RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

City Clerk City of Roseville 2000 Hilltop Circle Roseville, CA 95661



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

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

THIS FIRST AMENDMENT is entered into this 23rd day of May by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and HEWLETT-PACKARD COMPANY, a Delaware corporation ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

- On August 1, 1996, the City and Landowner entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Hewlett-Packard Relative to the Roseville Master Plan" (hereinafter the "Development Agreement"). The Development Agreement was recorded in the Official Records of Placer County on August 16. 1996, as Instrument No. 960047544 and re-recorded on March 25, 1998 as Instrument No. 980019739. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.
- Landowner has transferred to another landowner a portion of the Property, which В. portion consists of approximately .17 acres and is described in Lot Line Adjustment No. 99-10 approved on July 21, 1999 and recorded on May 26, 2000 (the "Transferred Property"). As part of the Master Plan Amendments described below, the Transferred Property is being excluded from the project site. Accordingly, the parties intend that the Transferred Property no longer be subject to the Development Agreement with Landowner and desire to amend the description of the Property subject to the Development Agreement consistent therewith.
- The City Council has approved amendments to the Hewlett-Packard Roseville Master Plan, as such amendments were adopted by Resolution No. 01- 97 (the "Master Plan Amendments").
- This amendment (the "Amendment") amends the Development Agreement. It affects the real property described in Exhibits "A" attached to this Amendment and shall run with the land.

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CITY OF ROSEVILLE

E. The City Council has found and determined that this amendment (the "Amendment") of the Development Agreement is consistent with the General Plan and the Hewlett-Packard Roseville Master Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. <u>Amendment of Development Agreement</u>. The following sections of the Development Agreement are hereby amended as follows:
- A. Revised Recital 2 (Property). The description of the "Property" which is the subject of the Development Agreement is hereby amended to delete the Transferred Property and shall instead refer to the real property described in Revised Exhibit "A" attached to this amendment. Accordingly, the Development Agreement shall no longer be binding upon or effect the Transferred Property.
- B. Revised Section 2.2 (Vested Entitlements). The approximate land use acreages set forth in Section 2.2 of the Development Agreement are revised to read as follows:

Light Industrial:

451.8 acres

Open Space:

45.9 acres.

Revised Exhibit "B" showing the location of these land uses is attached hereto and replaces the prior Exhibit "B" for the Development Agreement.

- C. Revised Section 3.4.1 (Master Drainage Impact Study). Section 3.4.1 is hereby revised in its entirety to read as follows:
 - 3.4.1 Drainage Impact Studies. Prior to the approval of improvements for each new building to be constructed within the Northern Watershed (as such Watershed is described in Section 3.4.4 below), Landowner shall prepare a separate Drainage Impact Study. The Drainage Impact Study shall evaluate the size and location of all necessary on-site drainage facilities required for the conveyance of on-site storm water. Each Drainage Impact Study shall quantify the cumulative effect of all the development within the Northern Watershed and shall demonstrate that the existing temporary drainage basin has available capacity to adequately detain the additional storm water run-off associated with the "new" development to pre-project discharge rates. At such time as when the existing temporary drainage basin reaches capacity and is inadequate to provide proper storm water detention, the permanent drainage basin shall be built concurrently with any new construction activities within the Northern Watershed. The drainage impact studies shall be accompanied with all supporting technical information and calculations and shall be completed to the satisfaction of the City Engineer.

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Prior to approval of improvements for the first new building to be constructed after execution of this Amendment within the Undeveloped Southern Watershed (as such watershed is described in Section 3.4.4 below), Landowner shall prepare a Master Drainage Impact Study for the on-site drainage facilities for the Watershed to the satisfaction of the Public Works Director/City Engineer. The Drainage Impact Study shall identify the size and location of the major drainage facilities proposed for the Undeveloped Southern Watershed within the Property relative to drainage impacts, and shall be accompanied by all supporting technical information and calculations.

- **D.** Revised Section 3.4.4 (Detention Basins). Section 3.4.4 is hereby revised in its entirety to read as follows:
 - 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 north portion of the property between Collector B and Collector C 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 drainage impact studies.

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. LANDOWNER may develop the Undeveloped Northern Watershed relying on the Temporary Basin until such time as the Temporary Basin is no longer adequate to serve the drainage needs of the Undeveloped

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Northern Watershed, based upon the studies provided as required by section 3.4.1. At which time, 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.

