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**JIM MCCAULEY**  
**DOC- 2015-0073371-00**

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 Government Code Section 6103

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 AND WHEN RECORDED MAIL TO:

City Clerk  
 City of Roseville  
 311 Vernon Street  
 Roseville, CA 95678

FRIDAY, AUG 21, 2015 12:57:11  
 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 # 02456236  
 CLKCNMLFJ1/JC/1-26

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

**SECOND AMENDMENT FOR PARCELS 1 AND 4 OF THE  
 DEVELOPMENT AGREEMENT BY AND BETWEEN  
 THE CITY OF ROSEVILLE AND HEWLETT-PACKARD COMPANY  
 AND BBC ROSEVILLE OAKS, LLC  
 RELATIVE TO THE ROSEVILLE MASTER PLAN**

THIS SECOND AMENDMENT FOR PARCELS 1 AND 4 OF THE DEVELOPMENT AGREEMENT (this "Second Amendment") is entered into this 19th day of August, 2015, by and between the **CITY OF ROSEVILLE**, a municipal corporation ("City"), and **HEWLETT- PACKARD COMPANY**, a Delaware corporation ("Hewlett-Packard"), and **BBC ROSEVILLE OAKS, LLC**, an Illinois limited liability company ("Campus Oaks"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California. References herein to "Amending Landowner" shall mean and refer to Hewlett-Packard and Campus Oaks with regards to Parcels 1 and 4, respectively, as such Parcels and the parties' respective ownerships thereof are further described herein, and references herein to "Amending Landowners" shall mean and refer to Hewlett-Packard and Campus Oaks collectively.

WITNESSETH:

A. Development Agreement. On August 1, 1996, the City and Hewlett-Packard 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. 96-0047544 and re-recorded on March 25, 1998 as Instrument No. 98-0019739.

B. First Amendment. On May 23, 2001, the City and Hewlett-Packard 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. The Original Development Agreement, as



amended by the First Amendment, shall be 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 unless otherwise provided herein. All references to "Section" herein, unless otherwise noted, shall mean and refer to the corresponding Section of the Development Agreement.

C. Property. The subject of this Second Amendment is the development of the portion of the Property commonly known as Parcels 1 and 4, and more particularly described in Exhibit A-2 attached hereto ("Parcels 1 and 4"). Due to Hewlett-Packard's prior conveyance to the City of approximately 44.65 acres of open space and approximately 0.50 acres for a substation, the overall Property encumbered by the Development Agreement now consists of approximately 447.02 acres in the City of Roseville, County of Placer. As a result of its subsequent subdivision, the remainder of the Property encumbered by the Development Agreement is commonly referred to as Parcels 1, 2, 3 and 4 and generally depicted in the Revised Map of the Property attached hereto as Revised Exhibit A-1 (hereinafter, the "Property"). For purposes hereof, all references to "Parcel 1" and "Parcel 4" shall mean and refer to the corresponding Parcels depicted in Revised Exhibit A-1 and described in Exhibit A-2 attached hereto and the "Remaining Property" shall mean and refer to the remainder of the Property after removing Parcels 1 and 4 therefrom.

Hewlett Packard is the owner of Parcel 1, consisting of approximately 140.70 acres; and Campus Oaks is the owner of Parcel 4, consisting of approximately 189.88 acres. All references to a "Parcel" with respect to any Amending Landowner shall mean and refer to the applicable Parcel 1 or Parcel 4 owned by such Amending Landowner as of the Effective Date hereof. Hewlett-Packard and Campus Oaks hereby represent, each as to their respective ownerships, that Hewlett-Packard owns Parcel 1 and Campus Oaks owns Parcel 4 in fee and that all other persons holding legal or equitable interests in Parcels 1 and 4 shall be bound by this Second Amendment.

D. Purpose of Amendment. The Amending Landowners and City desire to amend the Development Agreement to facilitate the development of the Property by allocating the existing vested entitlements under the Development Agreement between the two Parcels owned by the Amending Landowners, while preserving and not affecting the remaining vested entitlements allocable to the Remaining Property, in a manner that allows each Amending Landowner to thereafter be assured of its ability to develop its Parcel independent of the other Landowners and the development of their Parcels.

This Second Amendment defines the vested rights for each of the Amending Landowner's Parcels, as well as preserving the vested rights for the Remaining Property, including infrastructure capacities that cannot be diminished. In addition, the Development Agreement, as amended by this Second Amendment, specifies the obligations of each Amending Landowner's Parcel for Master Plan infrastructure and provides dedication and reimbursement provisions to support such development to which the Amending Landowners and City hereby agree. The Amending Landowners and City also desire to extend the term of the Development Agreement, as well as update the existing terms and provisions for development of Parcels 1 and 4 based upon existing conditions, all in substantial conformance with the intent and basic provisions of the Hewlett-Packard Roseville Master Plan, as adopted

by Resolution No. 96-203, amended by Resolution No. 01-97 and as revised with the conforming errata replacement table approved by the City Council by Resolution No. n/a (collectively, the "Master Plan").

E. 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 and an applicant for a development project to enter into a development agreement establishing certain development rights in and obligations with respect to Parcels 1 and 4, which is the subject of this Second Amendment. In addition to this statutory authorization, Section 1.4 of the Development Agreement allows for this amendment of the Development Agreement.

F. Planning Commission Hearing. On July 16, 2015, 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 public hearing, considered this Second Amendment to the Development Agreement and recommended that the City Council approve this Second Amendment.

