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TITLE OF DOCUMENT:

Development Agreement By and Between the City of Roseville  
and Hewlett-Packard Company Relative to the Roseville Master  
Plan.

Authorizing Ordinance No.3003 - Adopting a Development Agreement  
With the Hewlett-Packard Company and Authorizing the City Manager  
to Execute It On Behalf of the City of Roseville

*Exhibits missing*

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING  
INFORMATION (Additional recording fee applies)

FILED

OCT 10 1996

CITY OF ROSEVILLE  
BY     

CF: 0403-03-06  
Industrial Development  
Hewlett-Packard

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

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

This Development Agreement is entered into this 1st day of August, 1996, by and between the **CITY OF ROSEVILLE**, a municipal corporation, hereinafter "CITY", and **HEWLETT-PACKARD COMPANY**, a California corporation, hereinafter "LANDOWNER", pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

**Recitals**

1. **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.

2. **Property.** The subject of this Agreement is the development of those certain parcels of land, consisting of approximately 500 acres located in the City of Roseville, County of Placer, as described in **Exhibit A** and diagrammed in **Exhibit A-1** (hereinafter the "Property"), attached hereto and incorporated herein by this reference. LANDOWNER represents that it owns

the Property in fee and that all other persons holding legal or equitable interests in the Property shall be bound by the Agreement.

3. Hearing. On April 11, 1996, the City Planning Commission, designated by Roseville Ordinance No. 802 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 Agreement and recommended that the City Council approve this Agreement.

4. Environmental Impact Report. On June 5, 1996, the City Council, in Resolution 96-204, certified as adequate and complete the Final EIR (the "Plan EIR") for the Hewlett-Packard Roseville Master Plan (the "Master Plan"). Mitigation measures were suggested in the Plan EIR and are incorporated to the extent feasible in the Master Plan and in the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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

A. The Roseville General Plan, as amended by Resolution No. 96-200 ;

B. The Hewlett-Packard Roseville Master Plan, as adopted by Resolution No. 96-203 ;

C. The Rezoning of the Property pursuant to Ordinance No. 3002 ;

D. This Development Agreement, as adopted by Ordinance No. 3003

(the "Adopting Ordinance").

The approvals described in paragraphs A through C, inclusive, are referred to herein as the "Entitlements."

6. General and Master Plans. Development of the Property in accordance with the conditions of the Entitlements and this Agreement will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan and Master Plan. For the purposes of the vesting protection granted by this Agreement, the applicable law shall be as set forth in the Entitlements in force and effect on the effective date of this Agreement, unless otherwise provided herein.

7. Substantial Costs to LANDOWNER. LANDOWNER has incurred and will incur substantial costs in order to comply with conditions of approval of the Entitlements and to assure development of the Property in accordance with the Entitlements and the terms of this Agreement.

8. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities.

9. Contribution to Costs of Facilities and Services. LANDOWNER agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts of the development of the Property, and CITY agrees to assure that LANDOWNER may proceed and complete development of the Property in accordance with the terms of this Agreement. CITY and LANDOWNER recognize and agree that but for LANDOWNER's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, CITY would not and could not approve the development of the Property as provided by this Agreement. CITY's approval of development of the Property as provided herein is in reliance upon and in consideration of LANDOWNER's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property.

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, Article 30 of Ordinance 802.

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

### Agreement

#### **SECTION 1. GENERAL PROVISIONS**

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both, are hereby incorporated into this Agreement as if set forth herein in full.

1.2 Property Description and Binding Covenants. The Property is that property described in Exhibits A and A-1. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto.

1.3 Term. The term of this Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a period of twenty-five (25) years thereafter, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from CITY entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement.

1.4 Amendment. This Agreement may be amended from time to time by mutual consent of CITY and LANDOWNER (and/or any successor owner of any portion of the Property, to the extent subject to or affected by the proposed amendment), in accordance with the provisions of the Development Agreement Statute. Provided, however, any amendment to this Agreement which, as determined by the Planning Director, does not substantially alter the term, permitted uses, density or intensity of use, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions or improvements made by LANDOWNER or any conditions or covenants relating to the use of the property shall not require notice or public hearing. If the proposed amendment affects less than the entire Property, then such amendment need only be approved by the owner(s) in fee of the portions of the Property that is subject to or affected by such amendment.

**SECTION 2: DEVELOPMENT OF THE PROPERTY.**

2.1 Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements and this Agreement.

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 Property in accordance with the terms and conditions of this Agreement and the Entitlements. CITY acknowledges that the Entitlements include the following land uses for the Property:

|                    |                  |
|--------------------|------------------|
| General Commercial | 28.5 acres;      |
| Light Industrial   | 425.8 acres; and |
| Open Space         | 45.9 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 this 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 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 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.

### 2.3 Rules, Regulations and Official Policies.

2.3.1 Inconsistency. To the extent any future rules, ordinances, regulations or policies are inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation and dedication of land as provided in this Agreement, the terms of this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, regulations or policies are not inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, provisions for reservation or dedication of land, or any other terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable.

2.3.2 Application of Changes. This section shall not preclude the application to development of the Property of changes in CITY laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations. To the extent that such changes in CITY laws, regulations, plans or policies prevent, delay or preclude compliance with one or more provisions of this Agreement, CITY and LANDOWNER shall take such action as may be required pursuant to Section 4.1 of this Agreement.

2.3.3 Authority of CITY. This section shall not be construed to limit the authority or obligation of CITY to hold necessary public hearings, or to limit the discretion of CITY or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by CITY or any of its officers or officials, provided that subsequent discretionary actions shall not prevent or delay development of the Property for the uses and to the density and intensity of development as provided by the Entitlements and this Agreement, in effect as of the effective date of this Agreement.

2.4 CITY Fees, Taxes and Assessments.

2.4.1 Processing Fees and Charges. LANDOWNER shall pay those processing fees and charges required by CITY under then current regulations covering the actual costs of CITY in processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of LANDOWNER hereunder.

2.4.2 Participation in Funding Mechanisms Limited to Payment of Fees. Except as otherwise expressly provided herein regarding LANDOWNER's construction, funding and reimbursement obligations and LANDOWNER's limited participation in a landscape and lighting

district to maintain certain landscaping, LANDOWNER's sole and only obligation with respect to the participation of the Property in any funding mechanisms to support the construction of public facilities and improvements or the provision of public services in relation to development of the Property shall be to pay CITY fees related to the construction and provision of such public facilities authorized by ordinance to be collected by CITY as of the effective date of this Agreement, as such fees may be adjusted from time to time in accordance with Government Code Section 66000 *et. seq.* (or successor statute thereto), or such fees as may be duly adopted in the future by CITY from time to time in accordance with Government Code Section 66000 et seq. (or successor statute thereto); provided, however, LANDOWNER's obligation to pay future CITY fees are limited to those adopted on a City-wide basis or which apply uniformly to all properties within CITY which are zoned consistent with LANDOWNER's zoning as set forth in the Entitlements. In particular, and without limitation thereof, except as otherwise expressly provided herein, LANDOWNER shall not be obligated to support and CITY shall not include the Property within any community facilities district, assessment district or other such financing district to finance the construction of public improvements without the written consent of LANDOWNER, which may be withheld in its sole discretion.

### SECTION 3: LANDOWNER OBLIGATIONS

3.1 Development, Connection and Mitigation Fees. Except as otherwise provided in this Agreement, any and all required payments of development, connection or mitigation fees by LANDOWNER shall be made at the time and in the amount specified by applicable CITY ordinances in effect as of the date of this Agreement, as such fees may be adjusted or adopted in accordance with the provisions of Section 2.4.2 above.

3.2 Parks. No park sites shall be required to be dedicated nor shall any fees be paid in lieu of any such dedication or for purposes of funding construction of parks in connection with the development of the Property that is consistent with Entitlements, except to the extent any such park fees are currently authorized by ordinance to be levied against and collected from any applicable uses encompassed within the Entitlements, as of the effective date of the Agreement.

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

3.3.1 Installation of Underground Electrical Service. Development of buildings adjacent to Blue Oaks Boulevard shall be served by underground 12kv electrical service from Blue Oaks Boulevard which shall be constructed to then current CITY standards. For purposes of this Section 3.3.1, a building will be deemed to be "adjacent" to Blue Oaks Boulevard if such building is located within three hundred feet (300') from the back of curb for Blue Oaks Boulevard. With respect to buildings located more than three hundred feet (300') from the back of curb for Blue Oaks Boulevard, LANDOWNER shall have the complete discretion as it develops any such other buildings to either serve such buildings with electrical service from Blue Oaks Boulevard (in which case, LANDOWNER shall be required to install the underground service to then current CITY standards) or with service from its existing internal power distribution system, subject to available capacity in such internal system. Nothing herein shall

prevent LANDOWNER from installing the underground electrical service earlier than otherwise required hereunder. In the event LANDOWNER subdivides any portion of the Property, all lots or parcels created by any such subdivision shall be required to be served with electrical service independent from LANDOWNER's internal power distribution system.

As electrical service becomes necessary to be extended along Blue Oaks Boulevard to service buildings adjacent to said street pursuant to the provisions of the previous paragraph, LANDOWNER shall, at its sole cost, install any such electrical service underground within the public utility easement to be granted to CITY along Blue Oaks Boulevard pursuant to Section 3.3.2. LANDOWNER shall only be obligated to install the portion of underground electrical service from Foothills Boulevard (or the westernmost point along Blue Oaks Boulevard previously installed by LANDOWNER) to the building adjacent to Blue Oaks Boulevard then being developed. If the building will be served by such service, then the underground construction shall extend to the point from which the electrical service is provided thereto; if such service is not being provided from Blue Oaks Boulevard but the underground construction is required due to the building's proximity to Blue Oaks Boulevard, then such construction shall extend to the point along Blue Oaks Boulevard even with the westernmost point of the improvements related to such building (e.g., parking).

As such underground service is installed by LANDOWNER, at the request of CITY and to the extent such improvements have not then been made, LANDOWNER will also install additional duct bank in the trench for electrical service for other properties and CITY shall reimburse LANDOWNER for the incremental additional hard costs thereof, consisting of the identifiable costs of construction as actually incurred by LANDOWNER for the additional work.

3.3.2 Public Utility Easement/Sidewalk/Pedestrian Access Easement. Upon approval of the first building permit for a building to receive electrical service from facilities to be located on Blue Oaks Boulevard or upon earlier request of CITY, LANDOWNER shall grant and convey to CITY a public utility easement for public utility purposes along Blue Oaks Boulevard from Foothills Boulevard to the western most point of LANDOWNER's property. Upon approval of the first building permit for a building to receive electrical service from facilities to be located on Woodcreek Oaks Boulevard or upon earlier request of CITY, LANDOWNER shall grant and convey to CITY a public utility easement for public utility purposes along Woodcreek Oaks Boulevard from Blue Oaks Boulevard to the southernmost point where Woodcreek Oaks Boulevard exits the Property. LANDOWNER shall grant and convey to CITY simultaneously with each of the foregoing easements a co-extensive easement for sidewalk/pedestrian access purposes. Each such easement shall be twenty-five feet (25') wide and shall be measured from the southern boundary of the existing right of way of Blue Oaks Boulevard or the easternmost boundary of the right of way of Woodcreek Oaks Boulevard established pursuant to Section 3.8.2.A, as the case may be and shall be included within the landscape setback established by Section 3.8.10.

3.3.3 On-Site Public Electrical Circuits. Concurrently with the construction of any portion of Collector A or Collector B, shown on Exhibit "C" hereto, which may serve in part as public roadways in the future to serve the Northwest portion of the Property, 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 potential future rights-of-way therefor, such that the electrical service needs for such improvements can be provided by a public circuit, independent of the private circuits located and to be located within the Property, if and when such roadways are dedicated to CITY. The

design of such circuits shall be included as part of the improvement plans for such roadways. In the event LANDOWNER offers to dedicate any portion of Arterial A or of Collector A, B or C to CITY for right-of-way purposes, and LANDOWNER has not installed on-site public electric circuits to CITY standards, CITY may require LANDOWNER to do so prior to accepting any such offer.

3.3.4 Streetlights. Concurrently with the construction of any portion of Blue Oaks Boulevard or Woodcreek Oaks Boulevard, LANDOWNER agrees to construct streetlights therein in accordance with the Master Plan and the then current requirements of the Electric Department for public streetlights. In the event LANDOWNER does not install streetlights to CITY standard at the time it constructs the on-site public electrical circuits pursuant to Section 3.3.3, LANDOWNER shall do so prior to offering any such roadway to CITY for a public road.

3.3.5 Temporary Transmission Line. LANDOWNER will not oppose the installation by CITY, at CITY's sole cost, expense and discretion, a temporary 12kv electrical transmission line, on wooden poles, within CITY's existing public utility easement along Blue

Oaks Boulevard from Foothills Boulevard, to the extent such line is needed to serve development of properties within CITY located to the west of the Property. Portions of such line shall be undergrounded by LANDOWNER pursuant to Section 3.3.1 above.