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 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.

- E. Revised Section 3.6.2 (Phasing of On-Site Sewer Lines/Interim Connections). Due to the deletion of the proposed 15" sewer lines along the western boundary of the Property and the installation of the 36"/42" sewer line along the western boundary of the Property, Section 3.6.2 is revised in its entirety to read as follows:
 - 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, as depicted, will be sewered by the existing 10" sanitary sewer located in Foothills Boulevard. Development of any portion of the remaining Property which cannot connect sewer directly into existing 36"/42" sewer lines along Woodcreek Oaks Boulevard will require construction of the additional 12" sewer line along Blue Oaks Boulevard to connect to the existing sewer lines located along the western boundary of the Property, as shown on Exhibit "G". 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 the 12" sewer line to connect to the existing 36"/42" sewer line along the west boundary of the Property as shown on Exhibit G 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. CITY's demand that LANDOWNER install the 12" sewer line shall be delivered to LANDOWNER in writing on or before August 1 of the calendar year in which such demand is made. Upon receipt of such demand, LANDOWNER shall use its best efforts to complete the design and construction of such lines by December 31 of the following calendar year, 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.

- F. Added Section 3.17 (Reclaimed Water). The following section shall be added to the Development Agreement:
 - 3.17 Use of Recycled (aka Reclaimed) Water. Landowner shall actively pursue the use of recycled water for the purpose of landscape irrigation for all new projects proposed within the property. The requirement to actively pursue the use of recycled water shall not itself obligate Landowner to use recycled water for such purposes. Landowner in its sole discretion shall determine whether the use of recycled water constitutes a sound business decision given all economic factors Landowner must consider in making said decision. In the event Landowner decides to use recycled water, City and Landowner agree that Landowner shall use recycled water for irrigation, and Landowner agrees to pay for the costs of connecting to and extending City recycled water lines as required to irrigate landscaping for new projects. All other recycled water uses as may be desired by Landowner shall be reviewed and approved by the Environmental Utilities Director.
 - 3.17.1 Should Landowner decide to use recycled water:

- 3.17.1.A City of Roseville shall be responsible for preparation and approval of a recycled water engineering report on behalf of Landowner for submission to appropriate state agencies. Landowner shall cooperate with City to provide information necessary to prepare said report. Information shall consist of plans for use of recycled water, or other pertinent data developed by Landowner that will provide the information for said report. Landowner shall provide timely and complete information to allow the City to efficiently prepare said report.
- 3.17.1.B In connection with the use of recycled water, Landowner shall also be responsible for obtaining any and all ancillary necessary permits prior to actual use of recycled water and for the payment of all City fees and charges related thereto. Ancillary permits may include, but not be limited to: tree permits, environmental permits (e.g. 401, 404) and encroachment permits. A connection fee for recycled water is not required.
- 3.17.1.C Provided the foregoing requirements are satisfied, City shall make recycled water available to Landowner at user charges specified in the Roseville Municipal Code (RMC) in amounts reasonably required (based on mutual discussion and agreement) for the use(s) proposed therefore and shall charge Landowner the same rate or rates as charged to any other private user(s) of recycled water within the City. Currently, recycled water is charged at a price equal to fifty (50) percent of the charge for potable water. (See RMC 14.17.080.C.)
- 3.17.2 Improvement Standards. All recycled water improvements shall be designed and constructed pursuant to the 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 such improvements.
- G. Revised Section 10 (Notices). The notice address for Landowner in Section 10 is hereby revised to read as follows:

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

"Mr. Gordon King Hewlett-Packard Company 8000 Foothills Boulevard, MS 5696 Roseville, CA 95747

"with copy to:

"Mr. Frank Pedraza Hewlett-Packard Company P.O. Box 10301, MS 20BQ Palo Alto, CA 94303-0890"

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

Revised Exhibit "A"		Description of the Property
Revised Exhibit "A-1"	_	Diagram of the Property
Revised Exhibit "B"		Land Use Map of the Property
Revised Exhibit "C"		Circulation Map
Revised Exhibit "D"		Substation and Well Site
Revised Exhibit "E"		Detention Basin Locations
Revised Exhibit "F"		Water Lines
Revised Exhibit "G"		Sewer Lines and Service Areas
Revised Exhibit "I"		Bike Trail

- 3. Consistency with General Plan. The City hereby finds and determines that execution of this Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.
- 4. <u>Amendment</u>. This Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein.
- 5. Form of Amendment. This Amendment is executed in two duplicated originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. 3655 ____, adopted by the Council of the City of Roseville on the 4th day of __april ____, 2001, and Landowner has caused this Amendment to be executed.

