



Memorandum

TO: HONORABLE MAYOR AND
CITY COUNCIL

FROM: Joseph Horwedel

SUBJECT: SEE BELOW

DATE: November 17, 2008

COUNCIL DISTRICT: 4
SNI: N/A

TRANSMITTAL MEMO

DA08-003. AN ORDINANCE APPROVING A SECOND DEVELOPMENT AGREEMENT AMENDMENT TO THE CISCO ALVISO DEVELOPMENT AGREEMENT FOR THE AREA GENERALLY BOUNDED BY HIGHWAY 237, N. FIRST STREET, GRAND BOULEVARD, AND DISK DRIVE TO AMEND ORDINANCE 26136, ADOPTED ON JUNE 13, 2000 AND AMENDED IN JUNE 2008 TO EXTEND A CERTAIN PROJECT OCCUPANCY DATE TO DECEMBER 31, 2008, BETWEEN THE CITY AND CISCO TECHNOLOGIES, INC RELATIVE TO THE DEVELOPMENT OF PROPERTY IN NORTH SAN JOSE (THE "DEVELOPMENT AGREEMENT") AND TO ACCEPT JOB GROWTH AT THE NORTH SAN JOSE CAMPUS TO FULFILL THAT CERTAIN OCCUPANCY SUBSEQUENT CONDITION C.(1).

The Planning Commission will hear this project on December 3, 2008. The memorandum with Planning Commission recommendations will be submitted under different cover. We hope the submittal of this staff report is of assistance in your review of this project.

for Susan Walton
JOSEPH HORWEDEL, DIRECTOR
Planning, Building and Code Enforcement

For questions please contact Susan Walton at (408) 535-7800.