G. Environmental Review. On June 5, 1996, the City Council, in Resolution 96-204 certified as adequate and complete the Final EIR (the "Plan FEIR") for the Master Plan and Development Agreement. Feasible mitigation measures were suggested in the Plan EIR and were incorporated into the Master Plan and into the terms and conditions of the existing Development Agreement. On August 5, 2015, the City Council adopted the Addendum to the Plan FEIR (the "Addendum") for development of Parcel 1 and Parcel 4 consistent with the revised Entitlements described below (the "Project"). An Initial Study prepared in support of the Addendum identified mitigation measures to reduce environmental impacts which have been incorporated into the Project and in the terms and conditions of this Second Amendment, as reflected by the findings adopted by the City Council concurrently with this Second Amendment.

H. No New Impacts Associated with Approval of Amendment. The City Council has determined that the adoption of this Second Amendment involves no new impacts not considered in the Addendum; therefore, no further environmental documents relating to the adoption of this Second Amendment are required.

I. Second Amendment. This Second Amendment amends the Development Agreement with respect to Parcels 1 and 4 and shall run with the land in all cases.

J. Development Agreement Ordinance. City and Amending Landowners 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 Agreement, to the extent it amends and affects the terms of the Development Agreement for Parcels 1 and 4, and preserves and does not adversely affect the vested rights allocable to the Remaining Property, is consistent with and authorized by the amendment provisions of Section 1.4 of the Development Agreement.

K. Consistency with General Plan and Master Plan. Having duly examined and considered this Second Amendment and having held properly noticed public hearings hereon, City finds and declares that this Second Amendment is consistent with the General Plan of the City of Roseville and with the Master Plan. In particular, the City finds that all amendments herein related to the implementation of the Master Plan, including the allocation of Intensity Thresholds between Parcel 1 and Parcel 4 and the Remaining Property, are consistent with the intent and basic provisions of the Master Plan as determined by the City and therefore are in substantial conformity with the Master Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Amendment of Development Agreement. The following sections of the Development Agreement are hereby amended with respect to development of Parcels 1 and 4 as follows:

A. Revised Recitals (Property). The description of the "Property" which is the subject of the Development Agreement is hereby acknowledged to refer to Parcels 1 and 4 and the Remaining Property as depicted in Revised Exhibit A-1 attached to this Second Amendment.

B. Extended Term. For purposes of Section 1.3, the City and the Amending Landowners hereby agree to extend the term of the Development Agreement to and through December 31, 2045, 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.

C. Landowner. All references to "Landowner" in the Development Agreement, as amended hereby, shall mean and refer to each of the Amending Landowners, as applicable, with respect to Parcels 1 and 4.

D. Subsequent Amendments, New Development Agreements and/or Master Plan Amendments. Section 1.4 is hereby revised in its entirety to read as follows:

"1.4 Subsequent Amendments, New Development Agreements and/or Master Plan Amendments. This Agreement and/or the Master Plan may be replaced and/or amended from time to time as to Parcels 1 or 4, or any such Parcel or as to any portion thereof, by mutual consent of City and a Landowner, including any successor owner of any portion of Parcel 1 and/or 4 subject of such amendment, in accordance with the provisions of the Development Agreement Statute and City Ordinance and as provided for herein. If the proposed amendment or new agreement affects less than all of Parcels 1 and 4, then such amendment or new agreement need only be approved by the owner(s) in fee of the portion of such Parcels that is subject to or affected by such amendment or new agreement subject to the provisions of this Agreement.

"Landowner may seek to amend this Agreement or adopt a new development agreement for the Parcel owned thereby, including changes to the allowable land uses and other terms and provisions of the Master Plan vested hereby applicable to the

development and use of such Parcel, or any portion thereof, independent of and without the consent of the other Landowners. Landowner, at its discretion, may seek as part of any such amendment or new agreement to amend the Master Plan as applied to the Parcel owned thereby or to create its own separate plan for development of its Parcel, or any portion thereof, independent of and in place of the Master Plan. However, City hereby agrees that any such amendment or new agreement and/or amendment to the Master Plan by an amending Landowner with respect to the Parcel owned thereby shall:

1. Not negatively affect or reduce the development rights allocated to and vested for the other Parcel or the Remaining Property, or any portion thereof, granted pursuant to the Development Agreement, as amended by this Second Amendment, unless otherwise agreed to in writing by the Landowner of the other Parcel or property whose allocated development rights are proposed to be affected or reduced thereby pursuant to a corresponding, concurrently approved amendment or new agreement and/or amendment to the Master Plan for such other affected Parcel or property;

2. Not impose any new obligations or conditions upon development of the other Parcel or the Remaining Property, or any portion thereof, to mitigate any impacts associated with the amendment, new agreement and/or amendment to the Master Plan for the Parcel that is the subject of such amendment, or portion thereof, which impacts shall be fully addressed and mitigated through the terms of the amendment, new agreement and/or amendment of the Master Plan applicable to the amending Parcel, or the amending portion thereof;

3. Not affect or reduce the rights of the other Amending Landowner hereunder to obtain from the amending Landowner the right of way dedications and construction licenses to be provided hereunder or to obtain reimbursement from the amending Landowner for certain improvements installed by the other Amending Landowner that benefit and/or are used by the amending Parcel, as more particularly provided herein; and

4. Not affect or reduce the provisions of this Section 1.4 or any other terms or provisions of the Development Agreement amended by this Second Amendment that protect and preserve the vested rights allocated hereunder to the other Amending Landowner, without the written agreement of the other Amending Landowner affected thereby.”