CITY OF ROSEVILLE, a municipal corporation

HEWLETT-PACKARD COMPANY,

a Delaware corporation

W. Craig Robinson, Asst. City Manager

for: Allen E. Johnson City Manager

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10/2/00

ATTEST:

ACTEST:

By:

Carolyn Parkinson
City Clerk

APPROVED AS TO FORM:

[ALL SIGNATURES MUST BE NOTARIZED]

Mark J. Doane City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California			
ss.			
County of SANTA CLARA			
On MARCH 13,2001, before me, VALYNN VALANDANI, NOTAEK PUBLIC Name and Title of Officer (e.g., "Jane Doe, Notary Public")			
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")			
personally appeared CHARLES N. CHARUAS			
Name(s) of Signer(s)			
✓ personally known to me □ proved to me on the basis of satisfactory evidence to be the person(e) 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(e) on the instrument the person(s), or the entity upon behalf of which the person(e) acted, executed the instrument. VALYNN VALANDANI Commission # 12/3761 Notory Public - California Santa Clora County			
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(e) on the instrument the person(s), or			
the entity upon behalf of which the person(e)			
acted, executed the instrument.			
Commission # 1273761 W/TNESS my hand and afficial acal			
Notary Public - California WITNESS my hand and official seal.			
Santa Clara County My Comm. Biplies Aug 13, 2004 Value Value Value			
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: First Amendment of Hevelopment by and he tween the	· ()(
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Document Date: <u>Uarch 3, 2公」</u> Number of Pages:			
Signer(s) Other Than Named Above:			
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Capacity(ies) Claimed by Signer			
Signer's Name:			
☐ Individual Top of thumb here			
□ Corporate Officer — Title(s): □ Partner — □ Limited □ General			
☐ Attorney in Fact			
☐ Trustee			
☐ Guardian or Conservator			
□ Other:			
Signer le Depresenting			
Capacity(ies) Claimed by Signer Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:			

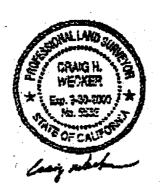
STATE OF CALIFORNIA) : ss. COUNTY OF PLACER)
On this 23rd day of May in the year of 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Craig Robinson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names is/are 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. WITNESS my hand and official seal. Commission # 1276954 Notary Public - Collifornia Flocer County My Comm. Expres Mcr 12, 2005
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:
Title or Type of DocumentFirst Amendment of Development Agreement by and Between the City of Roseville and Hewlett-Packard Relative to the Roseville Master Plan Date of DocumentMay 23, 2001

