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**THIRD AMENDMENT OF DEVELOPMENT AGREEMENT
 BY AND BETWEEN THE CITY OF ROSEVILLE
 AND HEWLETT-PACKARD COMPANY
 RELATIVE TO THE HEWLETT-PACKARD PROPERTY
 OF THE ROSEVILLE MASTER PLAN**

This Third Amendment of Development Agreement (the "Third Amendment") is entered into this 19th day of August, 2015, by and between the **CITY OF ROSEVILLE**, a municipal corporation, hereinafter "City", and **HEWLETT-PACKARD COMPANY**, a Delaware corporation, 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 Landowner 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.

2. Amendments to Development Agreement. On May 23, 2001, the City and Landowner entered into that certain amendment 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. On August 19, 2015, the City and BBC Roseville Oaks, LLC, and Landowner entered into that certain amendment 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 Aug. 21, 2015, as Instrument No. 2015-0073371. The Original Development Agreement, as amended by the First and Second Amendments, 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. All references to

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"Section" herein, unless otherwise noted, shall mean and refer to the corresponding Section of the Development Agreement.

3. Hewlett Packard Property. The subject of this Third Amendment is the development of that certain parcel of land, consisting of approximately 140.7 acres, located in the City of Roseville, County of Placer, commonly referred to as Parcel 1 and more particularly described in Exhibit A-1 and diagrammed in Exhibit A-2 (hereinafter, the "HP Property"), attached hereto and incorporated herein by this reference. Landowner represents that it owns the HP Property in fee and that all other persons holding legal or equitable interests in the HP Property shall be bound by this Third Amendment. For purposes hereof, all references to the "Property" or "Master Plan Area" shall mean and refer to the Property described in the Development Agreement and all references to the "HP Property" shall mean and refer to the real property described in Exhibit A-1 hereto, which is the subject of this Third Amendment.

4. Coordination of Amendment with Amendment for Campus Oaks Property. Concurrently herewith, the City and BBC Roseville Oaks, LLC ("BBC Roseville Oaks") are entering into that certain amendment entitled "Fourth Amendment of Development Agreement By and Between The City of Roseville and BBC Roseville Oaks Relative to the Campus Oaks Property of the Roseville Master Plan" ("Fourth Amendment"), which is being recorded immediately following the recordation of this Third Amendment. The portion of the Master Plan Area owned by BBC Roseville Oaks that is the subject of the Fourth Amendment is referred to herein as the "Campus Oaks Property." Landowner supports the concurrent processing of this Third Amendment with the Fourth Amendment because the coordinated development of the two Properties as a mixed use master planned community will provide convenient and sustainable housing opportunities, commercial services and parks and recreational amenities that serve the needs of Landowner's current and future employees, thereby promoting the overall HP Campus as a desirable major employment hub. To this end, as part of Landowner's support to realize the benefits of this mixed use master plan, Landowner is agreeing hereunder to (i) reduce the development capacities previously allocated to the HP Property to correspondingly provide to the Campus Oaks Property the additional capacities needed to develop these complementary uses therein and (ii) dedicate approximately 8.7 acres of the HP Property for future park and recreational facilities to be developed and supported by the Campus Oaks Property to be credited towards and help satisfy Campus Oaks' park land dedication requirements.

5. Amended Master Plan for Hewlett Packard and Campus Oaks Properties. In connection with Landowner's planned development of the HP Property, Landowner and BBC Roseville Oaks have prepared and processed with the City, and the City Council has approved as provided below, the Hewlett-Packard Campus Oaks Master Plan Amendment (the "Amended Master Plan"). The Amended Master Plan amends the Roseville Master Plan as applied to the development of the HP and Campus Oaks Properties. The purpose of this Third Amendment is to amend the Development Agreement and the Entitlements vested thereby, including incorporating the Amended Master Plan as part of the Revised Entitlements described herein, as applied to development of the HP Property to facilitate the development thereof consistent with the Amended Master Plan and in coordination with the development of the Campus Oaks Property consistent therewith.

6. 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 HP Property, which amendments are limited to the HP 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 (except as otherwise agreed to by BBC Roseville Oaks in the Fourth Amendment being approved concurrently herewith).

7. 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, following a duly noticed and conducted public hearing, considered this Third Amendment and recommended that the City Council approve this Third Amendment for the HP Property.

8. Environmental Review. On August 5, 2015, the City Council adopted the Addendum to the Plan FEIR (the "Addendum") for development of the HP Property consistent with the Revised Entitlements (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 the Amended Master Plan for the HP Property and in the terms and conditions of this Third Amendment, as reflected by the findings adopted by the City Council concurrently with this Third Amendment.

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

10. 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 Third Amendment, to the extent it amends and affects the terms of the Development Agreement for the HP Property, is consistent with and authorized by the amendment provisions of Section 1.4 of the Development Agreement.