E. Revised Section 2.2 (Vested Entitlements). Section 2.2 is hereby revised in its entirety 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 Parcels 1 and 4 in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the following land uses for Parcels 1 and 4:

Light Industrial: 331.08 acres

as depicted in revised Exhibit B that is attached hereto and replaces the prior "Revised Exhibit B" for the Development Agreement as to Parcels 1 and 4. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of this Agreement, or as they may provide from time-to-time by amendment of the Master Plan as provided for herein. Each Landowner's vested right to proceed with development of its respective Parcel shall be subject to subsequent approvals and the Intensity Thresholds as defined and as provided for in the Master Plan for such Parcel, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of such Parcel for the uses and density and intensity of development or rate of timing of development set forth in this Agreement so long as the limitations set forth in the Intensity Thresholds have not been reached for such Parcel and further provided that such Landowner is not in default under this Agreement.

"For purposes of this Second Amendment and development of Parcels 1 and 4 pursuant to the Master Plan and all other entitlements that exist at the time this Agreement is executed, the City and Amending Landowners hereby agree that the Intensity Thresholds for uses described for Parcels 1 and 4 in the Master Plan are allocated to such Parcels as follows:

<u>Property</u>	<u>Acreeage</u>	<u>Gross Sq. Ft.</u> <i>(Light Industrial)</i>	<u>Average FAR</u>	<u>Water</u> <i>(Max Daily Demand)</i>	<u>Sewer</u> <i>(Max Daily Flow)</i>	<u>Electric</u> <i>(Peak Annual Demand)<sup>1</sup></i>	<u>Traffic</u> <i>(PM Peak Hour Trips)</i>
<b>H-P/Parcel 1</b>	<b>140.70</b>	<b>1,670,000</b>	<b>0.27</b>	<b>.65 mgd</b>	<b>.45 mgd</b>	<b>11.24 MW</b>	<b>1,904.5</b>
<b>Campus Oaks/ Parcel 4</b>	<b>189.88</b>	<b>1,047,000</b>	<b>0.13</b>	<b>.41 mgd</b>	<b>.28 mgd</b>	<b>7.05 MW</b>	<b>1,193.5</b>
Remaining Property	116.44	1,500,000	0.30	.58 mgd	.40 mgd	10.10 MW	1,709
<b>TOTALS</b>	<b>447.02</b>	<b>4,217,000</b>	<b>.22</b>	<b>1.64 mgd</b>	<b>1.13 mgd</b>	<b>28.39 MW</b>	<b>4,807</b>

1. Electric Demand is based on gross square foot allocations. Actual demand may increase with infrastructure improvements.

"As a result of these allocations of Intensity Thresholds to Parcels 1 and 4, the City acknowledges and agrees that the development rights allocated to and vested for such Parcels pursuant to this Section 2.2, as well as the remaining Intensity Thresholds allocated and preserved hereby to the Remaining Property as set forth above, shall not be affected or reduced by any action taken by the City. The City reserves the right to review each subsequent entitlement application for development of each Parcel to ensure that the thresholds are not exceeded in the future without appropriate mitigation by the owner of such Parcel and to ensure that the proposed development meets all other

applicable design guidelines. So long as the development of a Parcel is consistent with the vested development rights allocated thereto under this Development Agreement, the obligations associated with that development shall be limited to the payment of all fees associated with such development, the installation of roadway and utility improvements described in the terms of this Development Agreement and the Master Plan, and the payment of any reimbursements for improvements installed by other Amending Landowners as provided herein.”

F. Revised Section 2.4.2 (Option to Participate in CFD). The following is added at the end of Section 2.4.2: “Nothing in the foregoing shall restrict a Landowner, each in its sole discretion and without affecting or requiring participation by any other Landowner, from electing to include its Parcel within any community facilities district, assessment district or other such financing district to finance the construction of public improvements and/or the payment of fees for public improvements to support the development of such Landowner’s Parcel.”

G. Revised Section 3.4.4 (Detention Basins). All references within Section 3.4.4 to the “Northern Detention Basin” and the “Undeveloped Northern Watershed” are hereby deleted.

H. Revised Section 3.8 (Road Improvements). Section 3.8 is hereby revised as follows:

i. City acknowledges that all required improvements to Foothills Boulevard have been completed.

ii. The following subsection 3.8.8.A shall be added to Section 3.8.8, at the end thereof, as follows:

“3.8.8.A - Dedications and Construction Licenses for HP Way. Within ninety (90) days of the approval of this Second Amendment, Hewlett-Packard hereby agrees to provide the following:

“i. To the City, an irrevocable offer to dedicate (IOD) the right-of-way, in fee, and public utility easements for the portions of HP Way located within Parcel 1, consistent with the alignment therefor as provided in the Master Plan. Also, as directed by the City, to the extent required for the City to maintain any existing private roadway drainage improvements serving HP Way that are not replaced by public drainage improvements therein, Hewlett-Packard will grant to the City a right to enter Parcel 1 in a form reasonably acceptable to the City to perform any maintenance thereof, at Hewlett-Packard’s cost, if and to the extent not otherwise performed by Hewlett-Packard; and

“ii. To Campus Oaks, a temporary construction license to allow Campus Oaks to construct, if and when required by development of Parcel 4, the portion of HP Way located within the dedicated right-of-way therefor within Parcel 1, in the form attached hereto as Exhibit H.

“The foregoing temporary construction license shall each automatically terminate upon completion of construction of all improvements that may be constructed pursuant thereto or upon City acceptance of all the improvements that may be constructed pursuant thereto.”

I. New Section 3.18 (Reimbursement By Landowner). New Section 3.18 is hereby added to read as follows:

“3.18. Reimbursement By Landowner. Except as otherwise provided herein, each Amending Landowner shall be solely responsible for the costs of all improvements located within the Parcel owned thereby; in particular, and without limitation thereof, Campus Oaks acknowledges that it shall be solely responsible for the costs of all road improvements located within Parcel 4. Campus Oaks acknowledges that it shall be solely responsible and shall not be entitled to any reimbursement from any other Landowner for the cost of any improvements to HP Way that may be installed by Campus Oaks in connection with any development of Parcel 4. Hewlett-Packard acknowledges that it will remain obligated to maintain the portion of the existing private storm drainage improvements currently serving the existing roadway within the HP Way right of way to the extent such private drainage improvements are not replaced by public drainage improvements as part of the HP Way improvements.