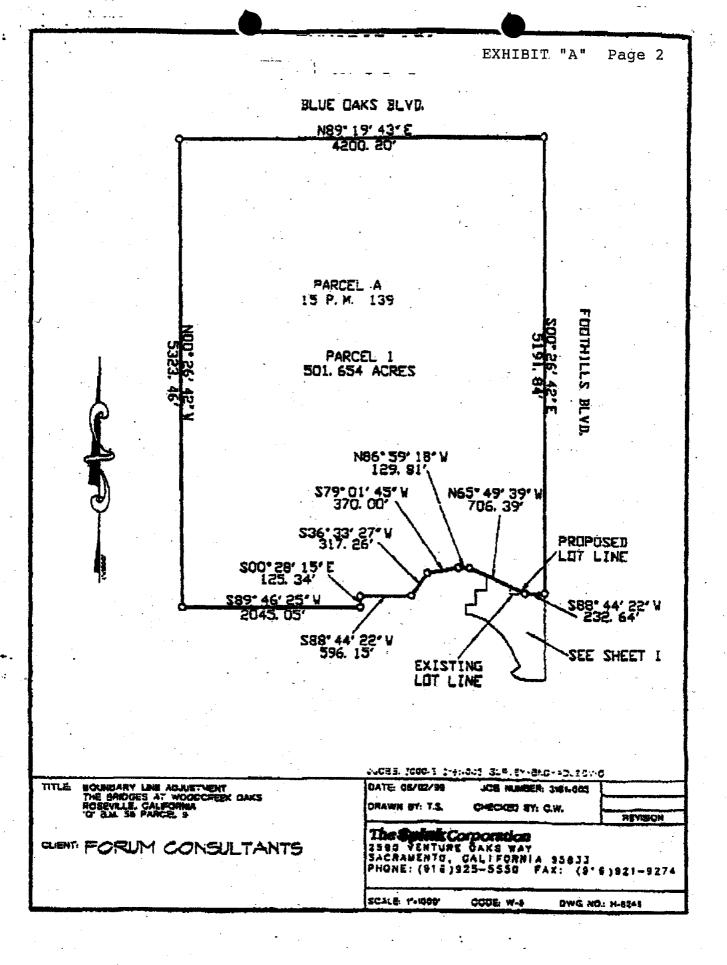
Acknowledgment - All Purpose

PARCEL 1

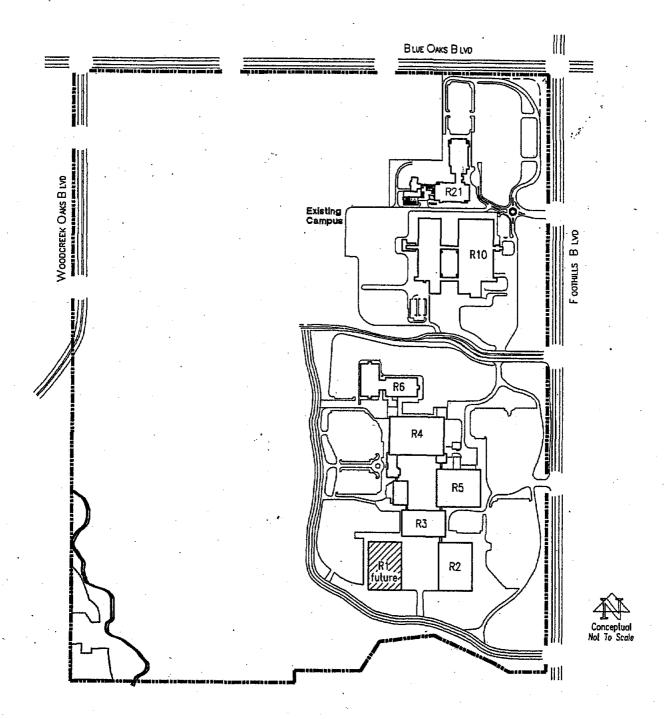
A PORTION OF PARCEL "A", AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP IN SECTIONS 20,21,28,829, T.11N., R.SE., M.D.M.", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF PLACER, IN BOOK 15 OF PARCEL MAPS, MAP NO. 139, DESCRIBED AS FOLLOWS:

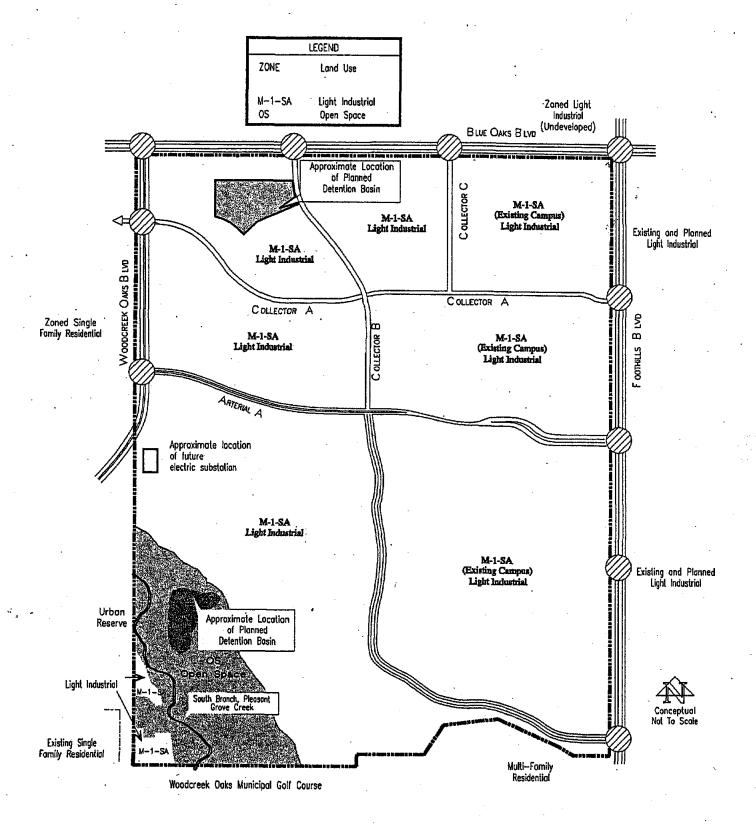
BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A" THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL "A" SOUTH 88°44'22" WEST 232.64 FEET; THENCE NORTH 65°49'39" WEST 706.39 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID PARCEL "A" THENCE ALONG THE BOUNDARY OF SAID PARCEL "A" THE FOLLOWING EIGHT (8) COURSES: (1) NORTH 86°59'18" 129.81 FEET, (2) SOUTH 79°01'45" WEST 370.00 FEET, (3) SOUTH 36°33'27" WEST 317.26 FEET, (4) SOUTH 88°44'22" WEST 596.15 FEET, SOUTH 00°28'15" 125.34 FEET, (5) SOUTH 89°46'25" WEST 2045.05 FEET, (6) NORTH 00°26'42" WEST 5323.46 FEET, (7) NORTH 89°19'43" EAST 4200.20 FEET, AND (8) SOUTH 00°26'42" EAST 5191.84 FEET TO THE POINT OF BEGINNING. CONTAINS 501.656 ACRES MORE OR LESS.