11. Consistency with General Plan and Amended Master Plan. Having duly examined and considered this Third Amendment and having held properly noticed public hearings hereon, City finds and declares that this Third Amendment is consistent with the General Plan of the City of Roseville and with the Amended Master Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Amendment of Development Agreement. The following recital and sections of the Development Agreement for the HP Property are hereby amended as follows:

a. Revised Recital 5 (Entitlements). Recital 5 is revised as follows:

"5. Entitlements. The City has approved the following land use entitlements for the HP Property, which entitlements are the subject of this Agreement:

- A. The Roseville General Plan, as amended by Resolution No. 15-370;
- B. The Hewlett-Packard Roseville Master Plan, as amended by the HP Campus Oaks Master Plan Amendment thereto adopted by Resolution No. 15-371 (the "Amended Master Plan");
- C. The Rezoning of the HP Property pursuant to Ordinance No. 5532;
- D. This Third Amendment of Development Agreement for the HP Property, as-adopted by Ordinance No. 5533 (the "Adopting Ordinance"); and
- E. The Large Lot Tentative Subdivision Map for the HP Property, as approved by the Planning Commission (the "Large Lot Map").

"The approvals described in paragraphs A through C, inclusive, are referred to herein as the "Entitlements." All references to the "Master Plan" in the Development Agreement, as amended hereby and as applied to the HP Property, shall mean and refer to the Amended Master Plan described in paragraph B above."

b. Revised Section 2.2 (Vested Entitlements). Section 2.2 of the Development Agreement is hereby revised in its entirety to read as follows. As noted in Recital 4 above, in support of the coordinated development of the Campus Oaks Property with the HP Property, Landowner acknowledges and agrees that the changes below include a reduction in developable square footage and corresponding traffic and utility capacities previously allocated and reserved for development within the HP Property from 1,670,000 sq. ft. to 1,200,000 sq. ft., which reduction in development capacities is being re-allocated to and included within the development of the Campus Oaks Property:

"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 HP 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 HP Property:

Light Industrial	129.2 acres;
Parks	8.7 acres;
Roads	2.8 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 HP Property shall be subject to subsequent approvals and the Intensity Thresholds 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 HP 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 the limitations set forth in the Intensity Thresholds have not been reached and further provided Landowner is not in default under this Agreement.

“For purposes of this Third Amendment and development of the HP Property pursuant to the Master Plan, the Intensity Thresholds for Light Industrial uses described for the HP Property in the Master Plan are as follows:

<u>Property</u>	<u>Gross Sq. Ft.</u>	<u>Water</u> <i>(Max Daily Demand)</i>	<u>Sewer</u> <i>(Max Daily Flow)</i>	<u>Electric</u> <i>(Peak Annual Demand)</i>	<u>Traffic</u> <i>(PM Peak Hour Trips)</i>
H-P Property	1,200,000	0.72 mgd	0.32 mgd	8.08 MW	1,368

“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 HP 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 HP Property.

“2.2.1 Consistency with General and Master Plans; Parcel HP-3 Landscape Buffer. Landowner acknowledges that, as required and shown by the Master Plan, to maintain adequate buffering of light industrial uses from adjacent residential development consistent with the General Plan, although Parcel HP-3 is currently improved with private recreational use, should light industrial development be approved for Parcel HP-3, such development will maintain a 50-foot landscape buffer within Parcel HP-3 adjacent to residential uses within the Campus Oaks Property. The landscaping and other such buffering elements to be installed within such 50’ landscape setback buffer will be established in accordance with the design guidelines to be approved for the Master Plan and as part of the design review process for any future light industrial use to be developed within Parcel HP-3.”

c. Revised Section 3.2 (Parks). Section 3.2 of the Development Agreement is hereby revised in its entirety to read as follows:

“3.2 Parks. In consideration of this Agreement and the benefits to Landowner to be derived from the coordinated development of the HP Property with the Campus Oaks Property, upon recordation of the Large Lot Map for the HP Property or within sixty (60) days of written request from the City, Landowner shall dedicate Parcel HP-2 to the City for development of the Hewlett-Packard Greenway (Parcel HP-2) as described in and consistent with the Master Plan.

Landowner acknowledges that the City shall not be obligated to accept the dedication of Parcel HP-2 until the park improvements to be constructed thereon are completed by Campus Oaks and accepted by the City. Maintenance of Parcel HP-2 remains a Landowner obligation until accepted by the City.

Landowner shall not be obligated, due to this dedication or grant of license, to fund any costs to improve or maintain the Hewlett-Packard Greenway park and landscaping improvements to be installed within Parcel HP-2. No park fees, taxes or assessments shall be required to be paid or levied or assessed against the HP Property for purposes of funding construction or maintenance of the park improvements within the Hewlett-Packard Greenway in connection with or as a condition of any development of the HP Property consistent with

Entitlements. The costs of any such park installation and/or maintenance with Parcel HP-2 shall be funded solely from development within the Campus Oaks³ Property and/or the City's funding sources for the construction and maintenance of city-wide park improvements."

d. Revised Section 3.3 (Electrical). Section 3.3 of the Development Agreement is hereby revised in its entirety to read as follows:

"3.3 Electric. Landowner shall provide electric utility improvements as provided in this section.

"3.3.1 On-Site Public Electrical Circuits. Concurrently with the construction or reconstruction of any portion of HP Way within the HP Property shown on Exhibit C, Landowner agrees to construct on-site electrical circuits and facilities to then current City standards to serve the street lights and landscaping improvements to be installed within the rights-of-way therefor, such that the electrical service needs for such improvements can be provided by a public circuit if and when such roadways are accepted by the City. The design of such circuits shall be included as part of the improvement plans for such roadways.

