Land Use		
Acreage		

10th AMENDMENT TO DEVELOPMENT AGREEMENT
 CAMPUS OAKS SUBJECT PROPERTY JULY 2023

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EXHIBIT "B" LAND USES OF PROPERTY/PHASING

10th AMENDMENT TO DEVELOPMENT AGREEMENT
CAMPUS OAKS SUBJECT PROPERTY JULY 2023



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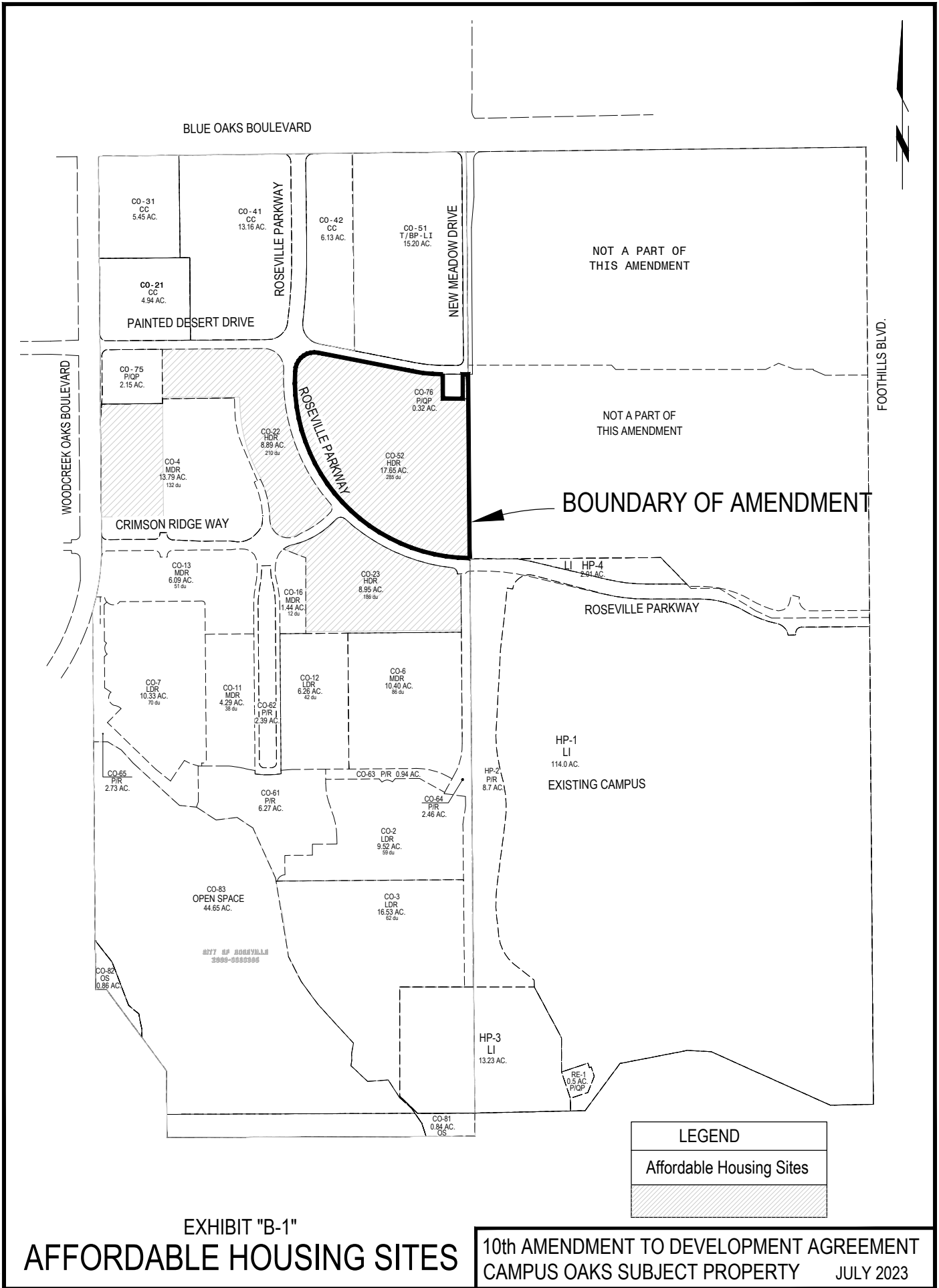


EXHIBIT "B-1"
AFFORDABLE HOUSING SITES

10th AMENDMENT TO DEVELOPMENT AGREEMENT
 CAMPUS OAKS SUBJECT PROPERTY JULY 2023

LEGEND
Affordable Housing Sites