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

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SIXTH AMENDMENT OF THE  
DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF ROSEVILLE AND QUALITY INVESTMENT PROPERTIES ROSEVILLE,  
LLC, QUALITY INVESTMENT PROPERTIES ROSEVILLE II, LLC, AND QUALITY  
INVESTMENT PROPERTIES ROSEVILLE LAND COMPANY, LLC RELATIVE TO THE  
ROSEVILLE MASTER PLAN FOR PARCEL 3

THIS SIXTH AMENDMENT OF THE DEVELOPMENT AGREEMENT FOR  
PARCEL 3 (the "Sixth Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and QUALITY  
INVESTMENT PROPERTIES ROSEVILLE, LLC, a Delaware limited liability company,  
QUALITY INVESTMENT PROPERTIES ROSEVILLE II, LLC, a Delaware limited liability  
company, and QUALITY INVESTMENT PROPERTIES ROSEVILLE LAND COMPANY,  
LLC, a Delaware limited liability company (collectively "LANDOWNER"), pursuant to the  
authority of Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. Property (Parcel 3). The subject of this Sixth Amendment is the development of  
a portion of the overall Master Plan property known as Parcel 3 and further subdivided on \_\_\_\_\_.  
Parcel 3 consists of approximately 59.2 acres and is described in Revised Exhibit A and  
depicted in Revised Exhibit A-1 attached hereto. Quality Investment Properties Roseville, LLC  
– a Delaware limited liability company owns 27.5 acres; Quality Investment Properties  
Roseville II, LLC – a Delaware limited liability company owns 13.3 acres; Quality Investment  
Properties Roseville Land Company, LLC – a Delaware limited liability company owns 18.4  
acres. LANDOWNER hereby represents that, as to Parcel 3, LANDOWNER owns such  
Property in fee and that all other persons holding legal or equitable interests in such Parcel shall  
be bound by this Sixth Amendment. As to this Sixth Amendment, "Property" shall mean Parcel  
3 as described above.

B. Development Agreement. On August 1, 1996, the CITY and Hewlett-Packard  
entered into that certain agreement entitled "Development Agreement By and Between The City

of Roseville and Hewlett-Packard Company Relative to the Roseville Master Plan" (the "Original Development Agreement"). The Original Development Agreement was recorded in the Official Records of Placer County on August 16, 1996, as Instrument No. 96-0047544 and re-recorded on March 25, 1998 as Instrument No. 98-0019739.

C. First Amendment of Development Agreement. On May 23, 2001, the CITY and Hewlett-Packard entered into that certain agreement entitled "First Amendment of Development Agreement By and Between The City of Roseville and Hewlett-Packard Relative to the Roseville Master Plan" ("First Amendment"). The First Amendment was recorded in the Official Records of Placer County on June 7, 2001, as Instrument No. 2001-0056191. The Original Development Agreement, as amended by the First Amendment, shall be referred to herein as the "Development Agreement." Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement unless otherwise provided herein. All references to "Section" herein, unless otherwise noted, shall mean and refer to the corresponding Section of the Development Agreement.

D. Subdivision of Hewlett-Packard Property. Hewlett-Packard subdivided the Master Plan Property into four Parcels. Subsequent to that time, Hewlett-Packard transferred and/or sold parcels to other landowners. Other landowners with legal interest in the existing Development Agreement are as follows: Hewlett-Packard owns "Parcel 1;" R10 Foothill, LLC owns "Parcel 2;" and BBC Roseville Oaks, LLC, owns the majority of "Parcel 4."

E. Campus Oaks Master Plan. On August 5, 2015, the CITY approved the Hewlett-Packard Campus Oaks Master Plan Amendment that amended the Master Plan for Parcel 1 and Parcel 4. The Hewlett-Packard Campus Oaks Master Plan Amendment does not apply to Parcel 3.

F. Second Amendment of Development Agreement for Parcel 1 and 4. On August 19, 2015, the CITY approved entering into a Second Amendment to the Development Agreement for Parcel 1 and Parcel 4 with Hewlett-Packard and BBC Roseville Oaks LLC. The Second Amendment is not applicable to Parcel 3

G. Third Amendment of Development Agreement for Parcel 1. On August 19, 2015, the CITY approved entering into a Third Amendment to the Development Agreement for Parcel 1 with Hewlett-Packard. The Third Amendment is not applicable to Parcel 3.