"3.3.2 Streetlights. Concurrently with the construction or reconstruction of any portion of HP Way, Landowner agrees to construct streetlights therein in accordance with the Master Plan and the then current requirements of the Electric Department for public streetlights."

e. New Section 3.4.6 (Flood Water Conservation Easement). Section 3.4.6 of the Development Agreement is hereby added to read as follows:

"3.4.6 Flood Water Conservation Easement. Prior to additional building plan approval for new facility construction in excess of 20,000 square feet upon HP property, Landowner shall dedicate to the City a Flood Water Conservation Easement for that extent of the 100-year floodplain for the unnamed tributary to the South Branch of Pleasant Grove Creek that runs along the southern end of the site (referred to as the "HP Tributary") affecting Lot 26 (HP-1) and Lot 27 (HP-3). The Landowner shall continue to be responsible for the maintenance of the floodplain with rights to the City to access and perform maintenance if needed at any time in the future. Prior to issuance of the building permit for such new facility, Landowner shall enter into a drainage maintenance agreement with the City to confirm Landowner's continued obligation to maintain such floodplain and to assign to the City a right of access necessary for the City to perform any and all required maintenance thereof, at Landowner's cost, in the event Landowner fails to adequately maintain such floodplain improvements.

f. Deleted Section 3.5.2 (On-Site Water Lines). Section 3.5.2 of the Development Agreement, including all subsections thereof, is hereby deleted.

g. Deleted Section 3.6.2 and Revised Sections 3.6 and 3.6.4 (Sewer Improvements). Section 3.6.2 of the Development Agreement is hereby deleted and Sections 3.6 and 3.6.4 are hereby revised as follows:

- 1) Section 3.6: The first sentence of Section 3.6. is hereby deleted; and
- 2) Section 3.6.4: The first sentence of Section 3.6.4 is hereby deleted.

h. Deleted Sections 3.8.1 through 3.8.4, Revised Sections 3.8.5 and New Sections 3.8.11 and 3.8.12 (Road Improvements). Sections 3.8.1 through 3.8.4 are hereby deleted, Section 3.8.5 is revised and Sections 3.8.11 and 3.8.12 are added to read as follows:

“3.8.5 No Security Gates Within HP Way Right of Way. In consideration of this Agreement and the intent that the City accept HP Way and utility improvements to be installed therein as a public road and utilities, Landowner shall not have the right to install or maintain any security gates along the portion of HP Way dedicated or to be dedicated to the City.

“Notwithstanding the foregoing, Landowner shall have the right to install security gates at any entrance to the HP Property adjoining HP Way or along Local Road E (as long as such road is privately owned and maintained by Landowner), subject to compliance with City standards for access and stacking. Landowner shall also have the right, at its discretion, to install signage along HP Way (including within the HP Way right of way along the HP Property outside of the improved roadway portion thereof), provided that the signage complies with the City’s then existing signage requirements and sign ordinance.

“3.8.11 HP Way. Pursuant to the Second Amendment, Landowner has or will grant to the City an irrevocable offer to dedicate (IOD), in fee, the right-of-way for HP Way within the HP Property as shown on Exhibit C with the recordation of the Large Lot Final Map or by separate document in form acceptable to the City. Notwithstanding Landowner’s dedication of HP right-of-way to the City, the provisions of Section 3.8.8 regarding internal roadway standards remain in effect and Landowner shall not be obligated to comply with City standards with respect to any on-site construction thereof by Landowner in connection with the development of the HP Property. Landowner acknowledges that BBC Roseville Oaks will be obligated under the Fourth Amendment to construct all of HP Way to then current City standards and Landowner will cooperate therewith, at no cost or expense to Landowner. Upon completion of construction of HP Way by BBC Roseville Oaks, and City acceptance of the improvements, the City shall accept the roadway right-of-way dedication for HP Way.

“3.8.11.A. Maintenance of HP Way Private Drainage. Landowner acknowledges that it is not practicable to modify the existing storm water drainage facilities presently draining HP Way and that the future drainage of the publicly dedicated HP Way right of way will continue to be accommodated through an existing private storm drain traversing across Landowner property, currently maintained by Landowner and the owner of Parcel 2. As provided by the Second Amendment, Landowner shall remain obligated to maintain the private storm drain improvements, including any reconstruction or replacement thereof, as and to the extent required to continue to accommodate the storm drainage requirements for such portion of HP Way. Prior to acceptance of HP Way as a public roadway, and as part of the Large Lot Map conditions, City will require that Landowner enter into a drainage maintenance agreement with the City to confirm Landowner’s continued obligation to maintain such private drainage system and to assign to the City a right of access necessary for the City to perform any and all required maintenance thereof, at Landowner’s cost, in the event Landowner fails to adequately maintain such private drainage improvements. Nothing herein shall affect the rights and obligations between Landowner and the owner of Parcel 2 to cooperate with and share in the maintenance of such roadway storm drainage improvements.