3.3.6 Reservation of Substation Site. LANDOWNER hereby offers to dedicate to CITY an electrical substation site the area within the Property described therefor on **Exhibit "D"** attached hereto (the "Substation Site") together with a twenty-five foot (25') easement for public utility and access purposes extending north to the nearest then existent public utility easement. LANDOWNER offers to dedicate to CITY, without compensation, the Substation Site, in fee, free and clear of any monetary encumbrances, except for taxes and assessments not then delinquent. The use of such Substation Site shall be limited for the purpose of an electrical

substation, and appurtenant uses. The term of this dedication shall commence upon the effective date of this Agreement and shall terminate on the expiration of this Agreement or upon written notice from CITY that it will not need the Substation Site for electrical substation purposes, whichever occurs first.

3.3.7 Retail Power Purchase. As a material condition to the validity of this Agreement, LANDOWNER shall have entered into a power purchase agreement with the CITY wherein LANDOWNER agrees to purchase, for a specified term, all of the electric power required by its operation in Roseville exclusively from CITY's electric utility, at the retail rate and upon the terms as set forth in the agreement. The power purchase agreement shall be a separate agreement herefrom, and shall provide for such commercially reasonable terms as the parties may determine to govern the conditions of service, and for a process of amendment which does not involve a requirement that this Agreement be amended. In the event the parties fail to enter into a Power Purchase Agreement by August 31, 1996, the City Council may take action to suspend the rights and benefits granted hereunder to LANDOWNER until such future date as a Power Purchase Agreement is executed; provided, however, that the parties may extend any date or waive the requirements of this section upon mutual written consent, without further amendment of this Agreement being required.

3.4 Drainage Improvements. LANDOWNER shall provide on-site drainage improvements as provided in this section.

3.4.1 Master Drainage Impact Study. Prior to approval of improvement plans for the first new building in the undeveloped northern or southern watershed on the Property to be constructed after execution of this Agreement, LANDOWNER shall prepare a Master Drainage Impact Study for its on-site drainage facilities to the satisfaction of the Public Works Director/City Engineer. The Master Drainage Impact Study shall identify the size and location

of all major drainage facilities proposed for the Property relative to drainage impacts and shall be accompanied by all supporting technical information and calculations.

3.4.2 Other Agency Approval. Prior to approval of the Master Drainage Impact Study or issuance of any building or grading permit, LANDOWNER shall obtain, at LANDOWNER's expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board, and the U.S. Army Corps of Engineers. Prior to the issuance of any building permit or grading permit, LANDOWNER shall also obtain, at LANDOWNER's expense, any necessary permits and agreements from the California Department of Fish & Game.

LANDOWNER shall prepare and implement a Storm Water Pollution Prevention and Monitoring Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) in accordance with the SWP3 as approved by the Regional Water Quality Control Board (RWQCB) concurrently with the construction of any improvements. LANDOWNER shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program prior to the start of any construction, including grading. LANDOWNER shall maintain all improvements and BMP's required by the SWP3.

3.4.3 Storm Drains. LANDOWNER shall construct storm drain mains and laterals in accordance with CITY's then current improvement standards and shall provide laterals to serve all buildings on the Property. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains.

3.4.4 Detention Basins. LANDOWNER intends to serve the surface water drainage requirements for the development of the Property with the two drainage detention basins proposed for the Property, as generally shown on Exhibit "E" hereto and marked thereon

as the "Northern Detention Basin" and the "Southern Detention Basin" (collectively, the "Drainage Basins"). The Northern Detention Basin is designed to serve the drainage needs for development within the area identified on Exhibit "E" as the "Undeveloped Northern Watershed" and the Southern Detention Basin is designed to serve the drainage needs for development within the area shown on Exhibit "E" as the "Undeveloped Southern Watershed." LANDOWNER also intends to serve the drainage needs for the initial development of the Undeveloped Northern Watershed with a temporary detention basin, located in the northwest corner of the Property as shown on Exhibit "E" (the "Temporary Basin"), which will be designed to store a minimum of five (5) acre feet of water. The design and location of the Drainage Basins and the Temporary Basin shall be subject to CITY review and approval as part of the Master Drainage Impact Study.

Upon the issuance of a building permit for the construction of any structure or buildings within the Undeveloped Southern Watershed, LANDOWNER shall commence construction of the Southern Detention Basin and complete construction in a timely manner. Provided, however, LANDOWNER shall not be obligated to construct the Southern Detention Basin in order to construct road improvements or utilities within the Undeveloped Southern Watershed or in connection with the construction by CITY of either the well site or the electrical substation that may be located therein.

Upon the issuance of a building permit for the construction of any structure or building within the Undeveloped Northern Watershed, LANDOWNER shall commence construction of either the Temporary Basin or the Northern Detention Basin, as required hereby and complete construction in a timely manner. If LANDOWNER elects to construct the Temporary Basin, then up to fifty percent (50%) of the land within the Undeveloped Northern Watershed may be developed by LANDOWNER in reliance upon

LANDOWNER's construction of the Temporary Basin. Thereafter, if and when LANDOWNER applies for a building permit which, in the aggregate, will develop more than fifty percent (50%) of the land within the Undeveloped Northern Watershed, LANDOWNER shall construct the Northern Detention Basin. Alternatively, if and when any other development (either within the Property, by CITY or by others) requires the construction of Woodcreek Oaks Boulevard such that the remaining portion of the Temporary Basin is not then adequate to serve the drainage needs of the Undeveloped Northern Watershed then developed or proposed to be developed by LANDOWNER, LANDOWNER shall construct the Northern Detention Basin. When the Northern Detention Basin is constructed, any requirement to maintain the Temporary Basin for detention purposes shall terminate and the Temporary Basin shall be filled/graded to a condition acceptable to the Public Works Director/City Engineer.

If any development of the commercial site located at the northwest corner of the Property is proposed by LANDOWNER prior to construction of the Northern Detention Basin, such development shall be designed both to accommodate continued surface water drainage to the Temporary Basin located at such site and preserve LANDOWNER's ability to ultimately construct the Northern Detention Basin. At the time of issuance of a building permit for any such northwest commercial development, LANDOWNER shall provide reasonable assurances to CITY that LANDOWNER has retained adequate access across such site for purposes of its future construction of the Northern Detention Basin.

LANDOWNER shall be solely responsible for all maintenance to the Northern and Southern Detention Basins and the Temporary Basin, as and when such Basins are developed for detention purposes as well as the area of the one hundred (100) year floodplain for the South Branch of Pleasant Grove Creek. Prior to construction of any of the Basins, LANDOWNER shall execute an agreement with CITY which specifies LANDOWNER's

maintenance responsibilities for the Basins. CITY shall have the right of access to the Basins without prior notice for emergency purposes as determined by the Public Works Director/City Engineer. Upon request of CITY, LANDOWNER shall cooperate with reasonable inspections of the Basins and of the maintenance thereof by LANDOWNER, provided LANDOWNER may require a representative thereof to attend and monitor any such inspection by CITY.

3.4.5 Conservation Easements. LANDOWNER shall, prior to approval of a building permit for any portion of the Property whose surface water drainage will rely on drainage into either the Southern Detention Basin, the Northern Detention Basin or the Temporary Basin, grant to CITY a conservation, habitat preservation, and flow easement over the applicable Basin and, when requested by CITY, over the area of the one hundred (100) year floodplain for the South Branch of Pleasant Grove Creek. With respect to the easement for the Temporary Basin, such easement shall be temporary and shall automatically terminate upon the grant by LANDOWNER to CITY of the conservation, habitat preservation and flow easement for the Northern Detention Basin. Upon the grant by LANDOWNER of such easement for the Northern Detention Basin, CITY shall quitclaim its rights under the temporary easement over and for the Temporary Basin. Each easement shall include those adjacent areas required to provide emergency CITY access to the applicable Basin and floodplain area. Each easement shall restrict the use of the burdened property to those open space uses which (with the exception of permitted on-site flood water detention) will not restrict the flow of flood waters.

3.5 Water System Improvements. LANDOWNER shall provide improvements to the potable water system as provided in this section.

3.5.1 Financing of Water Supply. LANDOWNER shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission facilities, except for the payment of water connection fees levied and collected by CITY at the time of

development pursuant to then existing CITY ordinances; provided however, CITY shall not be precluded from imposing on future development of the Property a pro rata "fair share" special benefit area water connection fee which is specifically developed and adopted to pay for those improvements which are associated with the oversizing of the water transport system which benefits the Property and other properties in the Roseville North Industrial Area and the Northwest Roseville Specific Plan and which were constructed, or are still to be constructed, and which were financed as part of the North Central Roseville Specific Plan infrastructure improvements; provided, however, in calculating any such fee to be paid by LANDOWNER, CITY shall consider in its formulation of the fee: 1) the previous financial contributions by LANDOWNER towards the construction of the existing water infrastructure serving properties in the North Industrial Area and the Northwest Roseville Specific Plan, and ; 2) the statements or representations made by CITY associated with previous land use approvals for the Property as to the then-existing and projected water line capacity which would be, or would become available to serve the Property.

3.5.2 On-Site Water Lines. LANDOWNER shall construct all on-site water lines, including those major on-site transmission mains shown on **Exhibit "F"**, as and when required for development within the Property. All such improvements, including mains and flow monitoring stations, shall be constructed pursuant to CITY's Improvement Standards and shall be subject to CITY plan review, construction inspection and final approval. LANDOWNER shall pay then current plan check and inspection costs as incurred by CITY for review and inspection of any such improvements. Sizing of pipes shall be as set forth on said **Exhibit "F."** Notwithstanding any other provision of this Agreement, unless fire flows are maintained and a non-loop system is approved by the Environmental Utilities Director, all areas of the Property shall at all times be supplied by a loop system. LANDOWNER shall install backflow devices to

CITY's then current specification at each point where a non-City on-site water line joins CITY-owned water supply system.

3.5.2.A            Phasing of On-Site Lines. The water phasing plan shall consist of the development and extension of an on-site looped water system as shown on Exhibit "F." All development, including the existing campus adjacent to Foothills Boulevard, will be served by the City of Roseville's existing 24" water line. Development of the property north of Collector A will extend a 12" water main along Collector A, as such Collector is extended into the Property. This line will serve all property located north of Collector A and east of Collector B and will eventually be connected to a 16" water line that will be extended southerly along Collector B from a connection to the 24" water line proposed to be constructed in Blue Oaks Boulevard by others. The 16" line will extend southerly along Collector B, which will serve the development of all property located to the west of Collector B. At the time the 16" line has been extended along Collector B to Arterial A, then a 12" water line will be extended southerly along the existing south campus loop, connecting to the existing 12" line at Foothills Boulevard, thereby completing an internal water loop from Foothills Boulevard to Blue Oaks Boulevard. Additional 12" water lines will be extended westerly from Collector B, along Collector A and Arterial A, and provide connection to a future 24" water line to be constructed in Woodcreek Oaks Boulevard by others. CITY shall have no right to require any changes, modifications or increases in the on-site water line system described above, provided LANDOWNER may request changes thereto, subject to the reasonable review and approval of the Environmental Utilities Director.

3.5.2.B            Review of Plans for Adjacent 24" Water Lines.  
CITY shall provide LANDOWNER with the right to review the plans to be prepared by others for the construction of the 24" line within Blue Oaks Boulevard and within Woodcreek Oaks

Boulevard. LANDOWNER shall have the right, upon such review, to request that certain "T" joints be sized and installed at the following points along such lines to serve development within the Property: the intersection of Blue Oaks Boulevard with Collector B or Collector C and the intersection of Woodcreek Oaks Boulevard with Arterial A or Collector A. LANDOWNER shall be responsible for the payment of the actual hard cost of including such "T" joints as part of the construction of such lines, consisting of the identifiable and commercially reasonable costs of design, engineering and construction actually incurred for such work. In the event any such water line is being constructed by a third party, CITY shall coordinate and assist LANDOWNER with arranging for inclusion of the "T" joints in the work by the third party; provided, however, the terms of payment of the hard costs as defined above shall be a matter to be determined by the parties on a commercially reasonable basis.

3.5.2.C Public Utility Easements. At LANDOWNER's discretion, LANDOWNER may offer to dedicate to CITY a public utility easement for the ownership and maintenance of any such water lines, and CITY may accept, accept subject to improvement of the water lines to the then current CITY standard, or reject said easements. In the event LANDOWNER subdivides any portion of the Property, all lots or parcels created by such subdivision shall be required to be served with water service from a CITY-owned water line located within an accepted public utility easement and shall install backflow devices and meters as required by CITY. LANDOWNER shall also grant, upon request of CITY, a public utility easement for the 24" water line to be installed within Woodcreek Oaks Boulevard. Until CITY accepts any such public utility easement(s), LANDOWNER shall be responsible for maintenance of all on-site water lines and facilities and backflow devices.

3.5.2.D Reservation of Well Site. LANDOWNER hereby offers to dedicate to CITY a groundwater well site the area within the Property described therefor on

**Exhibit "D"** attached hereto (the "Well Site") together with a twenty-five foot (25') easement for public utility and access purposes extending north to the nearest then existent public utility easement. LANDOWNER offers to dedicate to CITY, without compensation, the Well Site, in fee, free and clear of any monetary encumbrances, except for taxes and assessments not then delinquent. The use of such Well Site shall be limited for the purpose of constructing and maintaining a groundwater well for potable water and appurtenant uses. The term of this dedication shall commence upon the effective date of this Agreement and shall terminate on the expiration of this Agreement or upon written notice from CITY that it will not need the Well Site for potable water purposes, whichever occurs first.