H. Fourth Amendment of Development Agreement for Parcel 4. On August 19, 2015, the CITY approved entering into a Fourth Amendment to the Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC. The Fourth Amendment is not applicable to Parcel 3.

I. Fifth Amendment of Development Agreement for Parcel 4. On September 7, 2016, the CITY approved entering into a Fifth Amendment to the Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC. The Fifth Amendment is not applicable to Parcel 3.

J. Purpose of Sixth Amendment. LANDOWNER and CITY desire to amend the Development Agreement to facilitate the development of the Property by clearly establishing and confirming the existing vested entitlements under the Development Agreement allocated to

Parcel 3. This Agreement amends and restates the specific vested rights pertaining to Parcel 3. This Sixth Amendment is not applicable to Parcels 1, 2, and 4. LANDOWNER and CITY also desire to extend the term of the Development Agreement, all in substantial conformance with the intent and basic provisions of the Hewlett-Packard Roseville Master Plan, as adopted by Resolution No. 96-203, amended by Resolution No. 01-97.

K. 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 Parcel 3 which is the subject of the development project application. In addition to this statutory authorization, Section 1.4 of the Development Agreement allows for the amendment of said Development Agreement.

L. Planning Commission Hearing. On \_\_\_\_\_, 2017, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed public hearing, considered this Sixth Amendment to the Development Agreement and recommended that the City Council approve this Sixth Amendment.

M. Environmental Review. 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"). Feasible mitigation measures were identified in the Plan EIR and were adopted and incorporated into the Master Plan and made terms and conditions of the existing Development Agreement. On August 5, 2015, the City Council adopted an Addendum to the Plan EIR (the "Addendum"). On August 17, 2016, the City Council adopted a second Addendum to the Plan EIR (the "2<sup>nd</sup> Addendum"). On \_\_\_\_\_, 2017, the City Council, in Ordinance \_\_\_\_\_ found, based on substantial evidence, that this Sixth Amendment of the Development Agreement does not result in any changes to the Entitlements that would result in any physical changes to the environment or changes to environmental impacts from those previously considered in connection with the approval of the existing Development Agreement through the Fifth Amendment; therefore, no further environmental review relating to the adoption of this Sixth Amendment is required.

N. Development Agreement Ordinance. CITY and LANDOWNER have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Chapter 19.84 of the Roseville Municipal Code. This Agreement, to the extent it amends and affects the terms of the Development Agreement for Parcel 3, is consistent with and authorized by the amendment provisions of Section 1.4 of the Development Agreement.

O. 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. In particular, the CITY finds that all amendments herein related to the

implementation of the Master Plan, including the allocation of Intensity Thresholds are consistent with the intent and basic provisions of the Master Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Amendment of Development Agreement. The following sections of the Development Agreement are hereby amended with respect to development of Parcel 3 as follows:

A. Revised Recitals (Property). The description of the "Property" which is the subject of the Sixth Amendment of the Development Agreement is hereby acknowledged to refer to Parcel 3 as depicted in **Revised Exhibit A-1** attached to this Sixth Amendment.

B. Extended Term. For purposes of Section 1.3, CITY and LANDOWNER hereby agree to extend the term of the Development Agreement to and through December 31, 2047, unless the Development Agreement is terminated, modified or extended by circumstances set forth in the Development Agreement, as amended, or by mutual consent of the parties hereto.

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

“1.4 Subsequent Amendments, New Development Agreements and/or Master Plan Amendments. This Agreement and /or the Master Plan may be replaced and/or amended from time to time as to Parcel 3, or any such parcel or as to any portion thereof, by mutual consent of CITY and a Landowner, including any successor owner of any portion of Parcel 3 subject of such amendment, in accordance with the provisions of the Development Agreement Statute and City Ordinance and as provided for herein. If the proposed amendment or new agreement affects less than all of Parcel 3, then such amendment or new agreement need only be approved by the owner(s) in fee of the portion of such Parcel that is subject to or affected by such amendment or new agreement subject to provisions of this Agreement.