The costs of any shared sewer, storm drainage or other utility improvements that are designed and/or sized and/or used to benefit and serve more than one Landowner's Parcel (the owners of which shall be referred to as the “Benefitting Landowners”) shall be shared between the Benefitting Landowners based on pro rata engineered estimated flows at build-out of the benefitted properties (not actual flows), as calculated by, and or approved by the City Engineer, allocable to the Benefitting Landowners' Parcels, or portion(s) thereof, to be served thereby.

“Reimbursable costs shall include costs associated with design, engineering, construction management, staking, plan check and inspection fees, and construction, all of which shall be reviewed and approved by the City. Reimbursement from a Benefitting Landowner to a constructing Landowner for its share of improvement costs allocable to the Benefitting Landowner's Parcel shall be made to the constructing Landowner, with written confirmation of such payment delivered to the City, at such time as the Benefitting Landowner, as applicable, would have otherwise been required to construct the applicable sewer, storm drainage or other utility improvements or would otherwise be necessary to support development of its applicable Parcel as required by this Agreement and directed by the City.

“With respect to such reimbursements, the constructing Landowner shall be entitled to receive interest on the amount to be reimbursed (the “base amount”) at the time when the reimbursement is to be paid. Interest shall be the lesser of the following, as calculated by the City Engineer:

“(i) The difference between the estimated cost to construct the reimbursable improvements at the time of reimbursement (as estimated by the City Engineer) and the base amount; and

“(ii) The base amount adjusted by the inflation-rate for construction costs based upon the Engineering News Record, Construction Cost Index (CCI) for the United States, 20 City Average, averaged with the San Francisco CCI. Should such index no longer exist, the City Engineer shall choose a similar index which in his/her opinion fairly estimates the inflation factor applicable to construction.”

J. Revised Section 5.4 (Legal Action). Section 5.4 is hereby revised in its entirety to read as follows:

“5.4 Legal Action. In addition to any other rights or remedies, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Provided, however, that each Amending Landowner, its successors and assigns hereby waive any and all claims for monetary damages against City arising out of this Agreement at any time. All legal actions shall be initiated in the Superior Court of the County of Placer, State of California, or in the Federal District Court in the Eastern District of California.”

K. Revised Section 6 (Hold Harmless). Section 6 is hereby revised in its entirety to read as follows:

“Each Amending Landowner and its heirs, successors-in-interest and assigns, hereby agrees to, and shall defend and hold City, and its elective and appointive boards, commissions, officers, agents, employees, and volunteers harmless from any liability for damage or claims of damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from operation of Landowner’s, or Landowner’s contractors, or contractors’ subcontractors, agents, or employees under this Agreement, whether such operations be by Landowner, or by any of Landowner’s contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Landowner of any of Landowner’s contractors or subcontractors unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by City. In addition to the foregoing indemnity and to the fullest extent allowed by law, Campus Oaks shall be solely responsible for 100% of the cost and expense to defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents, employees, and volunteers (the “City Indemnified Parties”), and the other Amending Landowner, and its members, shareholders, directors, officers, agents and employees, harmless from any suits or actions at law or in equity arising out of the execution or adoption of this Second Amendment.”

L. Revised Section 10 (Notices). The notice addresses for the City and Landowner in Section 10 are hereby revised to read as follows:

Notice required to be given to City shall be addressed as follows:

Development Services Director  
City of Roseville  
311 Vernon Street  
Roseville, CA 95678

with copy to:

City Attorney  
City of Roseville  
311 Vernon Street  
Roseville, CA 95678

Notice required to be given to the Amending Landowners shall be addressed as follows:

**HEWLETT-PACKARD:**

Hewlett-Packard Company  
8000 Foothills Boulevard  
Roseville, CA 95747-5608

with copy to:

Mr. Frank Pedraza  
M.S. 20B  
Hewlett-Packard Company  
3000 Hanover Street  
Palo Alto, CA 94304

**CAMPUS OAKS:**

BBC Roseville Oaks, LLC  
130 Diamond Creek Place, Suite 1  
Roseville, CA 95747  
Attn: Stephen L. Des Jardins

with copy to:

Hefner Law  
2150 River Plaza Drive, Suite 450  
Sacramento, CA 95818  
Attn: Martin B. Steiner, Esq.

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

Revised Exhibit A-1	Revised Diagram of the Property
New Exhibit A-2	Legal Descriptions of Parcels 1 and 4
Revised Exhibit B	Land Use Map of the Property
Revised Exhibit E	INTENTIONALLY DELETED
Revised Exhibit H	Form of Temporary Construction License

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

4. Amendment; Balance of Development Agreement Remains In Full Force. This Second Amendment amends, but does not replace or supersede, the Development Agreement. In the event of any conflict, the language of this Second 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.


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

**[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.5548, adopted by the Council of the City of Roseville on the 19th day of August, 2015, and Landowner have caused this Second Amendment to be executed.