3.6 Sewer Improvements. LANDOWNER shall provide on-site improvements to the sewer system as provided in this section, and as shown on **Exhibit "G"**. LANDOWNER shall have no obligation to install or pay for the installation of any off-site treatment or transmission facilities, except for the payment of sewer connection fees levied and collected by CITY at the time of development pursuant to then existing CITY ordinances.

3.6.1 Improvement Standards. All sanitary sewer improvements shall be constructed pursuant to CITY's then current Improvement Standards and shall be subject to CITY plan review, construction inspection and final approval. LANDOWNER shall pay then current plan check and inspection costs as incurred by CITY for review and inspection of any such improvements. All sewer system improvements shall include protection from hydrogen sulfide generated corrosion.

3.6.2 Phasing of On-Site Lines/Interim Connections. As shown on **Exhibit "G"**, the areas of the Property for purposes of sewer service are divided into the Northeast Area Interim Sewer (the "Northeast Area") and the balance of the Property to be developed. Development of the Northeast Area, which contains a light industrial site and a 6.5-acre

commercial site, will be sewerred on an interim basis by the existing 10" sanitary sewer located in Foothills Boulevard. Development of any portion of the remaining Property will require construction of the additional 12" and 15" sewer lines located west of the Northeast Area, as shown on Exhibit "G" (the "West Sewer Lines"), which will extend to the existing 21" gravity main along the southern boundary of the Property. CITY shall allow LANDOWNER to develop within the Northeast Area so long as capacity is available within the 10" main. CITY shall constantly monitor the available capacity within said 10" main. For the purposes of determining whether capacity remains available in the 10" main, capacity will be presumed to be available as long as the flow in the main does not exceed fifty percent (50%) of its capacity and more than twenty-five percent (25%) of the land within the service area of the line remains to be developed.

If twenty-five percent (25%) or less of the land within the service area of the line remains to be developed, and if the flow in the main still does not exceed fifty percent (50%) of its capacity, LANDOWNER may continue to utilize the 10" line unless CITY determines while processing development entitlements for any of the land within the remaining twenty-five percent (25%) of the service area that fifty percent (50%) of the capacity of the line will be needed to service the new development. In such case, CITY may demand that LANDOWNER install or complete its installation of the West Sewer Lines and install the additional 12" sewer line shown for the Northeast Area, so that all development within the Northeast Area can be served by such lines and the use of the 10" main can thereby be terminated. Upon any such demand of CITY, LANDOWNER shall use its best efforts to complete the design and construction of such lines within twelve (12) months of its receipt of such demand, provided the commencement and completion thereof shall be extended due to any delays beyond LANDOWNER's reasonable control.

For development within the Northeast Area, LANDOWNER shall pay the then-current sewer connection fee for Zone 8 of Sewer Special Benefit Area No. 2, in addition to such other sewer connection fees as may be applicable pursuant to section 2.4.2; provided, however, in the event the use by LANDOWNER of the 10" main becomes permanent under the conditions of the previous paragraph, then LANDOWNER shall, upon demand by CITY, pay the then-current incremental difference in the fee between that for Zone 8 and that for Zone 7 of Sewer Benefit Area No. 2. In the event CITY constructs sewer treatment facilities to the north or west of the Property, and such facilities may be reached by a gravity flow sanitary sewer main which connects or will connect with the West Sewer Line at the northwestern corner of the Property, LANDOWNER may connect to any such main and, if it has not already been constructed, need not construct the West Sewer Line along the western boundary of the Property. In the event, however, LANDOWNER constructs the West Sewer Line along the western boundary of the Property and thereafter utilizes it on a permanent basis, then LANDOWNER shall pay the then-current incremental difference in the fee between that for Zone 8 and that for Zone 9 of Sewer Benefit Area No. 2.

3.6.3 Access to Manholes. All manholes shall be located so that they are accessible by CITY sewer maintenance vehicles.

3.6.4 Public Utility Easements. As and when LANDOWNER installs the West Sewer Lines within the Property, LANDOWNER shall grant to CITY a public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. As and when LANDOWNER installs on-site sewer lines within the Property, LANDOWNER may offer at LANDOWNER's discretion to dedicate to CITY a public utility easement for the ownership and maintenance of any such lines, and CITY may accept, accept subject to improvement of the sewer lines to the then current CITY standard, or reject said

easements. In the event LANDOWNER subdivides any portion of the Property, all lots or parcels created by such subdivision shall be required to be served with sewer service from a CITY-owned sewer line located within an accepted public utility easement. Until CITY accepts any such public utility easement(s), LANDOWNER shall be responsible for maintenance of all on-site sewer lines and facilities.

3.7 Solid Waste. CITY acknowledges that LANDOWNER currently uses a private solid waste hauling service for its current operations within the Property and hereby confirms LANDOWNER's right to continue and expand the use of such private hauling service to any and all future development within the Property. CITY further agrees that should LANDOWNER, for any reason, be unable to use such private hauler or desire to terminate such private service, CITY will make its municipal hauling service available to LANDOWNER at the rates then in effect for comparable uses.

3.8 Road Improvements. LANDOWNER, at its expense, shall provide the following road improvements in the manner and at the time as provided in this section.

3.8.1 Blue Oaks Boulevard.

3.8.1.A LANDOWNER shall construct at its ultimate location the southerly thirty-two feet (32') of pavement, the curb and gutter, the streetlights, and an eight foot (8') separate sidewalk, for Blue Oaks Boulevard, from its intersection with Foothills Boulevard to its intersection with Woodcreek Oaks Boulevard as shown in cross-section in Exhibit C-1. LANDOWNER may, in its discretion, construct such improvements in successive portions as provided herein. When LANDOWNER constructs an intersection with Blue Oaks Boulevard at Woodcreek Oaks Boulevard, Collector B or Collector C, or receives a building permit for a building located within three hundred feet (300') or less of the southerly boundary of the right of way for Blue Oaks Boulevard, LANDOWNER shall construct the foregoing improvements from

Foothills Boulevard (or the most westerly point at which the improvements have then been completed) to the new intersection or the most westerly edge of the proposed new building improvements. All improvements to be installed by LANDOWNER shall comply with CITY's then current standards for public streets.

3.8.1.B In the event LANDOWNER constructs the improvements to Blue Oaks Boulevard as set forth in subsection (A) above, LANDOWNER shall be entitled to be reimbursed by CITY for the hard costs of constructing the northerly fourteen feet (14') of pavement, consisting of the identifiable and commercially reasonable costs of the design, engineering and construction as actually incurred by LANDOWNER for the work. LANDOWNER shall be reimbursed pursuant to Section 4.2.1.

3.8.1.C In the event a third party constructs the improvements, or any portion thereof, to Blue Oaks Boulevard as set forth in subsection (A) above prior to the time LANDOWNER would have been obligated to do so, LANDOWNER shall:

(1) construct the remaining portion of the pavement, if any, and the curb and gutter, streetlights and sidewalk when obligated to pursuant to subsection (A), above; and

(2) reimburse, through CITY, the third party who constructed any portion of the southerly eighteen feet (18') of pavement, the curb and gutter, the streetlighting or the sidewalk which LANDOWNER is obligated to construct pursuant to subsection (A), above, the hard costs thereof, consisting of the identifiable and commercially reasonable costs of design, engineering and construction as actually incurred by the third party, within thirty (30) days of the date LANDOWNER would have been obligated to construct the improvements.

3.8.1.D In addition to and in conjunction with the improvements to Blue Oaks Boulevard required in subsection (A) herein, LANDOWNER shall construct the southerly one-half (1/2) of the landscape median in Blue Oaks Boulevard, as shown in Exhibit C-1, or execute a deferred improvement agreement for such construction in a form acceptable to CITY.

3.8.2 Woodcreek Oaks Boulevard.

3.8.2.A Within one hundred eighty (180) days of execution of this Agreement, LANDOWNER shall execute an irrevocable offer to dedicate to CITY a fifty-one foot (51') wide public right of way for Woodcreek Oaks Boulevard along the western boundary of the Property from the southerly point where Woodcreek Oaks Boulevard enters onto the Property to its intersection with Blue Oaks Boulevard.

3.8.2.B LANDOWNER shall construct at its ultimate location the easterly thirty-two feet (32) of pavement and the curb and gutter in the right of way described in subsection (A) above, and the streetlights and an eight foot (8') separate sidewalk, for Woodcreek Oaks Boulevard, from its intersection with Blue Oaks Boulevard to the southerly point where it will exit the Property, as shown in cross-section in Exhibit C-2. LANDOWNER may, in its discretion, construct such improvements in successive portions as provided herein. When LANDOWNER constructs the intersection with Woodcreek Oaks Boulevard at Collector A, or receives a building permit for a building located within three hundred feet (300') or less of the eastern boundary of the right of way for Woodcreek Oaks Boulevard, LANDOWNER shall construct the foregoing improvements from Blue Oaks Boulevard (or the most southerly point at which the improvements have then been completed) to the new intersection or the most southerly edge of the proposed new building improvements. When LANDOWNER constructs the intersection with Woodcreek Oaks Boulevard at Arterial A, LANDOWNER shall construct, or

complete construction of, all of the foregoing improvements. All improvements to be installed shall comply with CITY's then current standards for public streets.

3.8.2.C In the event LANDOWNER constructs the improvements to Woodcreek Oaks Boulevard as set forth in subsection (B) above, LANDOWNER shall be entitled to be reimbursed by CITY for the hard costs of constructing the westerly ten feet (10') of pavement travelway, consisting of the identifiable and commercially reasonable costs of design, engineering and construction as actually incurred by LANDOWNER for the work but not for the most westerly four feet (4') of non-vehicular bike lane pavement. LANDOWNER shall be reimbursed pursuant to Section 4.2.1.

3.8.2.D In the event a third party constructs the improvements, or any portion thereof, to Woodcreek Oaks Boulevard as set forth in subsection (B) above prior to the time LANDOWNER would have been obligated to do so, LANDOWNER shall reimburse, through CITY, the third party who constructed any portion of the easterly eighteen feet (18') of pavement, the curb and gutter, the streetlights or the sidewalk which LANDOWNER is obligated to construct pursuant to subsection (B), above, the hard costs thereof, consisting of the identifiable costs of design, engineering and construction as actually incurred by the third party, within thirty (30) days of the date LANDOWNER would have been obligated to construct the improvements pursuant to subsection (B), above.

3.8.2.E In addition to and in conjunction with the improvements to Woodcreek Oaks Boulevard required in subsection (B) herein, LANDOWNER shall construct the easterly one-half (1/2) of the landscape median in Woodcreek Oaks Boulevard, as shown in Exhibit C-2, or execute a deferred improvement agreement for such construction in a form acceptable to CITY.

3.8.3 Subdivision. As a condition of approval of a subdivision or parcel map for a portion of the Property which abuts either Blue Oaks Boulevard or Woodcreek Oaks Boulevard, CITY may require construction of improvements to the abutting portion(s) of said roadway(s) prior to the time set forth in Sections 3.8.1 or 3.8.2 as allowed by the Subdivision Map Act and the City of Roseville Subdivision Ordinance, as amended from time-to-time.

3.8.4 Foothills Boulevard Landscaping. Within three (3) months of the effective date of this Agreement, LANDOWNER shall prepare and submit to CITY a landscaping plan for the installation of landscaping along the balance of the Property adjacent to Foothills Boulevard that is not now landscaped. Such plan shall include a phasing plan for the timing of such installation from the existing landscaping to the intersection of Foothills and Blue Oaks Boulevards. LANDOWNER shall commence the installation of such landscaping and diligently proceed therewith, all in accordance with the terms and provisions of the landscaping plan, including the phasing plan provided therefor, once said plan is approved by CITY.

3.8.5 Security Gates. LANDOWNER shall have the discretion to install security gates at the entrances to the Property from Foothills, Blue Oaks and/or Woodcreek Oaks Boulevards. With respect thereto, LANDOWNER shall design the security gates to allow adequate stacking from the edge of the right of way from the applicable Boulevard as approved by CITY and to provide at a minimum for a turn-around for a semi-trailer truck, which turn around may be located inside the security gate. Upon request of CITY, LANDOWNER shall prepare and submit a stacking analysis for approval by CITY for each proposed new security gated entrance.

3.8.6 Traffic Signals. LANDOWNER shall not be obligated to construct or reimburse the cost of the traffic signals to be constructed at the intersections of Woodcreek Oaks and Blue Oaks Boulevards and of Blue Oaks Boulevard and Foothills Boulevards, except through

its payment of traffic fees or to the extent LANDOWNER is required to bear the expenses of widening Blue Oaks Boulevard, Woodcreek Oaks Boulevard or Foothills Boulevard and said widening includes the obligation to move or redesign the traffic signals. Also, in consideration of the traffic signal improvements at the intersection of Foothills Boulevard and Roseville Parkway previously installed by LANDOWNER pursuant to the Agreement to Install Improvements between CITY and LANDOWNER dated January 8, 1992, LANDOWNER shall not be obligated to share in the cost of any additional traffic signal improvements to be constructed at such intersection by CITY or the adjoining landowner.