“3.8.12 Local Road E. Landowner may elect to maintain its existing perimeter roadway identified as Local Road E on Exhibit C from Foothills Boulevard located along the western and southern boundaries of the HP Property as a private roadway or may elect, at any time, to offer to dedicate to the City the right of way therefor for acceptance and operation as a public street. If Landowner elects or has elected to dedicate Local Road E or any portion

thereof to the City, Landowner shall reconstruct the portion of such roadway to conform to the City's then current standards for public roadways prior to City's acceptance."

i. **Deleted Section 3.15 (Light Rail Funding)**. Section 3.15 is hereby deleted.

j. **Revised Sections 3.17.1.B and 3.17.1.C and New Sections 3.17.3, 3.17.4 and 3.17.5 (Reclaimed Water)**. Sections 3.17.1.B and 3.17.1.C are revised and Sections 3.17.1, 3.17.4 and 3.17.5 are added as follows:

1) **Section 3.17.1.B**: The second and third sentences of Section 3.17.1.B are hereby deleted;

2) **Section 3.17.1.C**: Section 3.17.1.C is revised to read as follows:

"3.17.1.C Provided the foregoing requirements are satisfied, City shall make recycled water available to Landowner at current charges specified in the Roseville Municipal Code."

3) New Sections 3.17.3, 3.17.4 and 3.17.5 of the Development Agreement are hereby added as follows:

"3.17.3 **HP Greenway Recycled Water Use and Oversizing Reimbursement**. Landowner acknowledges that recycled water will be used for irrigation of the park and landscape improvements to be located and maintained within the HP Greenway (HP-2). Landowner further acknowledges that, in connection with the development of the HP Greenway improvements, BBC Roseville Oaks will be obligated to install a recycled water stub to the HP Property, as generally shown on the map attached hereto as **Exhibit D** (the "Recycled Water Stub"). If Landowner elects to connect to the Recycled Water Stub to extend the use of recycled water to the HP Property, Landowner shall reimburse BBC Roseville Oaks for the Recycled Water Stub and any oversizing of recycled water lines related thereto consistent with the improvement cost reimbursement provisions of the Development Agreement; this reimbursement obligation will terminate from and after ten (10) years after the Effective Date of this Amendment."

"3.17.4 **Non-Exclusive Public Utility Easement**. Where recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

"3.17.5 **Terms and Conditions for Recycled Water Operations, Use, and Service**. Any and all private commercial recycled water customers within the HP Property shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection."

k. **New Sections 9.7 and 9.8 (Estoppel and Mortgage Protection)**. New Sections 9.7 and 9.8 are hereby added as follows:

"9.7 **Estoppel Certificate**. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge

of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) calendar days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Landowner.

“9.8 Mortgage Protection. The parties hereto agree that this Agreement shall not prevent or limit Landowner, in any manner, at Landowner's sole discretion, from encumbering the HP Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the HP Property, except as limited by the provisions of this section. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Landowner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the HP Property shall be entitled to the following rights and privileges:

“9.8.1 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the HP Property made in good faith and for value, unless otherwise required by law.

“9.8.2 The mortgagee of any mortgage or deed of trust encumbering the HP Property, or any part thereof (“Mortgagee”), which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Landowner in the performance of Landowner's obligations under this Agreement.

“9.8.3 If City receives a timely request from a Mortgagee requesting a copy of any notice of default given to Landowner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Landowner under this Agreement.

“9.8.4 Any Mortgagee who comes into possession of the HP Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the HP Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Landowner's obligations or other affirmative covenants of Landowner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Landowner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Article II of this Agreement.”

I. Revised/Updated Terminology. Wherever the Development Agreement, as amended hereby, continues to use or refer to the following capitalized terms, such capitalized terms shall have the corresponding meanings assigned thereto:

- 1) "Planning Director" shall mean and refer to "Development Services Director, as such term may be revised by the City from time to time."
- 2) "Public Works Director/City Engineer" shall mean and refer to "City Engineer, as such term may be revised by the City from time to time,"
- 3) "Master Plan" shall mean and refer to the Amended Master Plan, as applied to the HP Property.

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 HP Property. Accordingly, all references to Exhibits A-1, A-2 and B in the Development Agreement with respect to the HP Property shall mean and refer to the corresponding Revised Exhibits attached hereto. All other Exhibits referred to in this Third Amendment shall mean and refer to the corresponding Exhibits in the Development Agreement:

Exhibit A-1	--	Property Description
Exhibit A-2	--	Diagram of HP Property
Exhibit B	--	Land Use Map of HP Property
Exhibit C	--	Circulation Map
Exhibit C-1	--	Roadway Cross-Sections
Exhibit D	--	Map of Recycled Water Line Stub

3. Consistency with General Plan. The City hereby finds and determines that execution of this Third 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 HP Property. This Third Amendment is limited to and applies only to development of the HP Property and does not affect or apply in any manner with respect to the development of any other property within the Master Plan Area.

5. Amendment; Balance of Development Agreement In Full Force. This Third Amendment amends, but does not replace or supersede, the Development Agreement. In the event of any conflict, the language of this Third 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 Third 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. 5533 adopted by the Council of the City of Roseville on the
19th day of August, 2015.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

By: [Signature]
Rob Jensen, Acting City
Manager

ATTEST:

[Signature]
Sonia Orozco, City Clerk

LANDOWNER:

HEWLETT-PACKARD COMPANY,
a Delaware corporation

By: [Signature]
Name: Kristin Major

Title: Vice President & Deputy General Counsel, Global Functions
Assistant Corporate Secretary

APPROVED AS TO FORM:

[Signature]
Robert R. Schmitt, City Attorney

APPROVED AS TO SUBSTANCE:

[Signature]
Kevin Payne
Development Services Director

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.