**CITY:**

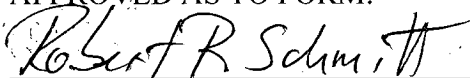
**CITY OF ROSEVILLE,  
a municipal corporation**

By:   
Rob Jensen, Acting City Manager

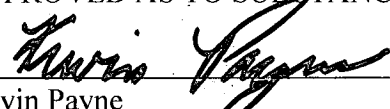
**ATTEST:**

  
Sonia Orozco, City Clerk

**APPROVED AS TO FORM:**

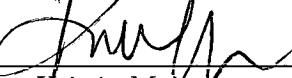
  
Robert R. Schmitt, City Attorney

**APPROVED AS TO SUBSTANCE:**

  
Kevin Payne  
Development Services Director

**AMENDING LANDOWNERS:**

**HEWLETT-PACKARD COMPANY,  
a Delaware corporation**

By:   
Name: Kristin Major  
Title: Vice President & Deputy General Counsel, Global Functions  
Assistant Corporate Secretary

**BBC ROSEVILLE OAKS, LLC,  
an Illinois limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**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 \_\_\_\_\_, 2015, and Landowner have caused this Second Amendment to be executed.

**CITY:**

**CITY OF ROSEVILLE,  
a municipal corporation**

By: \_\_\_\_\_  
Ray Kerridge, City Manager

**ATTEST:**

\_\_\_\_\_  
Sonia Orozco, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert R. Schmitt, City Attorney

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Kevin Payne  
Development Services Director

**AMENDING LANDOWNERS:**

**HEWLETT-PACKARD COMPANY,  
a Delaware corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BBC ROSEVILLE OAKS, LLC,  
an Illinois limited liability company**

By: \_\_\_\_\_  
Name: Stephen L. Desjardins  
Title: Member

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.

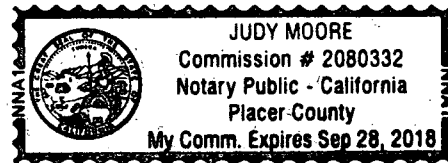
STATE OF CALIFORNIA            )  
  :    ss.  
COUNTY OF PLACER            )

On August 20, 2015, before me, Judy Moore, Notary Public, personally appeared Rob Jensen, 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:    Second Amendment for Parcels 1 and 4 of the  
                  Development Agreement by and between  
                  The City of Roseville and Hewlett-Packard Company and  
                  BBC Roseville Oaks, LLC  
                  Relative to the Roseville Master Plan

**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 California  
County of Santa Clara

On 20 July, 2015, before me, Angela Hogate, Notary Public  
(Here insert Name and Title of Officer)

personally appeared Kristin Major,  
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.



Angela Hogate  
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

**DESIGNATION OF SIGNATURE AUTHORITY**


I, Rishi Varma, Senior Vice President, Deputy General Counsel and Assistant Secretary of Hewlett-Packard Company, a corporation duly organized and existing under the laws of the state of Delaware, United States of America ("HP"), being duly authorized to represent HP individually as evidenced by the HP Board of Directors resolution copied below, such resolution being in current force and effect, hereby designate Kristin Major, Vice President, Deputy General Counsel and Assistant Secretary, as having authority to affix the signature of HP to such agreements, leases, obligations, certificates and other papers, documents and instruments in writing, which she may deem reasonably necessary to properly manage the regular day-to-day business operations of HP.

**HEWLETT-PACKARD COMPANY  
BOARD OF DIRECTORS  
RESOLUTION AUTHORIZING CERTAIN OFFICERS TO  
MANAGE HP'S DAY-TO-DAY BUSINESS OPERATIONS**

**RESOLVED:** That Catherine A. Lesjak, Todd R. Morgenfeld, John F. Schultz and Rishi Varma, and such other persons as may be designated by any one of them, are, and each of them hereby is, authorized to affix the signature of Hewlett-Packard Company ("HP") to such agreements, leases, obligations, certificates and other papers, documents and instruments in writing, which each may deem reasonably necessary to properly manage the regular day-to-day business operations of HP.

This designation is valid so long as Ms. Major holds the position of Assistant Secretary of HP, but may be revoked at any time for any reason without notice. This designation shall be automatically revoked should Ms. Major change her position within HP or cease to be employed by HP.

Signed this 19th day of March, 2015.

  
\_\_\_\_\_  
Rishi Varma  
Senior Vice President, Deputy General  
Counsel and Assistant Secretary

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 California  
County of Placer

On July 20, 2015, before me, Jeananne Bricker, Notary Public  
(Here insert Name and Title of Officer)  
personally appeared Stephen L. Des Jardins  
Name(s) of Signer(s)

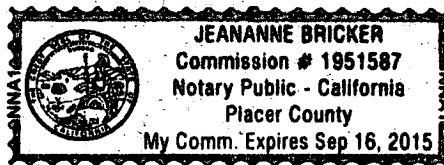
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