As and when LANDOWNER connects a Collector with Foothills, Blue Oaks or Woodcreek Oaks Boulevards, or connects Arterial A with Woodcreek Oaks Boulevard, LANDOWNER shall be responsible for either installing the traffic signal required by CITY for such intersection or to reimburse half the actual hard cost thereof consisting of the identifiable and commercially reasonable costs of design, engineering and construction, if previously installed by others. LANDOWNER shall be entitled to reimbursement for one-half of the such similar actual hard costs of each such traffic signal installed by LANDOWNER from the opposite landowner at such time that any roadway improvements opposite the applicable improved intersection are completed and open to public or private use.

LANDOWNER shall reimburse the opposite landowner for one-half of the actual hard cost, consisting of the identifiable and commercially reasonable costs of design, engineering and construction for the traffic signal to be installed at LANDOWNER's southerly access to Foothills Boulevard within thirty (30) days after completion of said traffic signal and acceptance by CITY.

3.8.7 Intersections. As, if and when LANDOWNER constructs an intersection of Collector A, B or C, or Arterial A with Foothills Boulevard, Blue Oaks Boulevard or

Woodcreek Oaks Boulevard, or a driveway thereto, LANDOWNER shall install such improvements for such intersection or driveway, from the adjacent lane of pavement of the Boulevard into the Property to the connection with such internal roadway or in the median, as CITY may require in accordance with CITY's then current improvement standards.

3.8.8 Timing of and Standards for Internal Roadways. Subject to compliance with all other provisions of this Agreement, LANDOWNER shall have complete discretion to construct its on-site, internal roadway improvements to the extent desired thereby to provide access to the parcel(s) within the Property then being developed by LANDOWNER, subject only to the review and approval of the Director of Public Works/City Engineer as to the need for any secondary emergency access to such development; provided however, in the event CITY reasonably anticipates in conjunction with the issuance of a new building permit that any intersection of a roadway from the property with a CITY roadway might operate at a level-of-service which would be lower than the minimum level required by the General Plan, or that safety/operational problems may be likely to occur at any such intersection, CITY may require LANDOWNER to complete a study to analyze traffic impacts from the new development upon CITY's then existing roadway system. If CITY then determines that any intersection of a roadway from the Property with a CITY roadway would operate at a level-of-service which would be lower than the minimum level required by the General Plan, or that safety/operational problems would be likely to occur at any such intersection, LANDOWNER agrees to institute, within twelve (12) months of such determination, any mitigation measures acceptable to the Director of Public Works/City Engineer which would restore the intersection to a level-of-service which complies with the General Plan or alleviate the public safety/operational problem. Such mitigation measures may include, but are not necessarily limited to, construction of additional capacity improvements at the affected intersections or the construction of new access

to the Property. Except to the extent expressly required by this Agreement, LANDOWNER shall not be obligated to comply with CITY standards for the construction of public streets with regard to road improvements to be constructed within the Property. LANDOWNER acknowledges and agrees that, in the event LANDOWNER desires at a future date to dedicate to CITY for use as a public road any such internal roadway not constructed to the then current CITY standard, CITY may require that LANDOWNER shall improve any such road to the then current CITY improvement standards prior to acceptance by CITY.

3.8.9 Satisfaction of Prior Deferred Improvement Agreements. CITY acknowledges and agrees hereby that this Agreement shall fully and completely supersede and satisfy all obligations of LANDOWNER under: (1) that certain Deferred Improvement Agreement by and between LANDOWNER and CITY dated September 13, 1989, for improvements to Blue Oaks Boulevard and recorded on September 20, 1989 in Book 3716 at Pages 616 through 624, Official Records, Placer County Recorder and (2) that certain Deferred Improvement Agreements by and between LANDOWNER and CITY dated September 13, 1989, for improvements to Blue Oaks Boulevard and recorded on September 20, 1989 in Book 3716 at Pages 625 through 632, Official Records, Placer County Recorder. Upon recordation of this Agreement, said Deferred Improvement Agreements shall become null and void and any Letters of Credit posted therewith shall be released and returned to LANDOWNER.

3.8.10 Landscape Setback. LANDOWNER shall establish a thirty-five foot (35') landscape setback to the east of the right of way of Woodcreek Oaks Boulevard, a fifty foot (50') landscape setback to the south of the right of way of Blue Oaks Boulevard and a fifty foot (50') landscape setback to the west of the right of way of Foothills Boulevard, for landscaping, streetlighting, sidewalk, and related uses.

3.9 Option to Purchase Property in Southwest Corner. LANDOWNER hereby grants to CITY an option to purchase five and three-tenths (5.3) acres of property contained within the southwestern corner of the Property and located southwest of Pleasant Grove Creek, as such five and three-tenths (5.3) acres are more particularly described in Exhibit "H" hereto. The term of the option shall be five years from the effective date of the Agreement, with a five year option to extend the option, and may be exercised at any time by CITY upon written notice to LANDOWNER. The purchase price shall be the fair market value of the property as of the time of exercise by CITY. Any such notice shall include a statement of the proposed purchase price for such property, based on an appraisal obtained by CITY. LANDOWNER may elect to sell the property at such price or may elect to obtain its own appraisal thereof, to be obtained within 60 days of such notice from CITY. If two appraisals are obtained and are within 10% of each other, the purchase price shall be equal to the average thereof; if not, a third appraisal shall be obtained (with the appraiser either selected by the parties or, if the parties are unable to agree, then by the appraisers), which shall be completed within 45 days of such selection. If three appraisals are obtained, the appraisal that deviates the most from the middle appraisal shall be discarded and the average of the other two shall be used as the purchase price.

CITY shall close escrow for the purchase of such property within sixty (60) days of the agreement or determination of the purchase price. The parties shall open an escrow with a title company mutually acceptable thereto and CITY shall bear all costs in closing such escrow, including all transfer taxes, escrow fees and title insurance, if any.

If CITY fails to timely exercise the option or close escrow after exercise, then this option shall automatically terminate and CITY shall execute a quitclaim or other such document evidencing the termination of this option. This option shall not be assignable by CITY without the prior written consent of LANDOWNER, which may be withheld in its sole discretion.

3.10 Liens, Encumbrances, Covenants, Conditions and Restrictions. Except as approved by CITY or provided for by this Agreement, all property to be conveyed to CITY pursuant to this Agreement (whether in fee or as an easement) shall be free of any liens, encumbrances, toxic materials, wetlands, special taxes or assessments, except other easements then of record. LANDOWNER shall, for each such conveyance, provide to CITY at LANDOWNER's expense a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by CITY shall be at CITY's expense.

3.11 No Security During Construction. LANDOWNER shall not be required to provide any security for any improvements to be constructed on the Property during any phases of construction, except for payment, performance and maintenance bonds that may be required in connection with the construction of improvements within the public rights-of-way for Woodcreek Oaks, Blue Oaks and Foothills Boulevards or in conjunction with a Subdivision Improvement Agreement for subdivision of any portion of the property. All construction material storage areas shall be fenced and secured as approved by the police chief.

3.12 Project EIR Mitigation Measures. LANDOWNER shall be bound by, and shall perform, all mitigation measures contained in the Project EIR which are adopted by CITY and which are identified in the mitigation monitoring plan as being a responsibility of LANDOWNER.

3.13 Waiver. In consideration of the benefits received pursuant to this Agreement, LANDOWNER waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California with regard to any otherwise uncompensated conveyance or dedication of land or easements over the property specified in this Agreement.

3.14 Landscape and Lighting District.

3.14.1 Formation.

3.14.1.A Consent and Waiver. LANDOWNER consents to and shall cooperate in forming a Landscape and Lighting District, or including the Property within a special zone of an existing landscape and lighting district, pursuant to the provisions of Section 22500, et seq., of the Streets and Highways Code of the State of California (herein the "LLD") and consents herewith to the levy of such assessments as are necessary to pay the Property's fair share of the cost to maintain the median landscaping. LANDOWNER shall be solely responsible for maintaining its landscaping from the back of the curb from said rights-of-way and, therefore, no assessment shall be levied by the LLD for such costs, unless and until LANDOWNER elects to relinquish such responsibility and conveys an easement to CITY for any such landscape areas, and CITY accepts said easement and assumes the responsibility to maintain the landscaping. Nothing in this section shall be construed as an agreement to any specific allocation of assessment, burden or benefit to a particular parcel or parcels or to constitute a waiver of the right of LANDOWNER to protest an allocation of a particular assessment burden or benefit.

3.14.2 Obligation of District. The Landscape and Lighting District, or zone therein, formed pursuant to Section 3.16.1 in which LANDOWNER agrees to participate shall maintain the landscape medians within the portions of Foothills Boulevard and Blue Oaks Boulevard adjacent to the Property, and the landscape median within the portion of Woodcreek Oaks Boulevard located between Arterial A and Blue Oaks Boulevard.

3.15 Light Rail Funding. LANDOWNER consents to and agrees that the Project shall participate in its fair share of a city-wide funding mechanism for the extension and operation costs of light rail into the City of Roseville.

3.16 Bike Trails. Upon written demand of CITY but no sooner than five (5) years from the date of this Agreement, Landowner shall grant and convey to CITY a fee simple interest in an area along the southern boundary of the Property for a Class 1 Bike Trail generally described in Exhibit "I" hereto (the "Bike Trail") with an exact legal description to be determined by mutual agreement, reserving therefrom such easement and other property interests which allow LANDOWNER to retain exclusive access to the Bike Trail from the Property as the LANDOWNER may require, as mutually agreed from time-to-time, for security purposes; provided, however, the Bike Trail shall be made generally available to the public on a regular basis during the daylight hours. CITY shall bear all costs for design, engineering and construction of the Bike Trail, which shall also include relocation of LANDOWNER's existing fence, and the existing footpath and bridge across Pleasant Grove Creek. Prior to making the grant and conveyance required hereby, LANDOWNER shall be provided with and shall approve the improvement plans for the bike Trail and aforementioned relocation, which approval shall not be unreasonably withheld. The improvement plans shall include, at a minimum, security gates located at the westernmost and easternmost points of the Bike Trail. Nothing herein shall be deemed to preclude LANDOWNER from constructing other fencing as it desires between the southernmost boundary of the Property and the northernmost boundary of the Bike Trail at its own cost.

#### **SECTION 4: CITY OBLIGATIONS**

4.1 CITY Cooperation. CITY agrees to cooperate with LANDOWNER in securing all permits which may be required by CITY. In the event State or Federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent or preclude compliance with one or more provisions of this Agreement, or require

changes in plans, maps or permits approved by CITY, the parties agree that the provisions of this Agreement shall be modified, extended or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

4.2 Reimbursements.

4.2.1 Reimbursements for Road Improvements. The parties agree that LANDOWNER shall not be entitled to any reimbursement for the construction of any public improvement required by this Agreement unless explicitly provided by the Agreement.

The parties agree that LANDOWNER may, pursuant to this Agreement, be constructing all or a portion of the construction of certain road improvements which would otherwise be constructed and paid for by CITY or other parties and which serve other properties. CITY and LANDOWNER agree that, in consideration of the construction of such improvements by LANDOWNER, and only where this Agreement explicitly so provides, LANDOWNER shall be entitled to reimbursement as follows:

4.2.1.A LANDOWNER shall be entitled to reimbursement from CITY as provided in subsection 4.2.1.B, below, for the improvements to Blue Oaks Boulevard as described in Section 3.8.1.B and for improvements to Woodcreek Oaks Boulevard as described in Section 3.8.2.C.

4.2.1.B Should LANDOWNER construct the above-referenced public road improvements, which would otherwise be financed by CITY's Traffic Mitigation Fee, LANDOWNER shall receive reimbursement from CITY for the cost of said improvements twelve (12) months from the time said improvements are needed based on roadway capacity and travel demand, as determined by CITY, provided said improvements are

included in the capital improvement program for the Traffic Mitigation Fee and LANDOWNER has not received reimbursement for said improvements previously from any source, if such travel demand occurs within the term of this Agreement. If such travel demand does not occur within the term of this Agreement, CITY shall have no obligation to reimburse LANDOWNER. The amount of reimbursement shall be based on actual cost of the improvements as approved by CITY, or the estimated cost of said improvements as assumed in the said capital improvement program, whichever is less.

4.2.1.C CITY's obligation to pay reimbursement to LANDOWNER shall be solely as set forth herein and shall terminate upon the termination of this Agreement.

4.2.1.D In consideration of the benefits received pursuant to this Agreement, LANDOWNER, on behalf of itself and its heirs, successors in interest and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or undercompensated conveyance or dedication of land or easements or improvements specified in this Agreement.

4.2.2 Interest on Reimbursement. In each case in which this Agreement provides that LANDOWNER is entitled to receive reimbursement for road improvements from third persons (excepting from CITY or its Traffic Mitigation Fee), 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. In each case in which this Agreement provides that LANDOWNER is required to reimburse a third party for road improvements, LANDOWNER shall pay 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 Public Works Director/City Engineer:

4.2.2.A The difference between the estimated cost to construct the reimbursable improvements at the time of reimbursement (as estimated by the Public Works Director/City Engineer) and the base amount; and

4.2.2.B The base amount adjusted by the inflation rate for construction costs based upon the Engineering News Record, Construction Cost Index for the United States, 20 city Average. Should such index no longer exist, the Public Works Director/City Engineer shall choose a similar index which in his/her opinion fairly estimates the inflation factor applicable to construction.

4.2.3 Other CITY Reimbursements. Any and all other CITY reimbursements or payments required under this Agreement shall be made by CITY at the time required therefor under the Agreement.