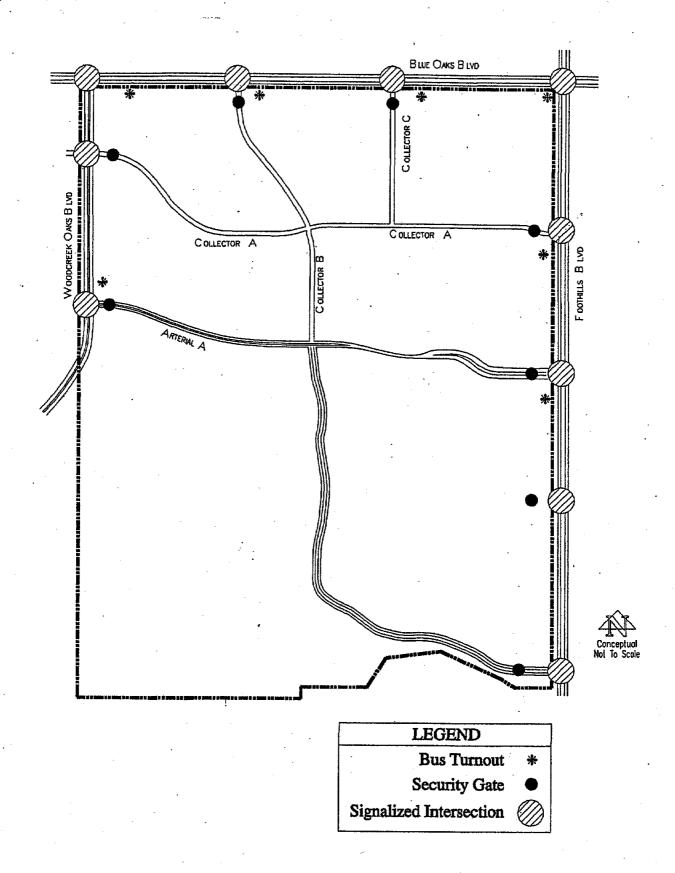


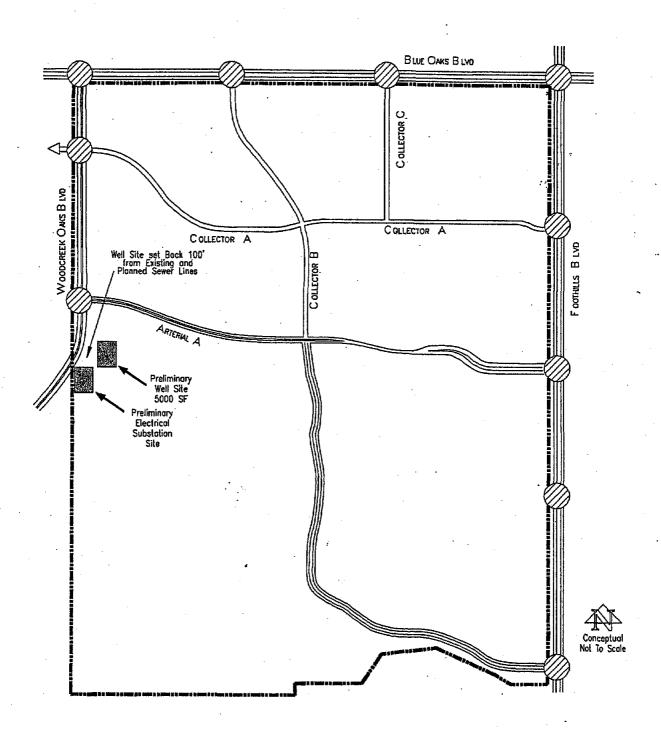


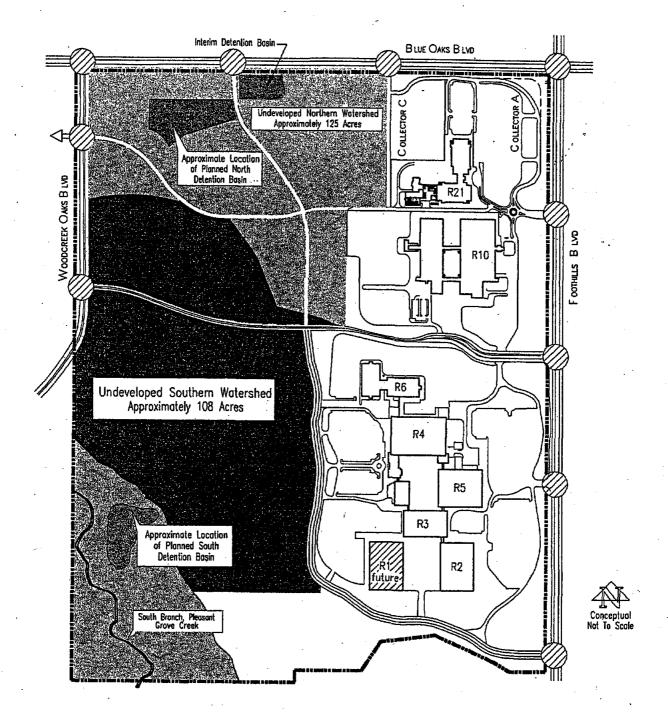
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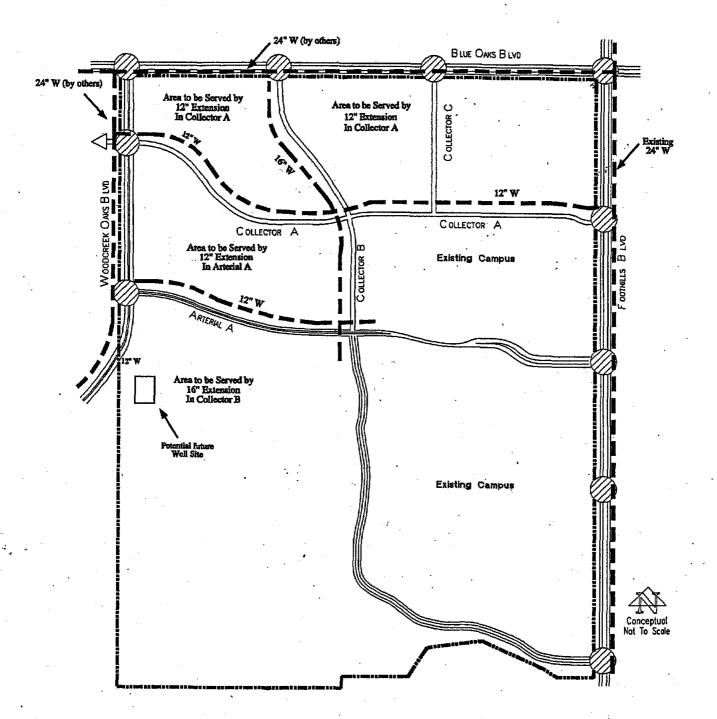