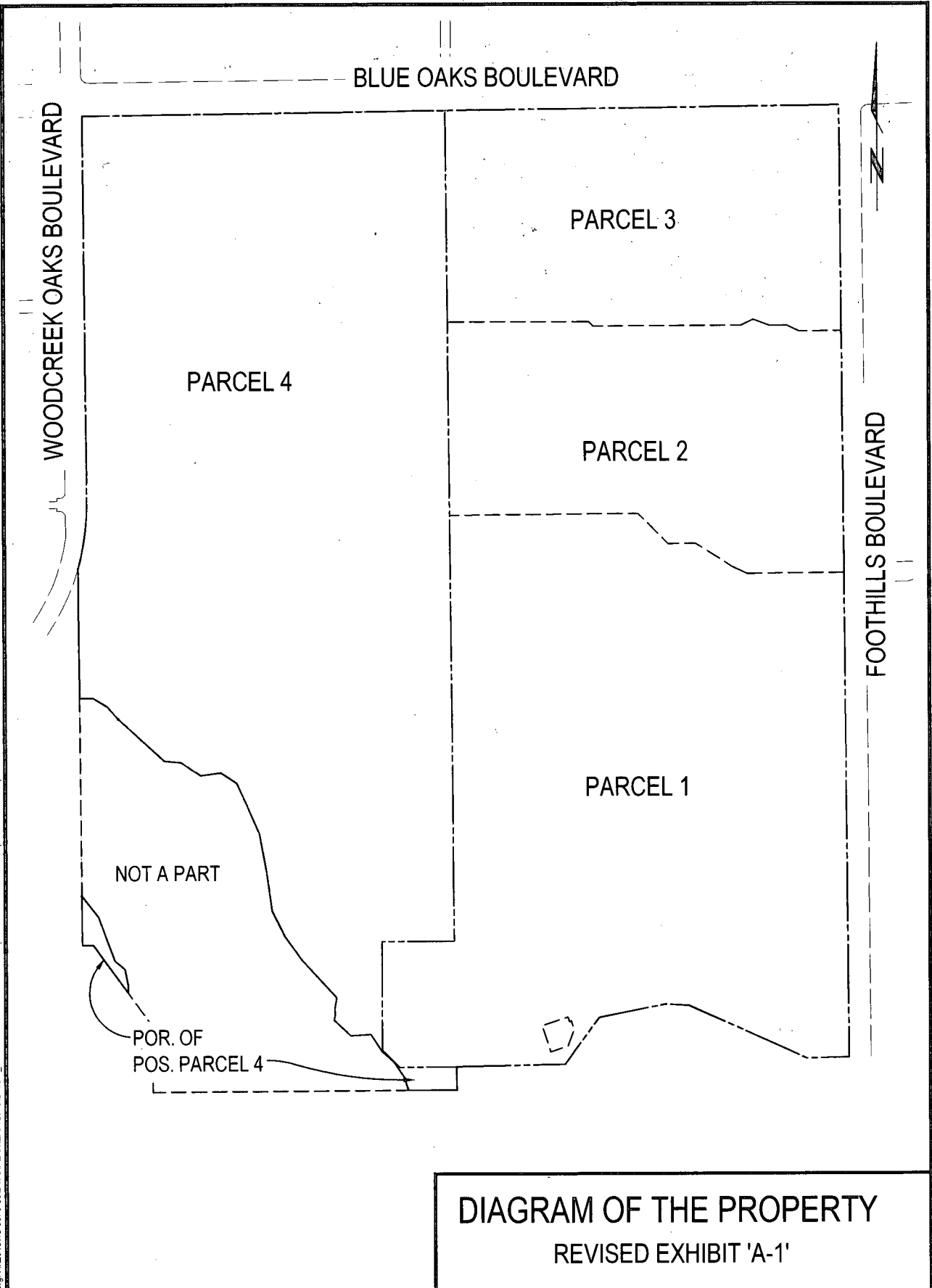
WITNESS my hand and official seal.

Jeananne Bricker  
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

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**Exhibit A-2**

Legal Description of Parcels 1 and 4

Parcel 1

The land referred to herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

Parcel 1, as shown on that certain Parcel Map of Hewlett-Packard Subdivision No. Sub-000105, recorded on June 4, 2008, in the Office of the Recorder for the County of Placer, State of California, in Book 34 of Parcel Maps, at Page 73.

APN: 017-230-055

Parcel 4

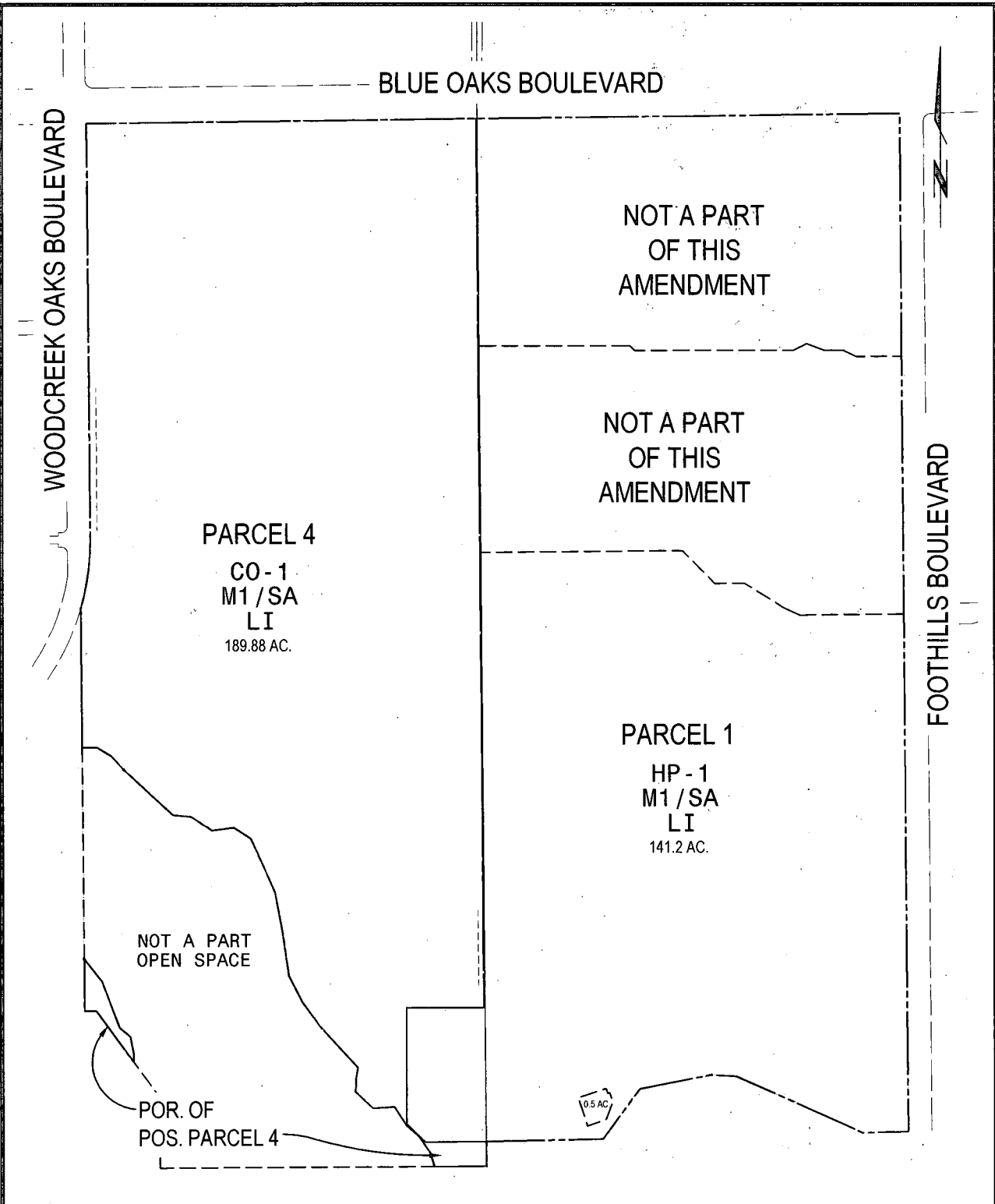
The land referred to herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