4.3 Applications for Permits and Entitlements.

4.3.1 Action by CITY. CITY agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Entitlements and this Agreement, and shall act upon such applications in a timely manner.

4.3.2 Information and Scheduling. CITY shall inform LANDOWNER, upon request, of the necessary submission requirements for each application for a permit or other entitlement for use in advance and review said application and schedule the application for review by the appropriate authority in a timely manner.

4.3.3 Maps and Permits. Provided that LANDOWNER is not in default under this Agreement, CITY shall not refrain from approving subdivision or parcel maps nor shall it cease to issue building permits for development of the Property consistent with the Entitlements.

4.4 No Moratorium, Quotas, Restrictions or Other Growth Limitations. Except as otherwise provided by the terms and conditions of this Agreement or the Entitlements, no ordinance, resolution, rule, regulation or policy of CITY shall be applied, imposed or enacted by CITY, by resolution, ordinance, initiative, or otherwise, which in any way relates to the rate, timing or sequencing of the development or use of the Property, or any improvements related thereto, including without limitation, any no-growth or slow-growth moratoriums or annual development allocations, quotas or limitations, or in any way conflicts with the permitted uses, density and intensity of uses, maximum building height and size set forth in the Entitlements; provided, however, LANDOWNER shall be subject to any such growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, City-wide basis and directly concerns a public health or safety issue, in which case CITY shall treat LANDOWNER in a uniform, equitable and proportionate manner with all properties which are zoned consistent with LANDOWNER's zoning as set forth in the Entitlements. By way of example, an ordinance, rule or regulation which limited or precluded the issuance of building permits because CITY had inadequate sewage treatment capacity to meet the demand therefore would directly concern a public health issue under the terms of this paragraph. However, an attempt to limit the issuance of building permits because of a general increase in traffic congestion levels in CITY, a general degradation in air quality, or because of a general perception that the rate of growth exceeded that which is otherwise desirable, would not directly concern a public health or safety issue under the terms of this paragraph.

4.5 Essence of Agreement. The foregoing Sections 2, 3 and 4 are of the essence of this Agreement.

**SECTION 5: DEFAULT, REMEDIES, TERMINATION.**

5.1 General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30)-day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty-day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and regulations of CITY implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and CITY regulations implementing such Sections.

Following consideration of the evidence presented in said review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that

the other party is in default following the completion of the normal scheduled periodic review, said party may give written notice of termination of this Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, CITY may terminate or modify this Agreement.

5.2 Annual Review. CITY shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by LANDOWNER with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Nothing in this Section 5.2 with respect to the concurrent review of compliance under this Agreement shall be deemed to create a duty or responsibility of CITY or LANDOWNER or define an event of default that but for such concurrent review would not have been so created or defined. Notice of such annual review shall include the statement that any review of obligations of LANDOWNER as set forth in this Agreement may result in amendment or termination of this Agreement. A finding by CITY of good faith compliance by LANDOWNER with the terms of the Agreement shall be conclusive with respect to the performance of LANDOWNER during the period preceding the review.

Upon not less than thirty (30) days written notice by the Planning Director of CITY, LANDOWNER shall provide such information as may be reasonably requested and deemed to be required by the Planning Director in order to ascertain compliance with this Agreement. The

costs incurred by CITY for the annual review conducted by CITY pursuant to this Section 5.2 shall be borne by LANDOWNER.

In the same manner prescribed in Section 11, CITY shall deposit in the mail to LANDOWNER a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. LANDOWNER shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or if the matter is referred to the Planning Commission before said Commission.

If CITY takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor or amendment thereto, LANDOWNER shall be deemed to have complied in good faith with the provisions of the Agreement.

5.3 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to CITY within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.4 Legal Action. In addition to any other rights or remedies, either 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. 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.

5.5 Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement 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.

#### **SECTION 6: HOLD HARMLESS AGREEMENT.**

LANDOWNER and its heirs, successors-in-interest and assigns, hereby agrees to, and shall defend and hold CITY, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of LANDOWNER's, or LANDOWNER's contractors', 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 or 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 obligation, LANDOWNER agrees to and shall defend, indemnify and hold CITY, its elective and appointive boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of

this Agreement, exclusive of any such actions brought by LANDOWNER, its heirs, successors-in-interest or assigns.

#### **SECTION 7: PROJECT AS A PRIVATE UNDERTAKING.**

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.

#### **SECTION 8: COOPERATION IN THE EVENT OF LEGAL CHALLENGE.**

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action.

#### **SECTION 9: GENERAL.**

9.1 Enforceability. CITY agrees that unless this Agreement is amended or cancelled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by CITY, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the development of said property at the time of approval of this Agreement, as provided by Government Code Section 65866.

9.2 CITY Finding. CITY hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

9.3 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of LANDOWNER and CITY and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

9.4 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

9.5 Construction. This Agreement shall be subject to and construed in accordance and harmony with the Roseville Municipal Code, as it may be amended, provided that such amendments do not affect the rights granted to the parties by this Agreement.

9.6 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

**SECTION 10: NOTICES**

All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

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

Planning Director  
City of Roseville  
316 Vernon Street, Room 104  
Roseville, CA 95678

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

Mr. Mark Nelson  
M.S. 5608  
Hewlett-Packard Company  
8000 Foothills Boulevard  
Roseville, CA 95747-5608

with copy to:

Mr. Frank Pedraza  
M.S. 20BQ  
Hewlett Packard Company  
P.O. Box 10301  
Palo Alto, California 94303-0890

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

## II. ASSIGNMENT

LANDOWNER shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assumption by the assignee of such assignment and the conveyance of LANDOWNER's interest in the Property related thereto, LANDOWNER shall be released from any further liability or obligation hereunder related to the portion of Property so conveyed.

**III. FORM OF AGREEMENT, EXHIBITS.**

This Agreement is executed in two duplicated originals, each of which is deemed to be an original. This Agreement consists of fifty (50) pages and twelve (12) exhibits which constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:

- Exhibit A -- Property Description:
  - A-1 -- Diagram of the Property
- Exhibit B -- Land Use Map of Property
- Exhibit C -- Circulation Map
  - C-1 Cross-Section of Blue Oaks Boulevard
  - C-2 Cross-Section of Woodcreek Oaks Boulevard and Well Site
- Exhibit D -- Substation Site and Well Site
- Exhibit E -- Detention Basins
- Exhibit F -- Water Lines
- Exhibit G -- Sewer Lines and Service Areas
- Exhibit H -- Option Property
- Exhibit I -- Bike Trail

Approved this 26th day of June, 1996, by the City Council of the City of Roseville.

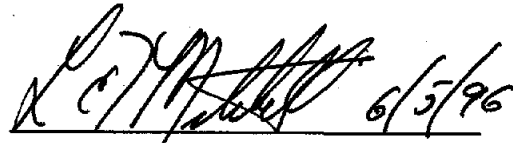
CITY OF ROSEVILLE, a  
COMPANY,  
municipal corporation

HEWLETT

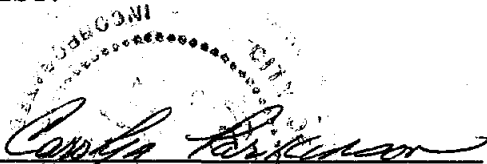
PACKARD

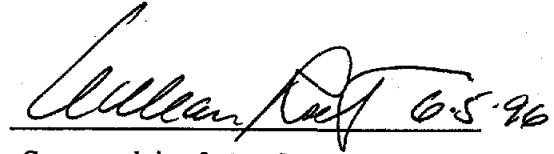
a California corporation

BY:   
ALLEN E. JOHNSON  
City Manager

BY:  6/5/96  
Hewlett-Packard, Roseville  
its: Site General Manager ✓


ATTEST:

BY:   
CAROLYN PARKINSON  
City Clerk

and  
BY:  6.5.96  
Geographical Real Estate  
its: Manager ✓

Fed. ID# \_\_\_\_\_

APPROVED AS TO FORM:

BY:   
MARK J. DOANE  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**STATE OF CALIFORNIA  
COUNTY OF PLACER**

On July 29, 1996, before me, Laura S. Seo, Notary Public, personally appeared Allen E. Johnson personally known to me 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 which the person acted, executed the instrument.

Witness my hand and official seal.



LAURA S. SEO, Notary Public

**Description of Attached Document**

Title or Type of Document: Development Agreement-Hewlett-Packard Company

Document Date: July 29, 1996

Number of pages: 48

2009 0000 1104 1000  
53

CITY OF ROSEVILLE, a  
COMPANY,  
municipal corporation

HEWLETT

PACKARD

a California corporation

*[Handwritten signature]* 3/4/98

BY: *[Signature]*  
ALLEN E. JOHNSON  
City Manager

BY: *[Signature]* 6/5/96  
Hewlett-Packard, Roseville  
its: Site General Manager ✓

ATTEST:

and  
BY: *[Signature]* 6-5-96  
Geographical Real Estate  
its: Manager ✓

BY: *[Signature]*  
CAROLYN PARKINSON  
City Clerk

Fed. ID# \_\_\_\_\_

APPROVED AS TO FORM:

BY: *[Signature]*  
MARK J. DOANE  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: *[Signature]*

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54

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Placer

On 3/4/98 before me, Susan L. Hornbeck, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Larry D. Mitchell (L.D. Mitchell)  
Name(s) of Signer(s)

personally known to me - OR -  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.



WITNESS my hand and official seal.

Susan L. Hornbeck  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Exhibit A  
Property Description

Order No. 90012720

City of Roseville

All that land lying in the County of Placer, City of Roseville, State of California, described as follows:

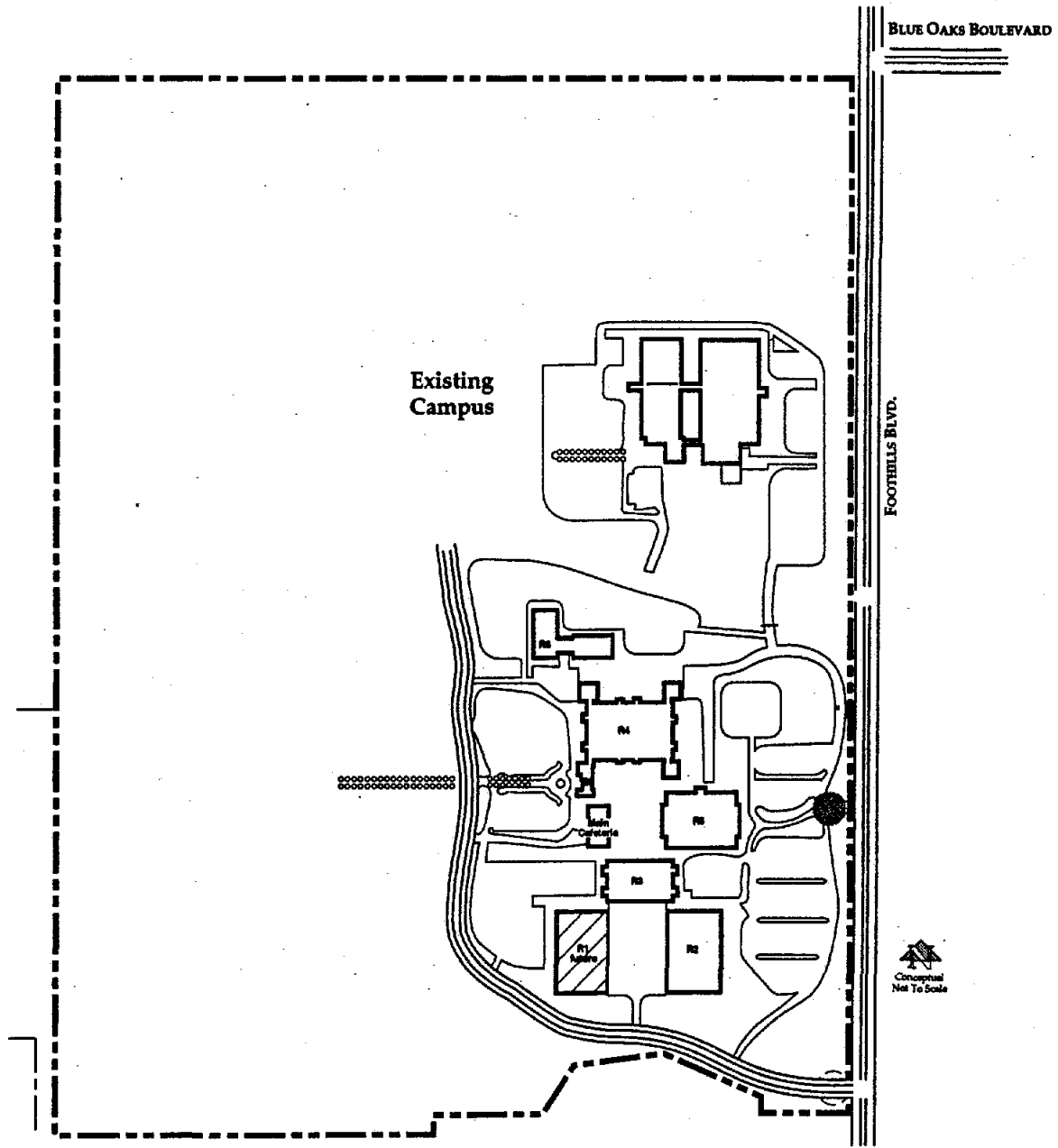
Parcel A of Parcel Map of Sections 20, 21, 28 and 29, Township 11 North, Range 6 East, MDB&M., recorded in Book 15 of Parcel Maps, page 139, Placer County Records.