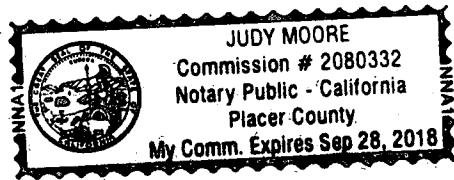
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

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: Third Amendment of Development Agreement
by and between The City of Roseville and Hewlett-Packard Company
Relative to the Hewlett-Packard Property of 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.

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

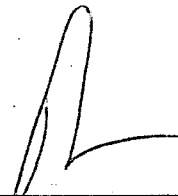
I, Rishi Varma, Senior Vice President, Deputy General Counsel and Assistant Secretary of Hewlett-Packard Company, a corporation duly organized and existing under the laws of the state of Delaware, United States of America ("HP"), being duly authorized to represent HP individually as evidenced by the 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

Exhibit A-1

Legal Description of Hewlett-Packard Property

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

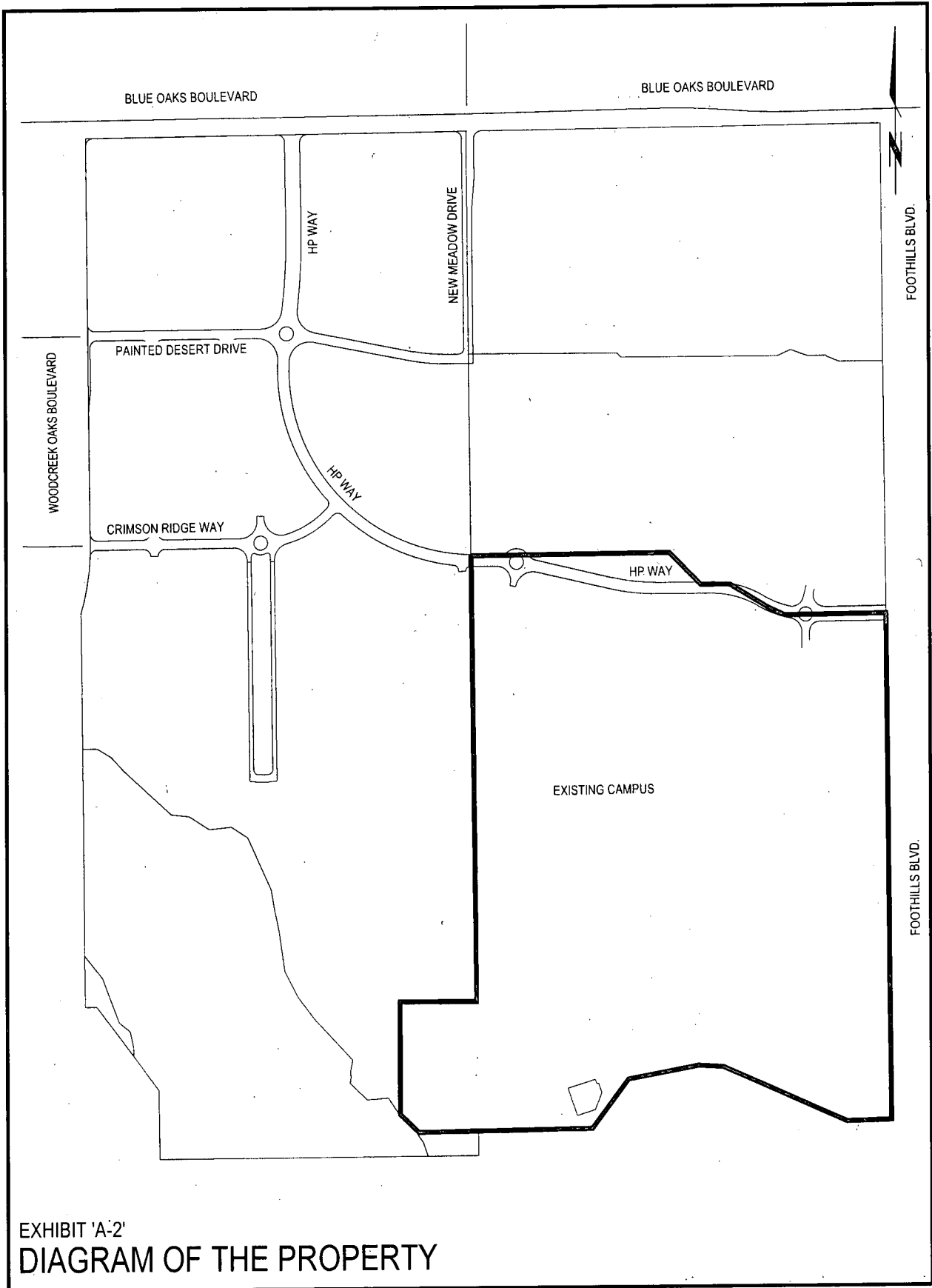
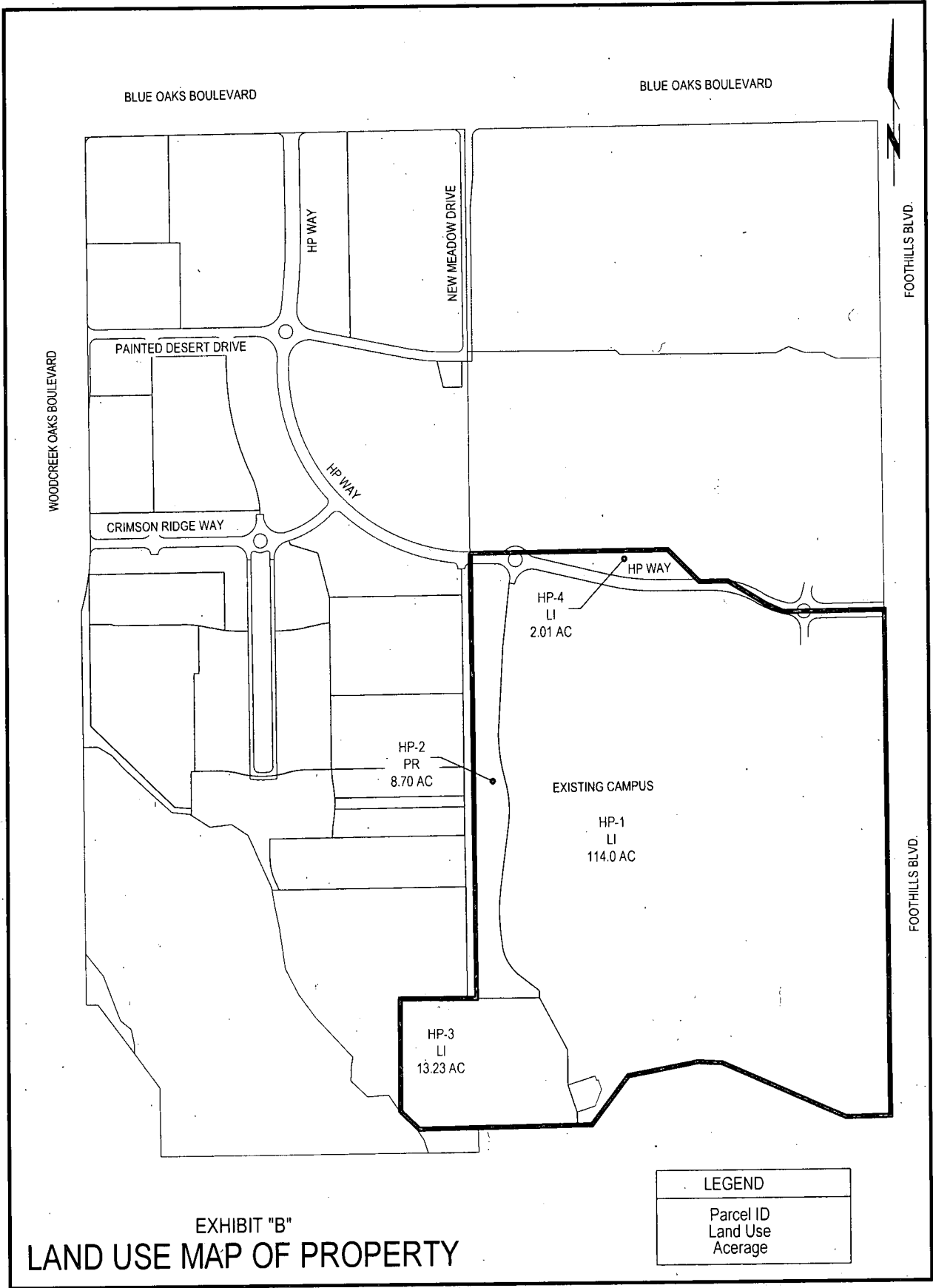