Parcel 4, as shown on that certain Parcel Map of Hewlett-Packard Subdivision No. Sub-000105, recorded on June 4, 2008, in the Office of the Recorder for the County of Placer, State of California, in Book 34 of Parcel Maps, at Page 73.

EXCEPTING THEREFROM, that portion of the land granted to the City of Roseville in that certain Grant Deed recorded July 25, 2008, as Instrument No. 2008-0060395 of Official Records.

APN: 017-230-059, 017-230-060, and 017-230-063

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**LEGEND**

PARCEL ID
ZONING
LAND USE
AREA (ac.)

**DIAGRAM OF LAND USE**

**EXHIBIT 'B'**

## EXHIBIT H

### TEMPORARY CONSTRUCTION LICENSE (HP Roseville Master Plan)

This Temporary Construction License ("**License**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by [NAME OF OWNER], a \_\_\_\_\_ ("**Owner**") to [NAME OF CONSTRUCTING OWNER], a \_\_\_\_\_ ("**Developer**"), with respect to the following facts:

#### Recitals

A. Owner is the owner of certain real property situated in City of Roseville, Placer County, California, within the development commonly referred to as HP Roseville Master Plan Area, which property is more particularly described in Exhibit A attached hereto and incorporated hereby (hereafter referred to as the "**Property**").

B. Owner and Developer (and/or their predecessors-in-interest) have previously entered into, with other landowners and the City of Roseville ("**City**"), that certain agreement entitled "Second Amendment of Development Agreement By and Between The City of Roseville and Hewlett-Packard Company and BBC Roseville Oaks, LLC Relative to the Roseville Master Plan" ("**Second Amendment**"); the Second Amendment was recorded in the Official Records of Placer County on \_\_\_\_\_, 2015, as Instrument No. 2015-\_\_\_\_\_. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Second Amendment.

C. Pursuant to the terms of the Development Agreement, as amended by the Second Amendment, Owner agreed to grant to Developer a temporary construction license to permit the construction within the Owner's property by Developer of certain improvements required to serve development of the Developer's property within the Master Plan Area.

D. The improvements proposed to be constructed by Developer pursuant to this license are described in Exhibit A attached hereto (the "**Improvements**"). As required by the Second Amendment, Developer has obtained approval from the City for the improvement plans to construct the Improvements and the Improvements are consistent with the Master Plan. The area(s) within the Owner's Property where the Improvements are to be constructed are referred to herein as the "**Improvement Areas**."

E. In satisfaction of its obligations under the Second Amendment, Owner desires to grant this License to Developer, and Developer is willing to accept this License, subject to the terms and conditions hereof.

#### Grant of Temporary Construction License

1. In consideration of the Development Agreement and the Second Amendment thereto, Owner hereby grants to Developer a temporary right of entry on and over the Improvement Areas, together with the portion(s) of the Property within twenty-five feet (25') of such Improvement Areas, excluding however, any portions of such additional 25-foot area that would otherwise extend into any graded pads or improvements then constructed

within the Property (collectively, the “**Temporary Entry Area**”). The purpose of this grant is to permit the construction and installation of the Improvements designated for the corresponding portions of the Improvement Areas.

2. This grant also includes a temporary right of entry over the Improvement Areas to maintain and repair each constructed Improvement until such Improvement is accepted for ownership and maintenance by the City.

#### **Character of License**

3. This License granted hereby is personal to Developer.

#### **Description of License**

4. The License granted hereby is a temporary right to enter upon the Temporary Entry Area, to store and stage construction equipment and materials within the Temporary Entry Area, to cross over the Temporary Entry Area in connection with the construction of the applicable Improvements within the Improvement Areas, to perform construction and installation of the Improvements within the applicable Improvement Areas, and to access the Improvement Areas after completion of the Improvements to maintain such Improvements until acceptance by the City. All work to be performed pursuant to this License shall be conducted within and limited to the Temporary Entry Area.

#### **Terms for Use of License/Compliance with All Laws**

5. The construction of the Improvements shall comply with all applicable laws, rules and requirements of the City, and any other public entity with jurisdiction thereover, and with any applicable requirements of the Development Agreement.

6. Upon request of Owner, prior to commencement or at any time during construction of the Improvements, Owner shall install or cause its contractor to install temporary construction fencing and/or security fencing along the boundaries of the Temporary Entry Area to limit and/or prevent entry onto the Owner’s Property beyond the boundaries of the Temporary Entry Area.