EXCEPTING THEREFROM that portion of premises granted to the City of Roseville by Deed recorded on May 16, 1989 in Book 3629, page 139, described as follows:

Commencing at a point on the South line of Parcel A of 15 Parcel Maps, page 139, as said Parcel A is shown on that Parcel Map filed in Book 18 of Parcel Maps at page 12, Placer County Records, said point being the Section corner common to Sections 20, 21, 28 and 29; thence along the South line of said Parcel A, North 88 degrees 44 minutes 22 seconds East 3-596.15 feet; thence North 36 degrees 33 minutes 27 seconds East 12.66 feet to the intersection of said South line with the North line of a 20 foot wide PUE as shown on said Parcel Map; thence leaving said South line of Parcel A North 12 degrees 46 minutes 19 seconds East 164.83 feet to the true point of beginning of this description; thence South 71 degrees 40 minutes 53 seconds West 150.00 feet; thence North 18 degrees 19 minutes 07 seconds East 90.00 feet to the true point of beginning.

Exhibit A-1

# Diagram of the Property



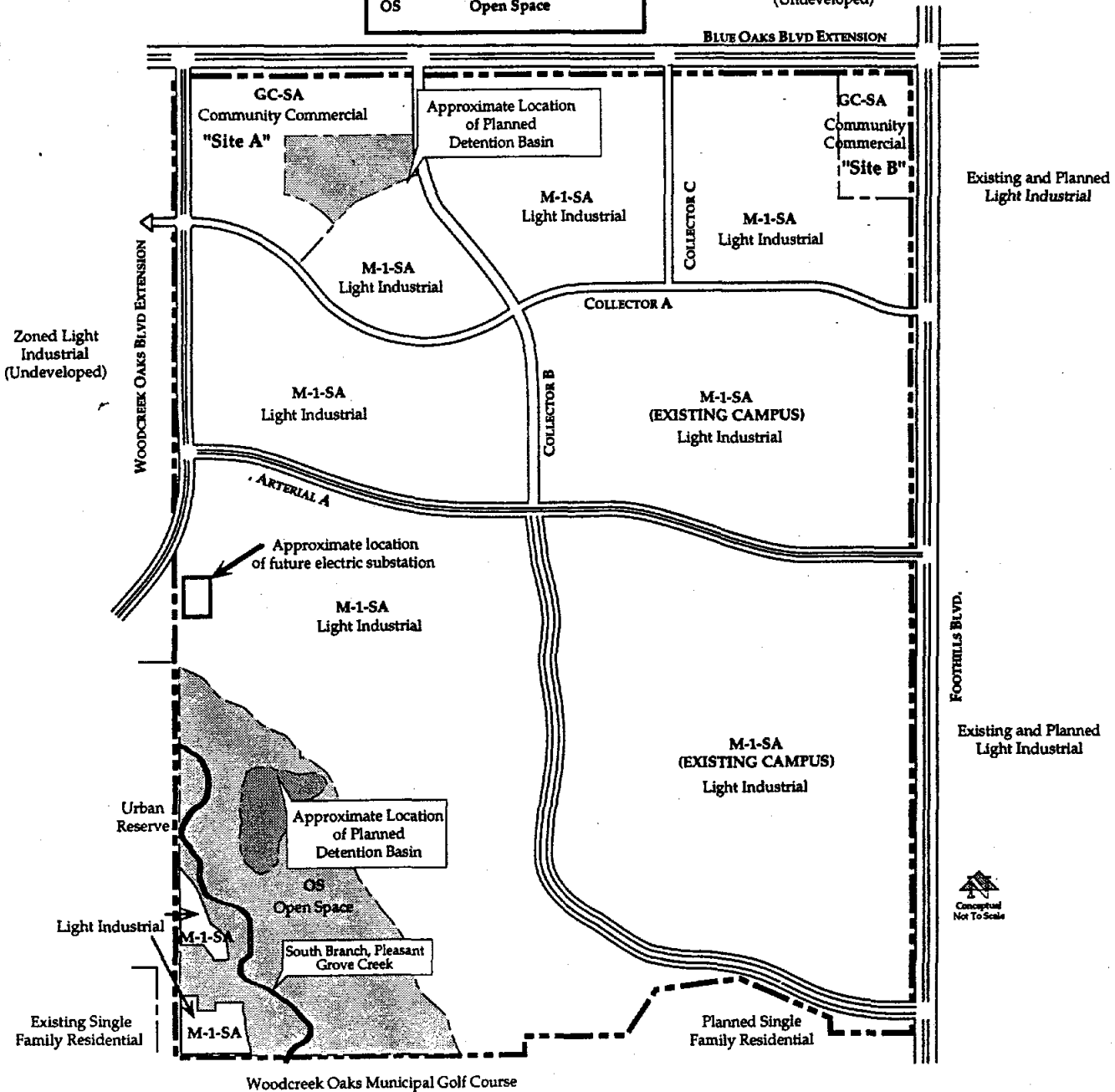
DATE 2000-01-04 2000

Exhibit B

Land Use Map of Property

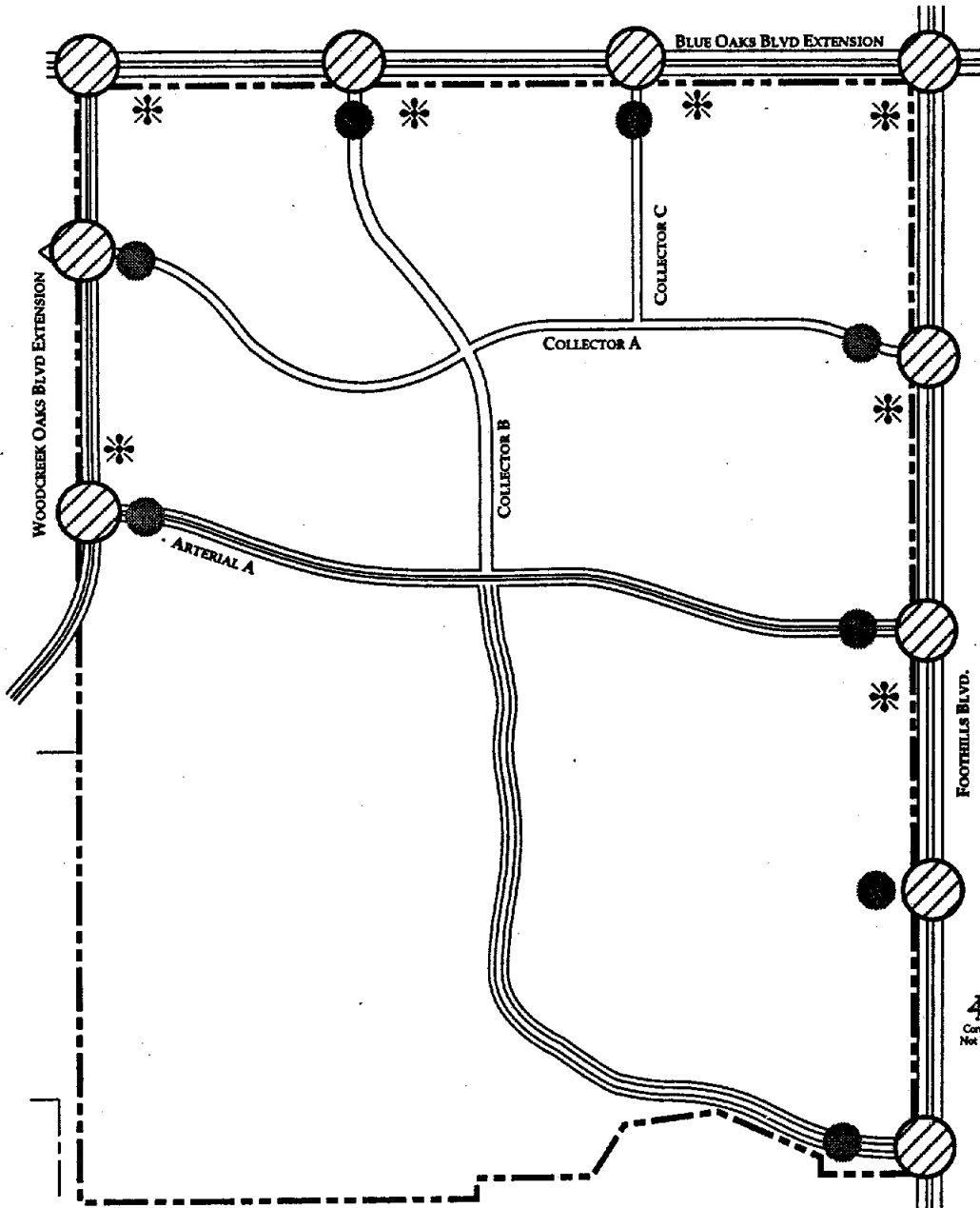
| LEGEND  |                      |
|---------|----------------------|
| Zone    | Land Use             |
| M-1-SA, | Light Industrial     |
| GC-SA   | Community Commercial |
| OS      | Open Space           |

Zoned Light Industrial (Undeveloped)



1998 0000 0000 0000

Exhibit C  
Circulation Map

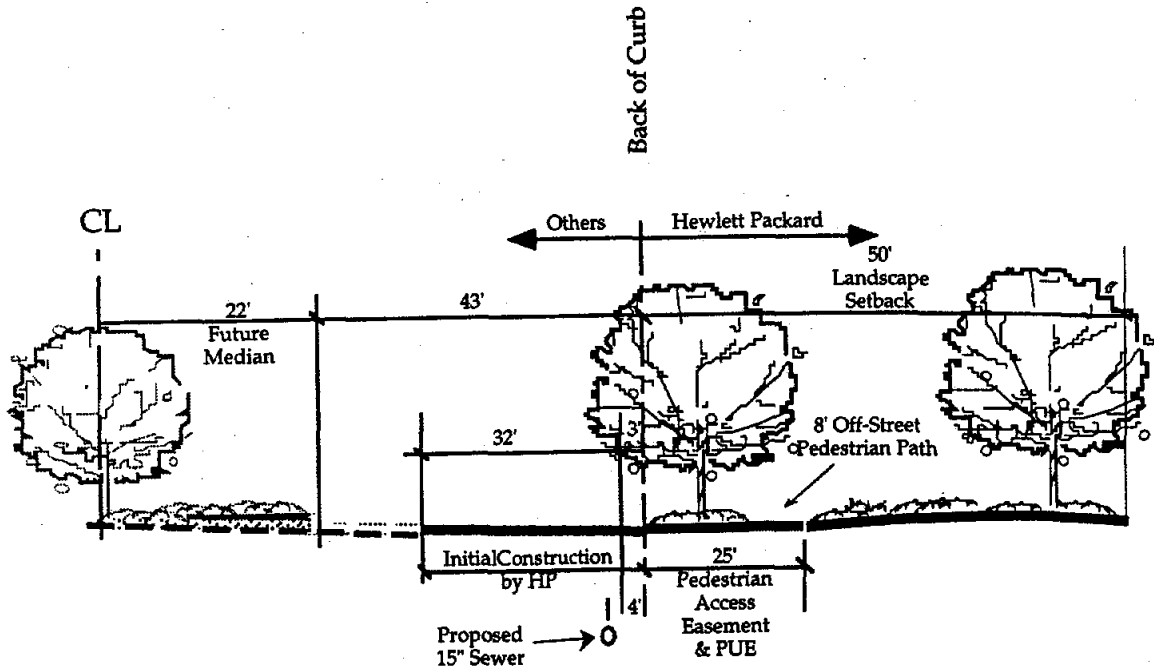


Conceptual  
Not To Scale

| LEGEND                  |   |
|-------------------------|---|
| Bus Turnout             | * |
| Security Gate           | ● |
| Signalized Intersection | ⊘ |

Exhibit C-1

Cross Section of Blue Oaks Boulevard



Note: The back of curb may be located up to 25 feet north of the existing H-P property boundary depending on the final design of Blue Oaks Boulevard. In no case will the landscape corridor and setback to buildings be required to be more than 50 feet from the back of curb.