“LANDOWNER may seek to amend this Agreement or adopt a new development agreement for the parcel owned thereby, including changes to the allowable land uses and other terms and provisions of the Master Plan vested hereby applicable to the development and use of such parcel, or any portion thereof, independent of and without the consent of the other Landowners subject to the Development Agreement. LANDOWNER, at its discretion may seek as part of any such amendment or new agreement to amend the Master Plan as applied to the parcel owned thereby or to create its own separate plan for development of its parcel, or any portion thereof, independent of and in place of the Master Plan. However, CITY hereby agrees that any such amendment or new agreement and/or amendment to the Master Plan by a Landowner with respect to the parcel owned thereby shall:

1. Not negatively affect or reduce the development rights allocated to and vested in the Development Agreement for any other Parcel, or any portion thereof, granted pursuant to the Development Agreement, as amended by the Second through Fifth Amendments and this Sixth Amendment, unless otherwise agreed to in writing by the Landowner of the other parcel or property whose allocated development rights are proposed to be affected or reduced thereby pursuant to a corresponding, concurrently approved amendment or new agreement and/or amendment to the Master Plan for such other affected parcel or property; and
2. Not impose any new obligations or conditions upon development of any other Parcel subject to the Development Agreement, or any portion thereof, to mitigate any impacts associated with the amendment, new agreement and/or amendment to the Master Plan for the parcel that is the subject of such amendment, or portion thereof, which impacts shall be fully addressed and/or mitigated through the terms of the amendment, new agreement and/or amendment of the Master Plan applicable to the amending parcel, or the amending portion thereof.”

D. Revised Section 2.2 (Vested Entitlements). Section 2.2 is hereby revised in its entirety to read as follows:

“2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, CITY agrees that CITY is granting and grants herewith, a fully vested entitlement and right to develop Parcel 3 in accordance with the terms and conditions of this Agreement and the Entitlements. CITY acknowledges that the Entitlements include the following land uses for Parcel 3:

Light Industrial: 59.2 acres

as depicted 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 by LANDOWNER as provided for herein. LANDOWNER’s vested right to proceed with development of Parcel 3 shall be subject to the Intensity Thresholds defined in this section below. Such vested rights are also subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of Parcel 3 for the uses and density and intensity of development or rate of timing of development set forth in this Agreement so long as the limitations set forth in the Intensity Thresholds have not been reached for Parcel 3 as described below and further provided that LANDOWNER is not in default under this Agreement.

“For purposes of this Sixth Amendment and development of Parcel 3 pursuant to the Master Plan and all other entitlements that exist at the time this Agreement is executed, the CITY and LANDOWNER hereby agree that the Intensity Thresholds for uses described for Parcel 3 in the Master Plan are allocated to Parcel 3 as follows:

<u>Property</u>	<u>Acreage</u>	<u>Gross Sq. Ft.</u>	<u>Average FAR</u>	<u>Water</u> <i>(Max Daily Demand)</i>	<u>Sewer</u> <i>(Max Daily Flow)</i>	<u>Electric</u> <i>(Peak Annual Demand)1</i>	<u>Traffic</u> <i>(PM Peak Hour Trips)</i>
QIP/Parcel 3	59.2 Light Industrial	900,000	0.35	.35 mgd	.24 mgd	6.06 MW	1,025

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

“As a result of these allocations of Intensity Thresholds to Parcel 3, the CITY acknowledges and agrees that the development rights allocated to and vested for such Parcel pursuant to this Section 2.2, shall not be affected or reduced by any action taken by the CITY. The CITY reserves the right to review each subsequent entitlement application for development of Parcel 3 to ensure that the thresholds are not exceeded in the future without appropriate mitigation by the owner of such Parcel and to ensure that the proposed development meets all other applicable design guidelines. So long as the development of the Parcel is consistent with the vested development rights allocated thereto under this Development Agreement, the obligations associated with that development shall be limited to the payment of all fees associated with such development and the installation of roadway and utility improvements described in the terms of this Development Agreement and the Master Plan.”