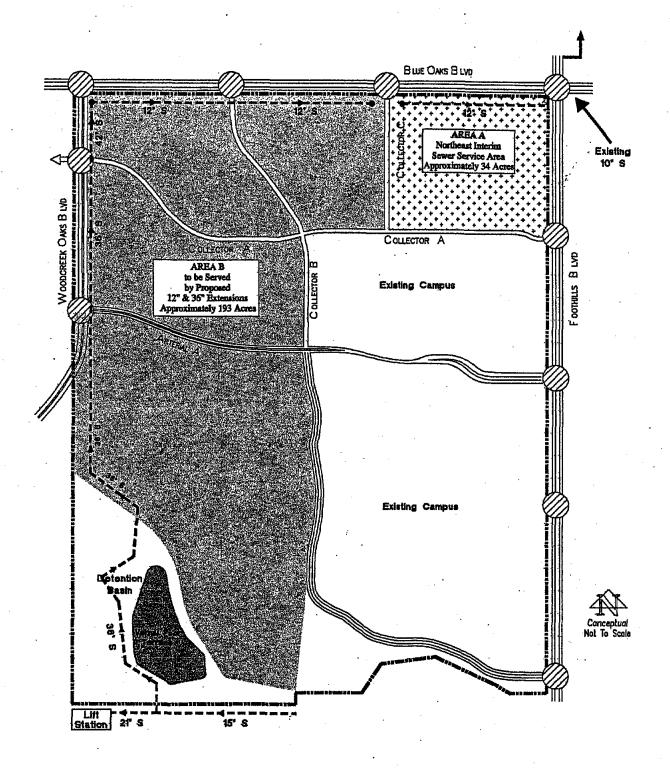


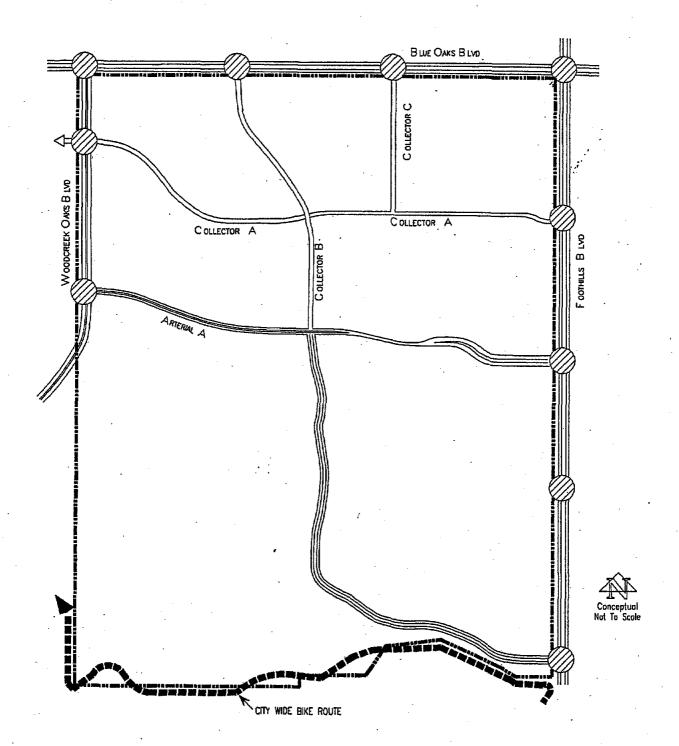












ORDINANCE NO. 3655

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
REGARDING HEWLETT-PACKARD ROSEVILLE MASTER PLAN
AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

- SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a first Amendment to Development Agreement with Hewlett-Packard Company.
- SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the First Amendment to the Development Agreement, and makes the following findings:
- 1. The Amendment to Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan;
- 2. The Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
- 3. The Amendment to Development Agreement is in conformance with the public healthy, safety and welfare;
- 4. The Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
- 5. The Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Agreement.
- SECTION 3. The Amendment to Development Agreement by and between Hewlett-Packard Company and the City of Roseville, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.
- SECTION 4. The City Clerk is directed to record the executed Amendment to Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.
- SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

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SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 4th day of April , 2001, by the following vote on roll call:

AYES

COUNCILMEMBERS:

Earl Rush, Richard Roccucci, Gina Garbolino, Rocky Rockholm

Claudia Gamar

NOES

COUNCILMEMBERS:

None

ABSENT

COUNCILMEMBERS:

None

MAYOR

ATTEST:

The following suffrement is a correct copy of the

ATTEST

DEPUTY OZERK

20 0rd 3655 PS 2