Exhibit C-2

Cross Section of Woodcreek Oaks

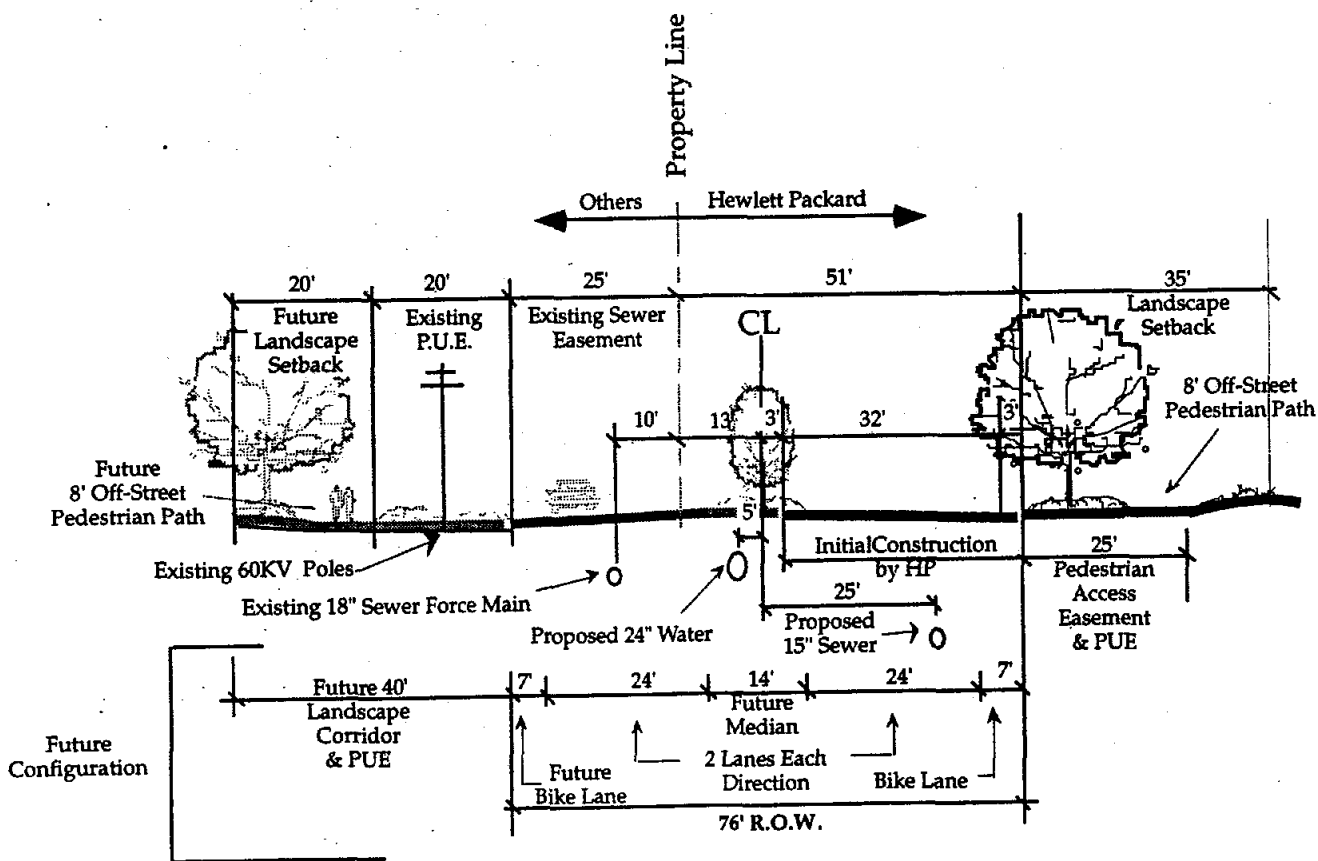


Exhibit D

Substation and Well Site

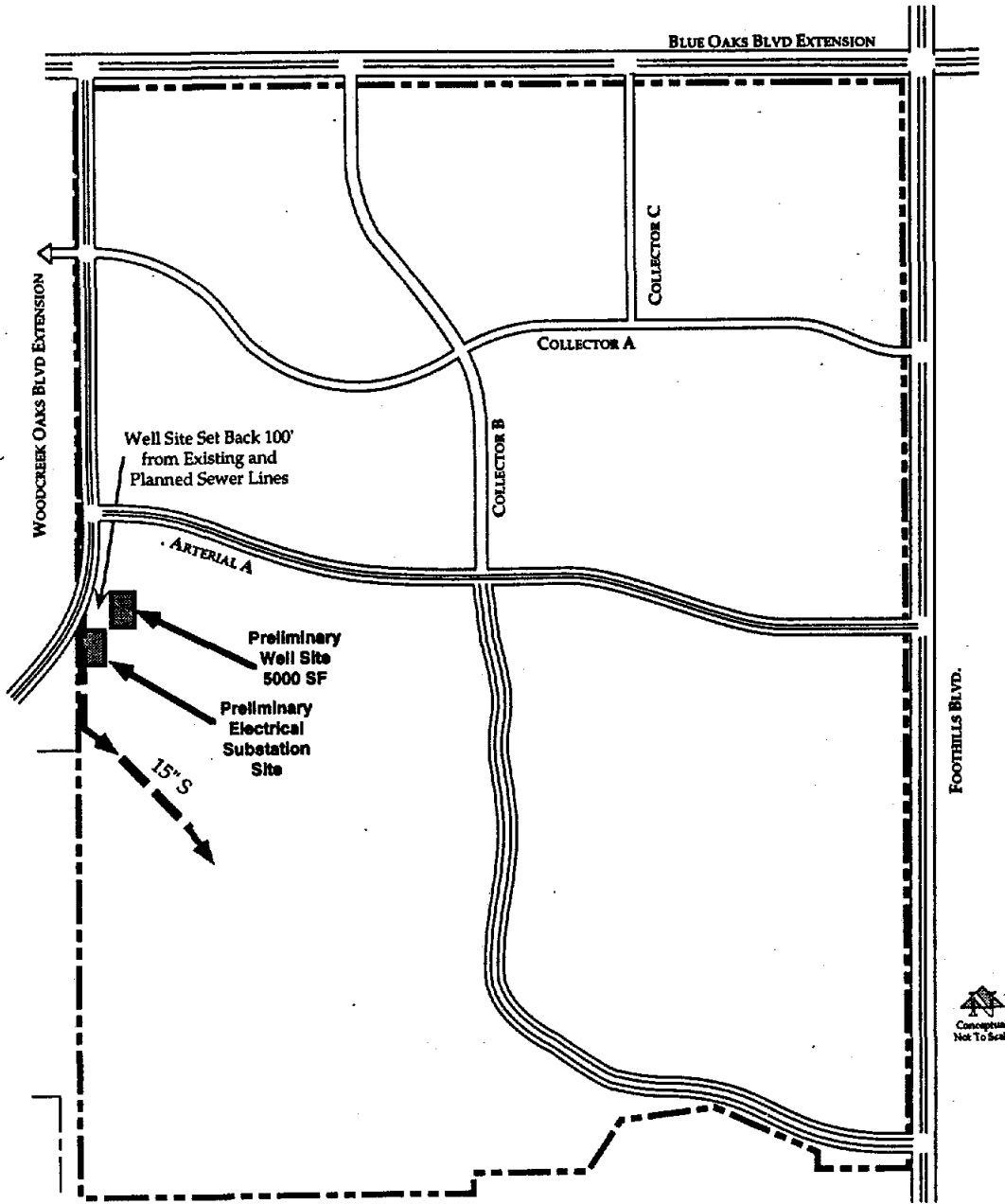
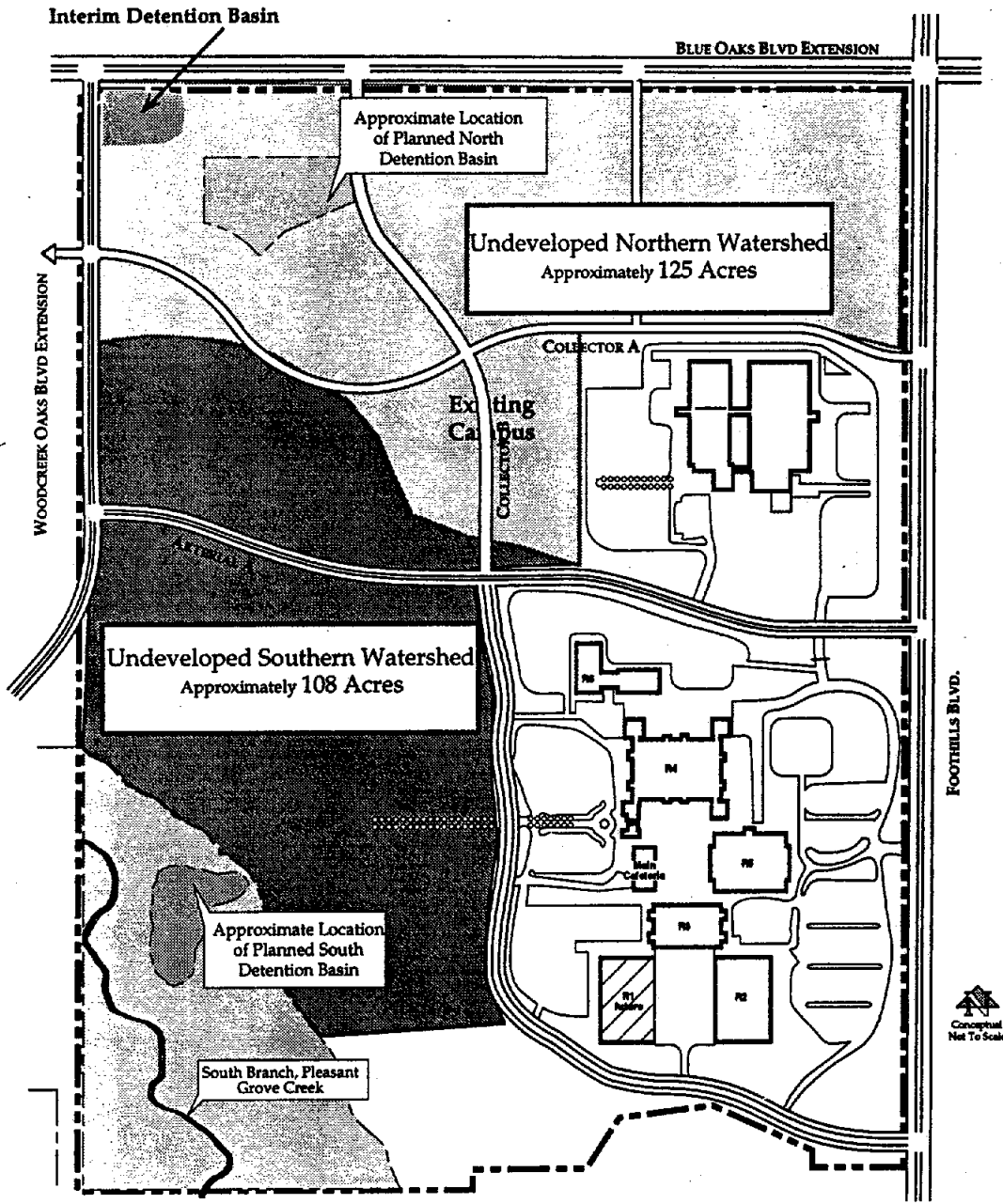