E. Revised Section 3.6.2 (Sewer Improvements). For purposes of Section 3.6.2 of the Development Agreement, CITY hereby agrees that the planned construction of the sewer line within Painted Desert Drive by BBC Roseville Oaks, for which LANDOWNER has paid its fair share based upon the vested rights in Section 2.2 pursuant to a Settlement Agreement between CITY, BBC Roseville Oaks and LANDOWNER, is designed to sewer the existing and future development of Parcel 2 and Parcel 3 consistent with the vested Entitlements to connect to the existing sewer lines in Woodcreek Oaks Boulevard in place of the 12” sewer line along Blue Oaks Boulevard. LANDOWNER shall have no obligation or right to construct the additional 12” sewer line along Blue Oaks Boulevard to sewer development of the Property. LANDOWNER and CITY hereby agree that except to the extent clarified herein, all other terms and provisions of Section 3.6.2 shall remain in full force and effect.”

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

G. Revised Section 3.8.1 (Blue Oaks Boulevard). Section 3.8.1 is hereby revised in its entirety to read as follows:

“3.8.1. Blue Oaks Boulevard. Blue Oaks Boulevard frontage improvements for Parcel 3 will be completed pursuant to the Settlement Agreement between CITY, BBC Roseville Oaks and LANDOWNER. Accordingly, Landowner shall only be responsible for the finished grading of the landscaped corridor adjacent to Blue Oaks Boulevard, the construction of an eight foot wide (8') separated sidewalk for Blue Oaks Boulevard frontage from its intersection with Foothills Boulevard to its intersection with New Meadow Drive, as shown in cross-section in Exhibit C-1, construction of a bus turnout, shelter pad and bus shelter on Blue Oaks Boulevard east of New Meadow Drive, and the completed landscaping and landscape irrigation within the fifty-foot wide (50') landscape set back adjacent to Blue Oaks Boulevard. With the approval of future development plans for Parcel 3, LANDOWNER will be responsible for the installation of all standard improvements associated with access to and from public roads, as determined by CITY. When LANDOWNER constructs an intersection with Blue Oaks Boulevard 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 sidewalk improvements from Foothills Boulevard to the western property boundary and the bus turnout, shelter pad and bus shelter. CITY may, at its sole discretion, allow for the construction of the sidewalk and landscaping to be phased. All improvements to be installed by LANDOWNER shall comply with CITY's then current standards.

The bus turnout, shelter and related improvements shall conform to CITY's then current standards. LANDOWNER and CITY may enter into a deferred improvement or other agreement based on a construction cost of ten thousand dollars (\$10,000) per shelter for future construction of the bus shelter (#282) on Blue Oaks Boulevard east of New Meadow Drive. A separate easement shall be dedicated to CITY for the bus shelter pad. The easement shall be drafted for approval and acceptance by CITY and recorded at the Office of the Placer County Recorder.”

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

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

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

“ 6.0 Hold Harmless. LANDOWNER and its heirs, successors-in-interest and assigns, hereby agrees to, and shall defend and hold CITY, and its elective and appointive boards, commissions, officers, agents, employees, and volunteers harmless from any liability for damage or claims of damage for personal injury, or bodily injury

including death, as well as from claims for property damage which may arise from operation of LANDOWNER's, or LANDOWNER's contractors, or contractors' subcontractors, agents, or employees under this Agreement, whether such operations be by LANDOWNER, or by LANDOWNER's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for LANDOWNER of any of LANDOWNER's contractors or subcontractors unless such damage or claim arises from 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."

J. Revised Section 10 (Notices). The notice addresses for the CITY and LANDOWNER in Section 10 are hereby revised to read as follows:

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

with copy to:  
City Attorney  
City of Roseville  
311 Vernon Street  
Roseville, CA 95678

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

QUALITY INVESTMENT PROPERTIES  
ROSEVILLE, LLC, QUALITY  
INVESTMENT PROPERTIES ROSEVILLE  
II, LLC, and QUALITY INVESTMENT  
PROPERTIES ROSEVILLE LAND  
COMPANY, LLC:

12851 Foster Street  
Overland Park, KS 66213  
Attn: Chad Williams

with copy to:  
HalBear Enterprises  
5716 Callister Ave  
Sacramento CA 95819  
Attn: Mark A. Perlberger

Taylor & Wiley  
500 Capital Mall, Suite 1150



Sacramento, CA 95814  
Attn: James B Wiley, Esq.