EXHIBIT 'A-2'
DIAGRAM OF THE PROPERTY



BLUE OAKS BOULEVARD

BLUE OAKS BOULEVARD

WOODCREEK OAKS BOULEVARD

PAINTED DESERT DRIVE

CRIMSON RIDGE WAY

NEW MEADOW DRIVE

FOOTHILLS BLVD.

HP WAY

HP WAY

HP WAY

HP-4
LI
2.01 AC

HP-2
PR
8.70 AC

EXISTING CAMPUS

HP-1
LI
114.0 AC

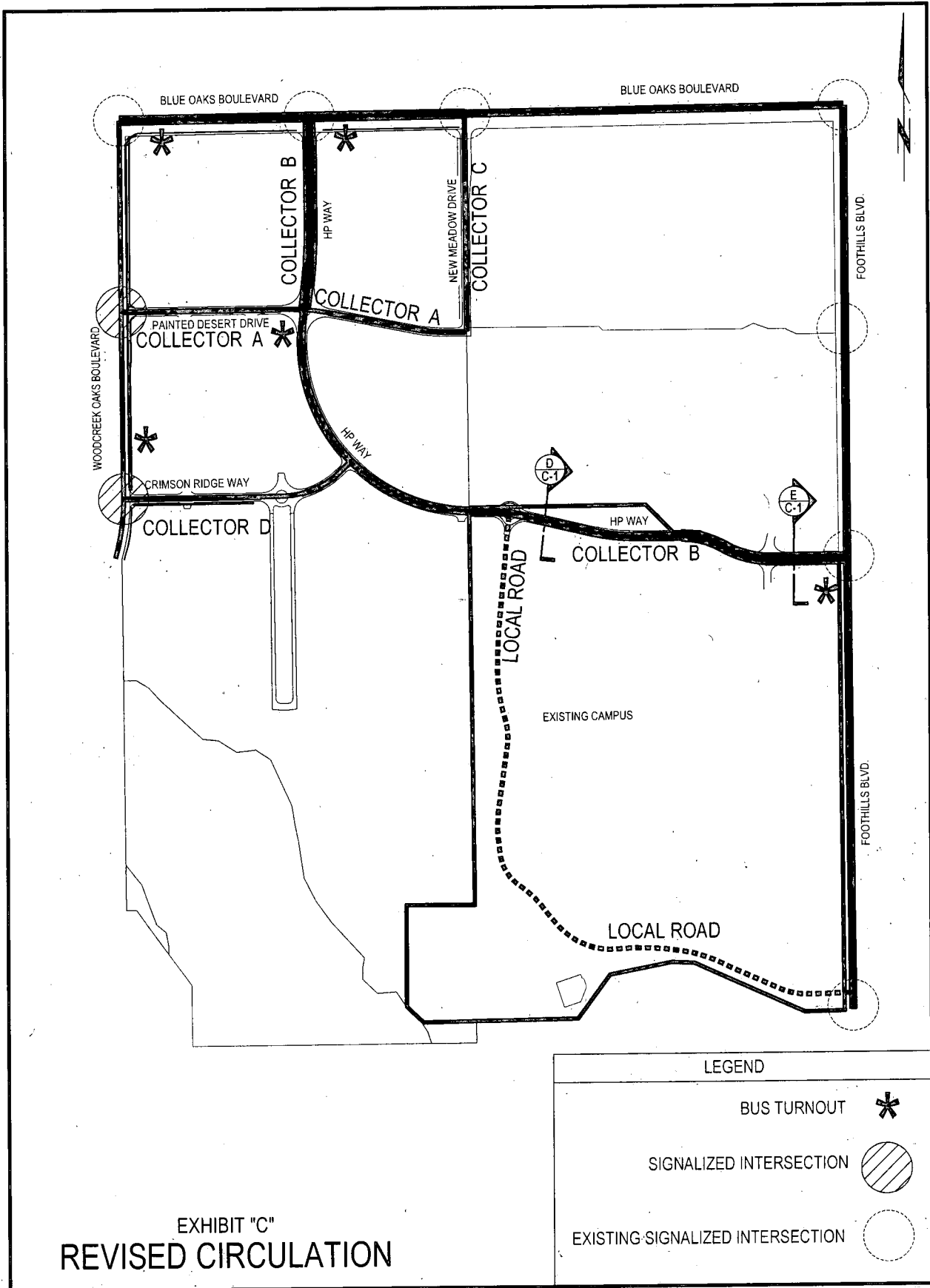
HP-3
LI
13.23 AC

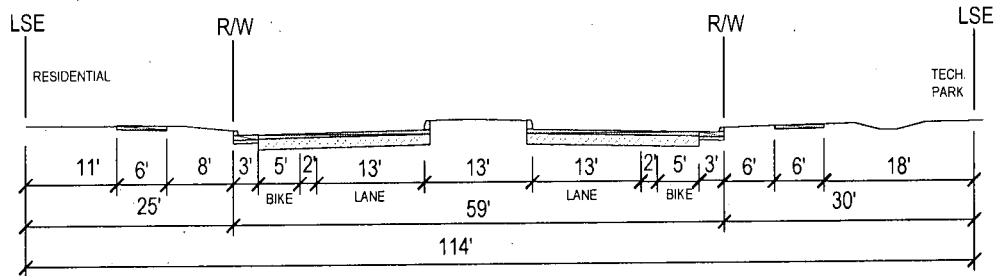
FOOTHILLS BLVD.