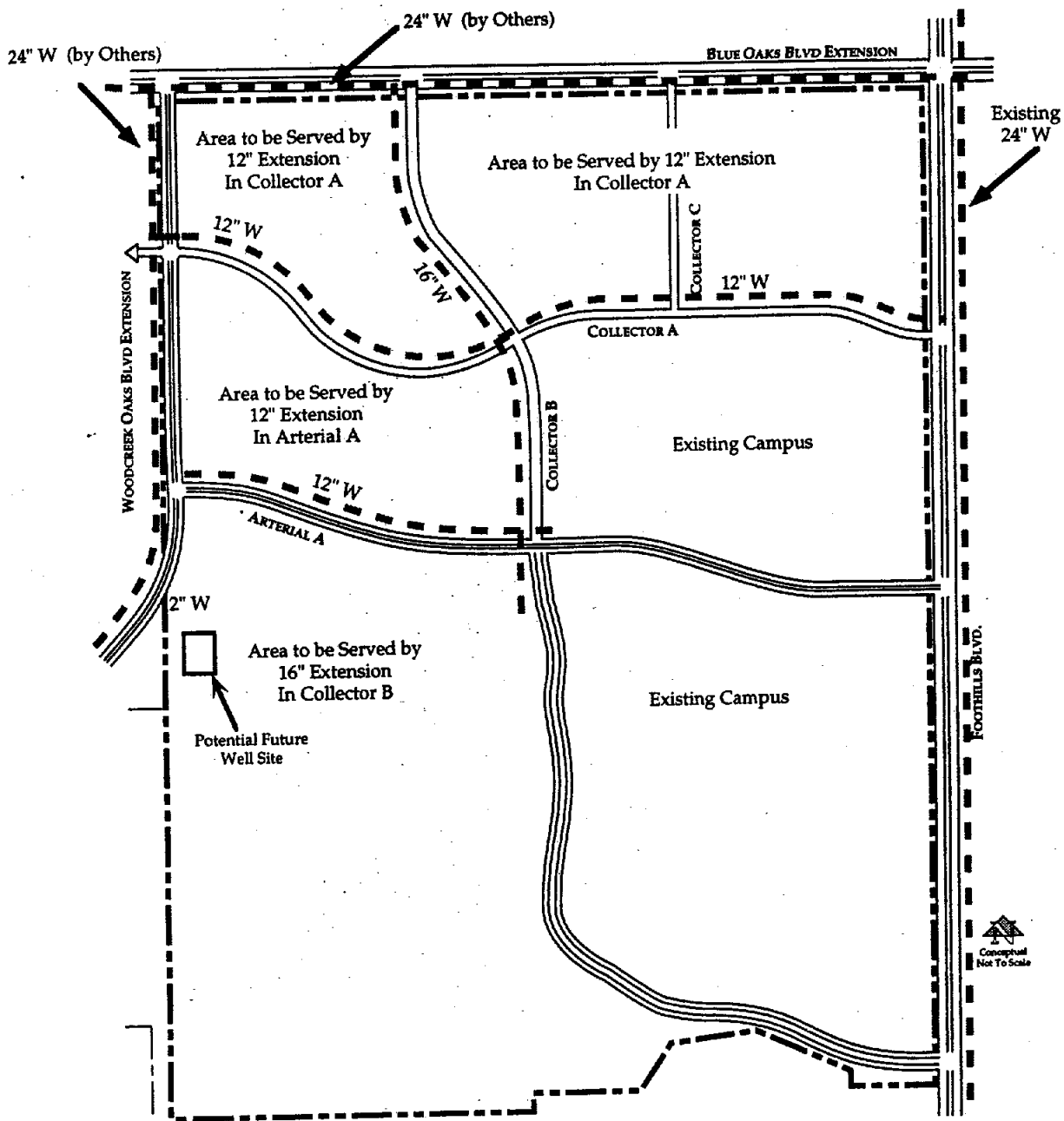
Exhibit E

Detention Basin Locations



2008 0000 0000 0000

Exhibit F  
Water Lines



Conceptual  
Not To Scale

1000 0000 0000 0000

Exhibit G

Sewer Lines and Service Areas

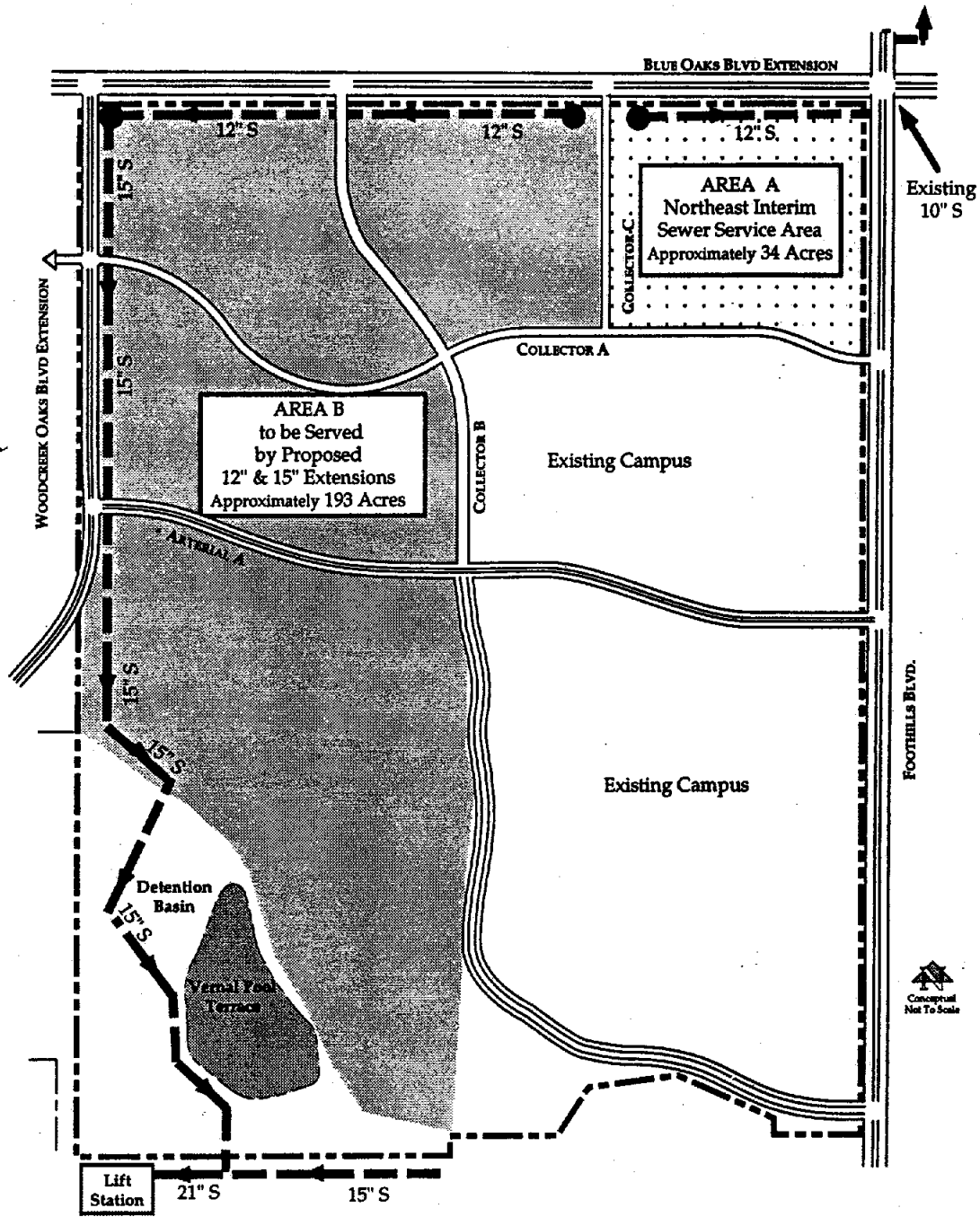
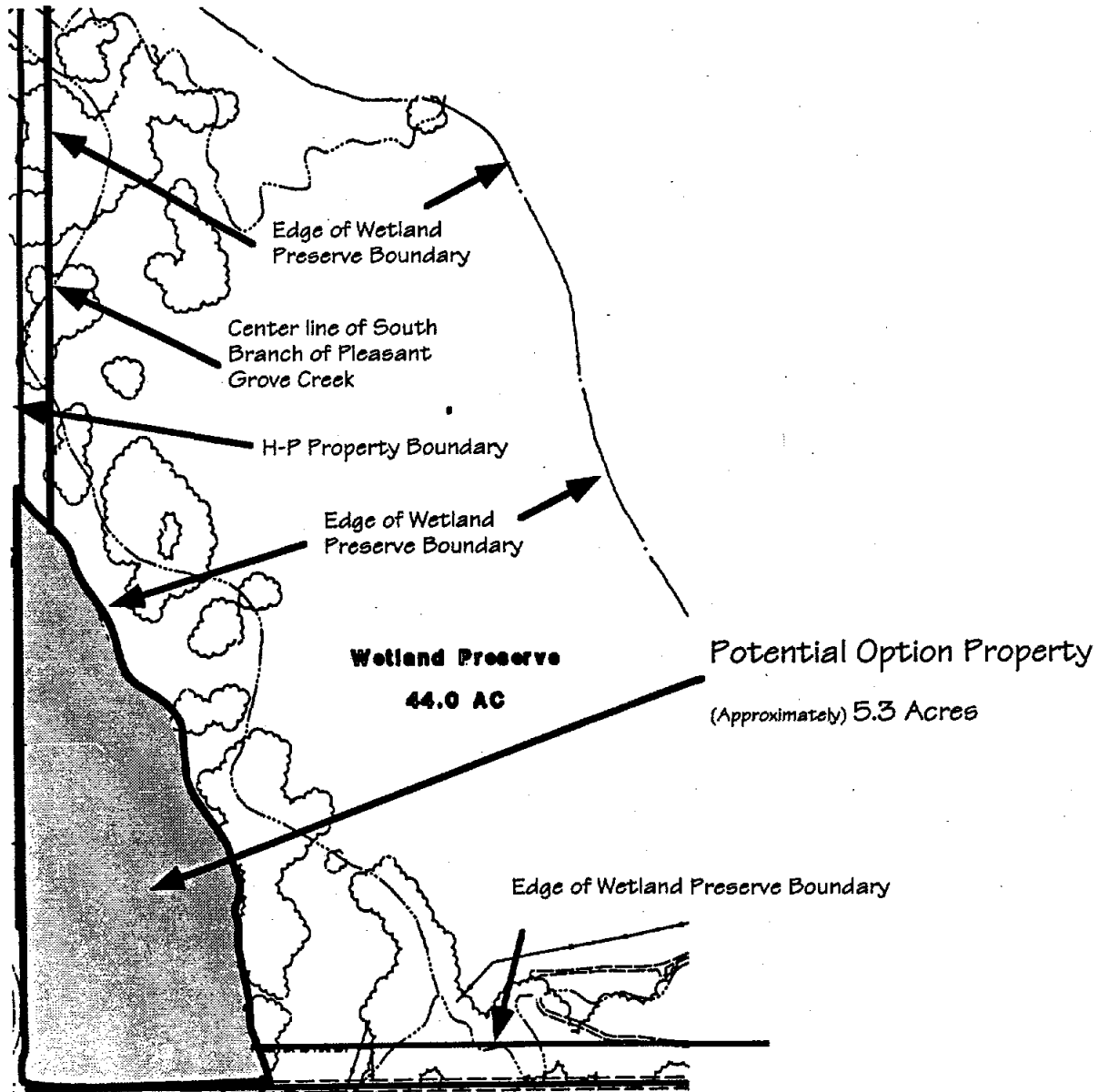


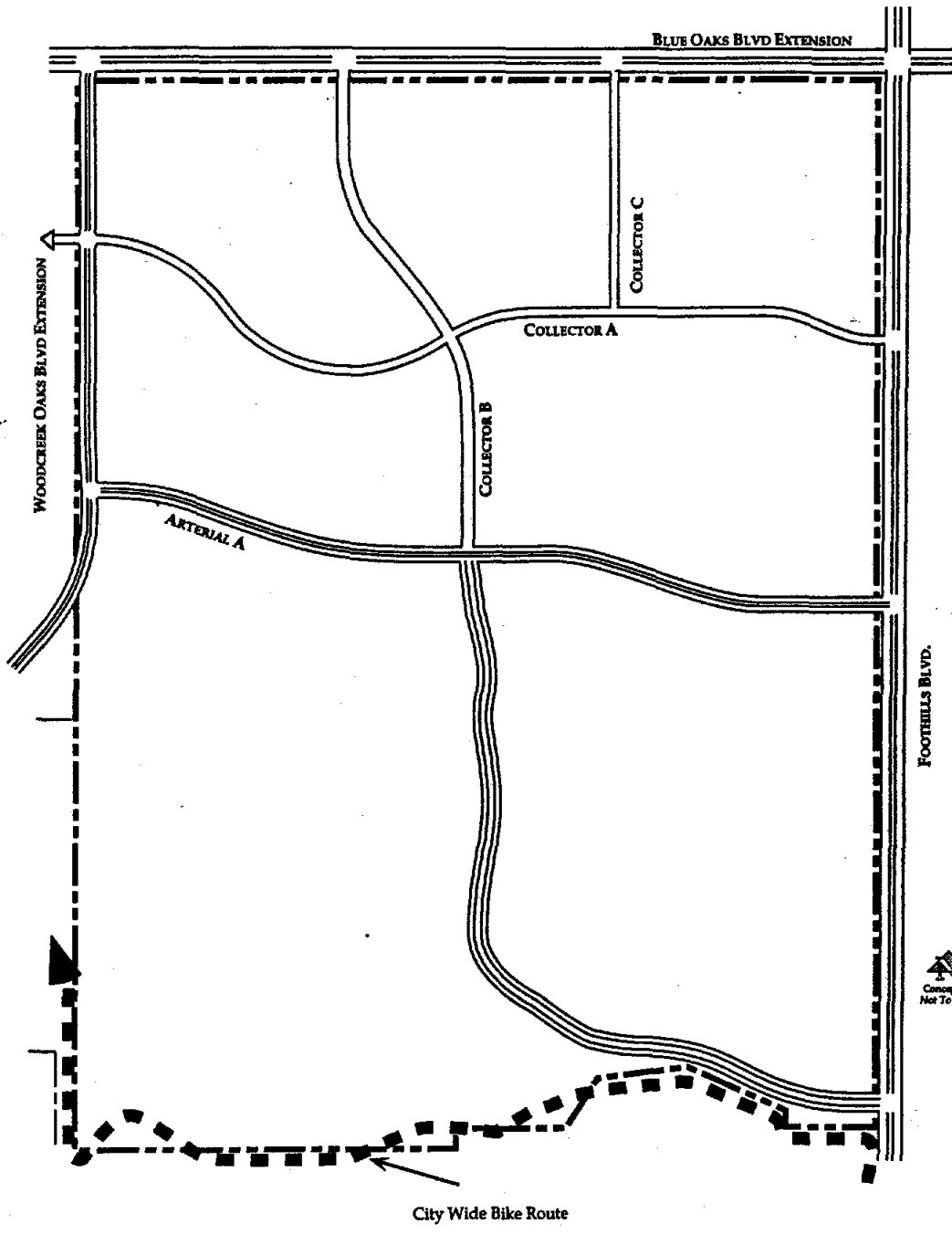
Exhibit H

Option Property



BY JOHN DEW ORY

Exhibit I  
Bike Trail



DATE: 0000 0000 0000

ORDINANCE NO. 3003

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
ADOPTING A DEVELOPMENT AGREEMENT WITH THE HEWLETT-PACKARD  
COMPANY 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 Article 30 of Ordinance No. 802, 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 Development Agreement with the Hewlett-Packard Company.

**SECTION 2.** The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement for the Hewlett-Packard Company and makes the following findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Hewlett-Packard Roseville Master Plan;
2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located;
3. The Development Agreement is in conformity with public convenience, general welfare and good land use practice;
4. The Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
6. The development permitted by the Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Development Agreement.

**SECTION 3.** The Development Agreement by and between the Hewlett-Packard Company and the City of Roseville, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

**SECTION 4.** The City Clerk is directed to record the executed Development Agreement within 10 days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