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

New Exhibit A	Legal Descriptions of Parcel 3
Revised Exhibit A-1	Revised Diagram of the Property
Revised Exhibit B	Land Use Map of the Property
Revised Exhibit C-1	Blue Oaks Boulevard Cross Section.

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

4. Amendment; Balance of Development Agreement Remains In Full Force. This Sixth Amendment amends, but does not replace or supersede, the Development Agreement. In the event of any conflict, the language of this Sixth Amendment shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Development Agreement shall remain in full force and effect.

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

**IN WITNESS WHEREOF**, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. \_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_day of \_\_\_\_\_, 2017, and LANDOWNER have caused this Amendment to be executed.

**CITY:**

**LANDOWNER:**

CITY OF ROSEVILLE,  
a municipal corporation

QUALITY INVESTMENT PROPERTIES  
ROSEVILLE, LLC, a Delaware limited  
liability company

By: \_\_\_\_\_  
Rob Jensen, City Manager

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO SUBSTANCE:

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

QUALITY INVESTMENT PROPERTIES  
ROSEVILLE II, LLC, a Delaware limited  
liability company

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

QUALITY INVESTMENT PROPERTIES  
ROSEVILLE LAND COMPANY, LLC, a  
Delaware limited liability company

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

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_  
(Here insert Name and Title of Officer)

personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

**Revised Exhibit A**

Legal Description of Property

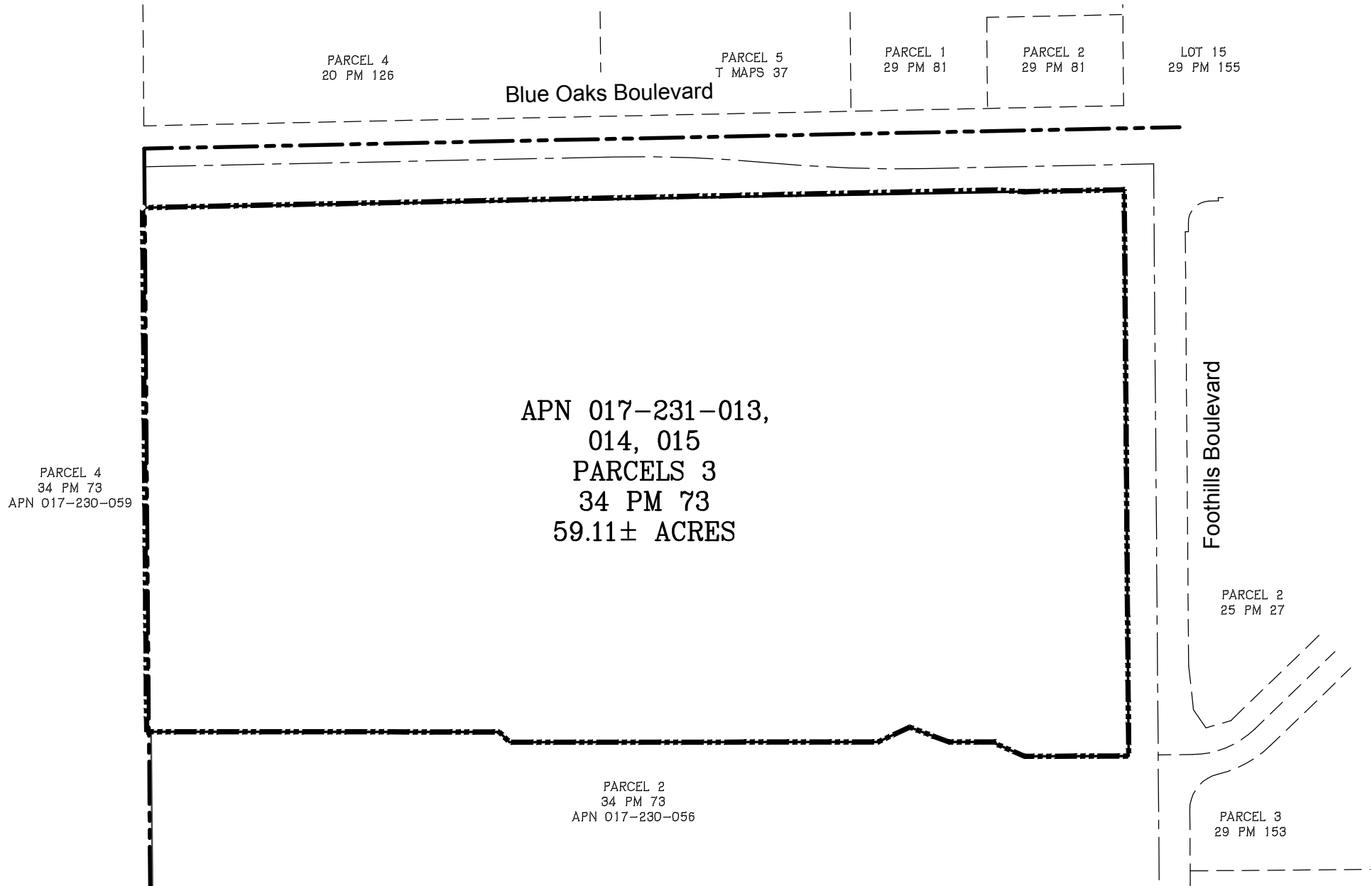
Parcel 3

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

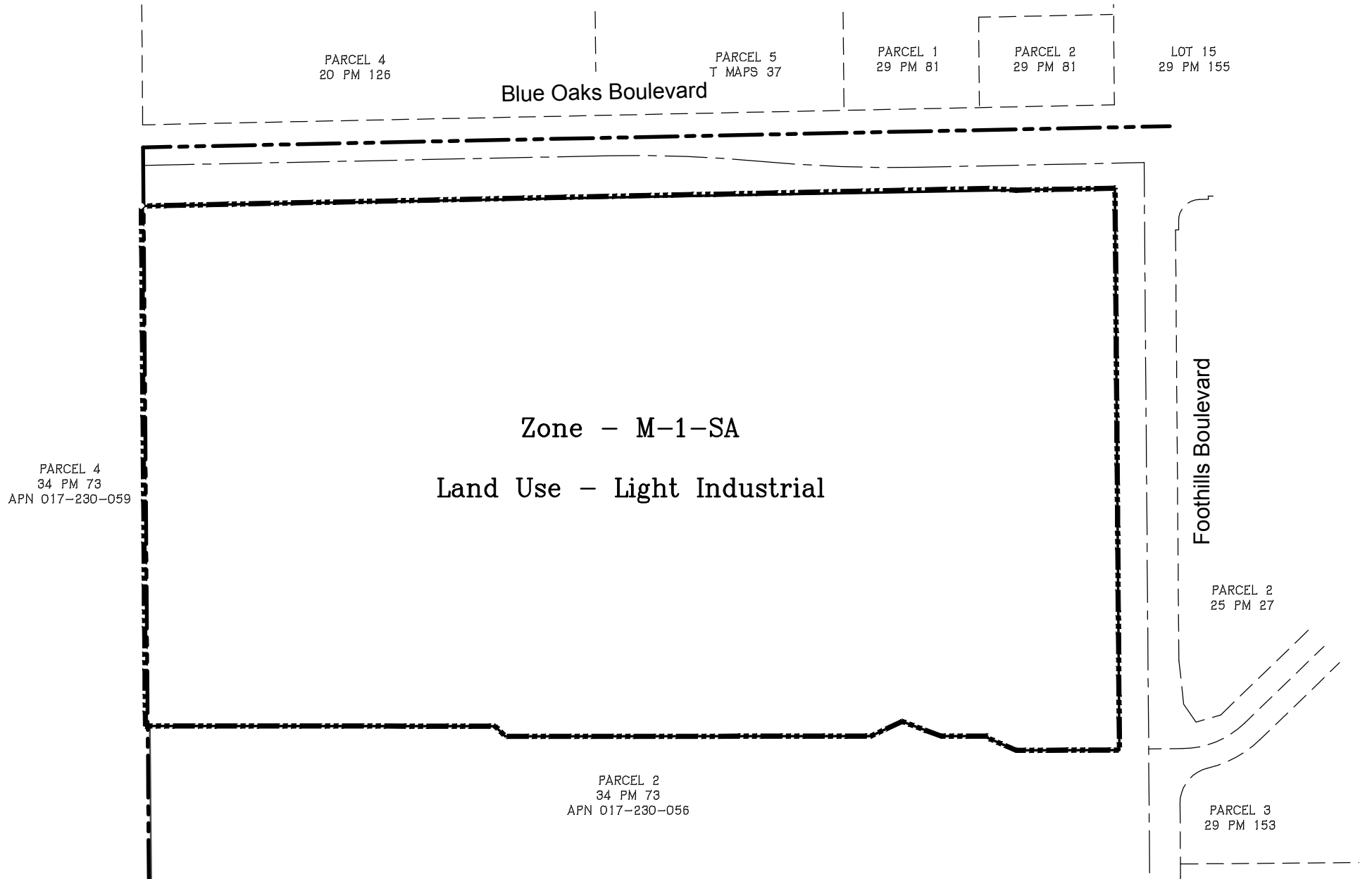
Parcel 3, as shown on that certain Parcel Map of Hewlett-Packard Subdivision No. Sub-000105, recorded on June 4, 2008, in the Office of the Recorder for the County of Placer, State of California, in Book 34 of Parcel Maps, at Page 73.