LEGEND

Parcel ID
Land Use
Acreage

EXHIBIT "B"
LAND USE MAP OF PROPERTY

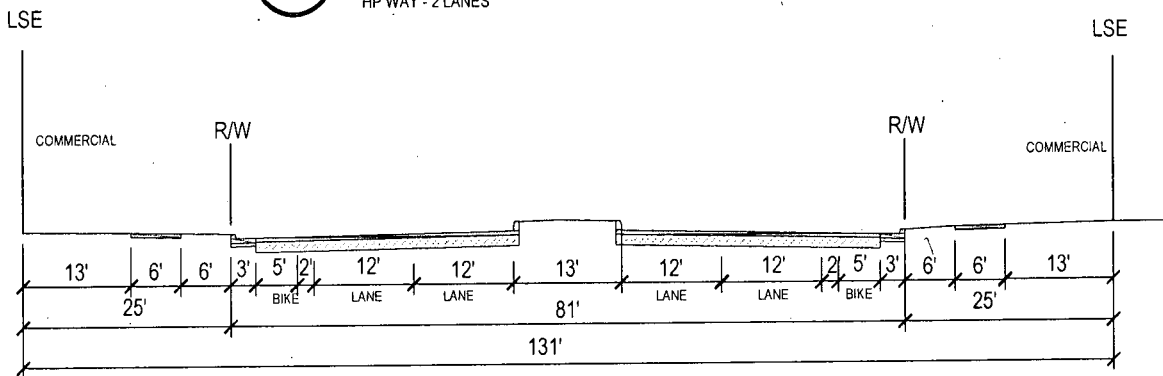




D

HP WAY

HP WAY - 2 LANES



E

HP WAY

HP WAY - 4 LANE

EXHIBIT "C-1"
ROADWAY IMPROVEMENTS

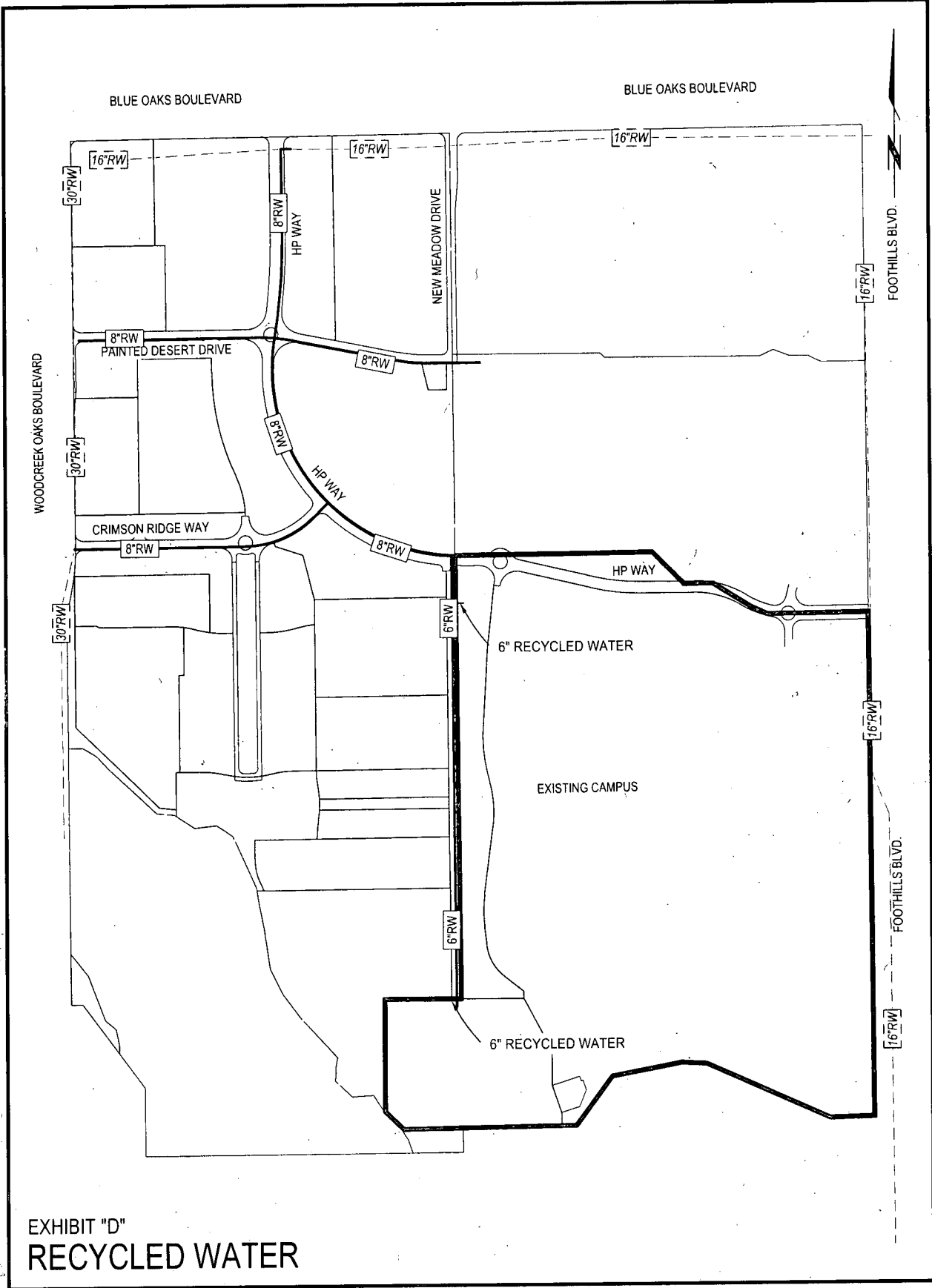


EXHIBIT "D"
RECYCLED WATER

ORDINANCE NO. 5533

ADOPTING A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT BY
AND BETWEEN THE CITY OF ROSEVILLE AND HEWLETT-PACKARD COMPANY
RELATIVE TO THE HEWLETT-PACKARD PROPERTY OF 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 Third Amendment to Development Agreement by and between the City of Roseville and Hewlett-Packard Company, pertaining to the property 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 Third Amendment to Development Agreement, and makes the following findings:

1. The Third 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 Third Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Third Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The Third 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 Third Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Third Amendment to Development Agreement, by and between the City of Roseville and Hewlett-Packard Company, 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.

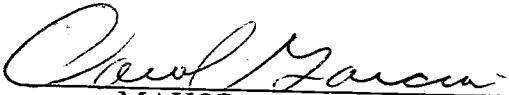
SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

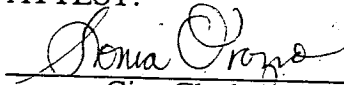
SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in 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