7. Developer shall keep the Property free and clear of any and all hazardous or toxic materials, except to the extent incorporated into and part of the Improvements consistent with all applicable laws and approved plans therefor. Developer shall comply with all laws, rules and regulations in the handling, transportation, removal and remediation of any hazardous or toxic materials associated with its construction of the Improvements.

8. Upon completion of all Improvements, Developer shall provide Owner, at no cost to Owner, with a copy of As-Built Plans of such completed Improvements.

9. Within sixty (60) days after completion of all Improvements, Developer shall restore any and all portions of the Temporary Entry Area disrupted or disturbed by such work located outside the Improvement Areas to the condition thereof existing prior to the use of this License.

### **Term/Notice of Commencement and Completion**

10. This License shall commence upon the full execution hereof, delivery between the parties, and issuance to Developer of all permits from the City or other public entity required to commence construction of the Improvements. This License shall terminate on the earlier of (i) completion of all Improvements or (ii) eighteen (18) months from commencement of construction of the Improvements, but in no event later than two (2) years from the full execution of this License (the "**Term**"). Any such termination of this License shall not limit or prevent Developer from obtaining a subsequent temporary construction license from Owner to complete the Improvements in accordance with the terms of the Development Agreement.

11. At least three (3) business days prior to any entry hereunder, Developer shall provide written notice of such proposed entry to Owner. Developer shall also give written notice to Owner upon completion of construction of all Improvements to be installed hereunder.

### **Nonexclusive License**

12. The right of entry granted in this License is nonexclusive. Owner retains the right to make any use of the Property that does not or will not interfere with the construction or maintenance of the Improvements.

### **No Assignment of License**

13. Developer may not assign this License to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any denial of a proposed assignment by Developer shall not limit or prevent a successor-in-interest of Developer's rights under the Development Agreement from obtaining a separate temporary construction license from Owner to complete the Improvements in accordance with the terms of the Development Agreement.

### **Indemnity/Lien Free**

14. Developer shall indemnify, protect, defend and hold harmless Owner and the Property, and Owner's officers, shareholders, partners, members, employees, agents, representatives and assigns (collectively, the "**Indemnified Parties**"), for any loss, damage, claim or liability or costs (including reasonable attorneys' fees) arising out of the Developer's, or the Developer's contractors, subcontractors, agents, representatives or employees (collectively, the "**Developer Parties**"), use of this License, including without limitation, any entry on the Property, construction of the Improvements, or maintenance of the Improvements pursuant to this License, unless such loss, damage, claim, liability or cost arises from the misconduct or active negligence of an Indemnified Party. In particular, and without limitation thereof, Developer shall keep the Property free and clear of any and all mechanics', suppliers' and other similar liens arising out of or in connection with the construction of the Improvements by the Developer Parties, and shall pay and discharge when due any and all lawful claims upon which any lien may or could be based. In the event any such liens do attach to the Property, then Developer shall, immediately upon written notice from Owner, post an appropriate bond or take such other actions as may be

necessary to remove the effect of the lien(s). If any such lien(s) is not removed within thirty (30) days of Owner's written notice to do so, then notwithstanding the scheduled term hereof, this License shall be deemed terminated. Developer's duties and obligations under this Paragraph 9 shall survive the expiration or sooner termination of this License.

**Insurance**

15. Prior to any entry pursuant to this License, Developer shall obtain and maintain, or cause its general contractor to obtain and maintain, liability insurance (in the form of a Commercial General Liability Insurance policy), with a combined single limit of liability not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). Owner shall be named as an additional insured upon such insurance. Prior to such entry, Developer shall provide adequate proof of such insurance to Owner with its pre-construction notice to be delivered to Owner pursuant to Section xx above. Such insurance shall be provided by an insurer licensed to do business within the State of California and rated no less than B VII by A.M. Best.

**Miscellaneous**

16. This License shall be governed by the laws of the State of California, without regard to conflicts of laws principles. Any action for breach of this License, or to enforce this License, shall be venued in Placer County Superior Court.

17. Should any legal action be brought by either party for breach of this License, or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

18. Any notice to be given by or to either party hereunder shall be given in the same manner as notice is required to be given in the Development Agreement.

19. The undersigned certify that they are fully authorized by the party whom they represent to enter into this License and able to legally bind such party hereto.

**DEVELOPER:**

**OWNER:**

[NAME OF CONSTRUCTING OWNER]

[NAME OF LEGAL OWNER OF PROPERTY]

a \_\_\_\_\_

a \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

List of Exhibits

Exhibit A Description of Improvements

ORDINANCE NO. 5548

ADOPTING A SECOND AMENDMENT FOR PARCELS 1 AND 4 OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND HEWLETT-PACKARD COMPANY AND BBC ROSEVILLE OAKS, LLC RELATIVE TO THE ROSEVILLE MASTER 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 Second Amendment to Development Agreement by and between the City of Roseville and Hewlett-Packard Company and BBC Roseville Oaks, LLC, pertaining to the property described as Parcels 1 and 4, located within the Hewlett-Packard Roseville Master Plan area.

SECTION 2. Prior to considering the proposed Development Agreement, the City Council adopted an Addendum to the Hewlett-Packard Master Plan Environmental Impact Report pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amendment to Development Agreement, and makes the following findings:

1. The Second Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Hewlett-Packard Roseville Campus Master Plan;
2. The Second Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Second Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The Second Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Second Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Second Amendment to Development Agreement, by and between the City of Roseville and Hewlett-Packard Company and BBC Roseville Oaks, LLC, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

**SECTION 5.** The City Clerk is directed to record the executed Development Agreement Amendment 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 6.** This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

**SECTION 7.** 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 (3) 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 19th day of August, 2015, by the following vote on roll call:

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

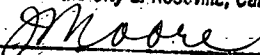
  
MAYOR

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