APN: 017-230-057

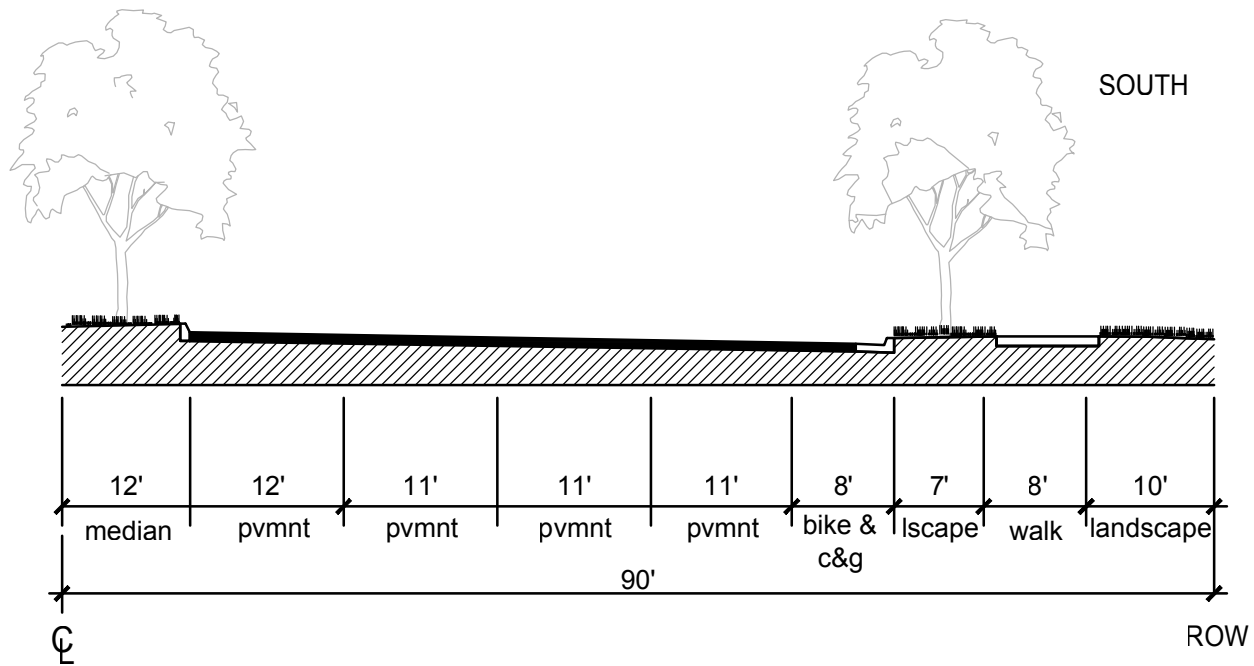
# Revised Exhibit A-1 : Revised Diagram of the Property



# Revised Exhibit B : Land Use Map of the Property



# Revised Exhibit C-1 :Blue Oaks Boulevard Cross Section



Blue Oaks Boulevard