STAFF REPORT
PLANNING COMMISSION

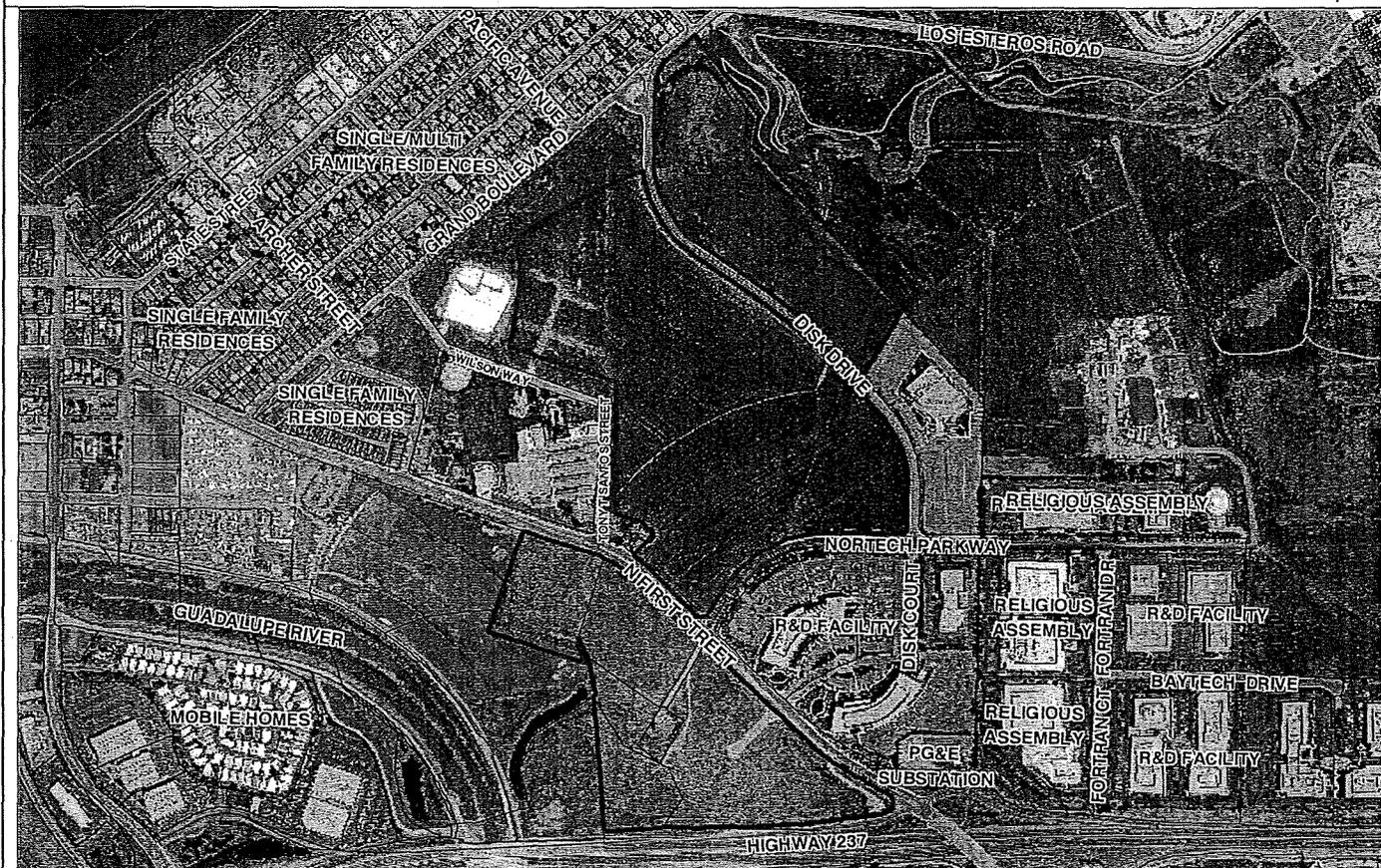
FILE NO.: DA-Cisco Alviso Amendment #2

PROJECT DESCRIPTION: To amend the Development Agreement, adopted on June 13, 2000, and amended in June 2008 to extend a certain occupancy date to December 31, 2008, between the City and Cisco Systems, Inc., relative to the development of property in Alviso North San José (the "Development Agreement"), to accept job growth at North San José campus to fulfill that certain occupancy Subsequent Condition C. (1), and authorize the City Clerk to execute the Amended Development Agreement.

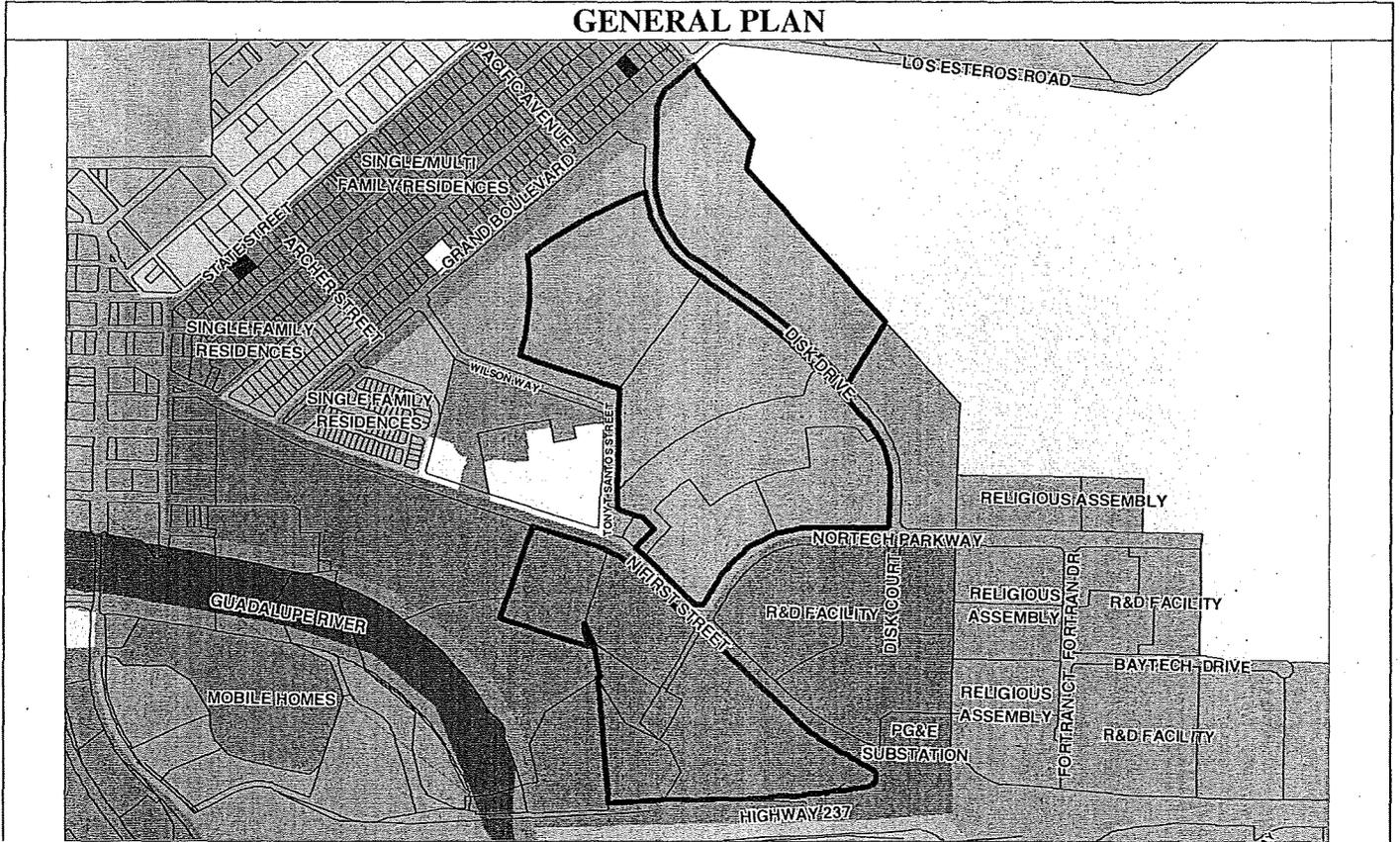
Existing Zoning	A(PD) Planned Development
General Plan	Industrial Park with Mixed Industrial Overlay, and Combined Industrial/Commercial
Council District	4
Annexation Date	3/12/1968
SNI	No
Historic Resource	No
Redevelopment Area	No
Specific Plan	Alviso

LOCATION: Bounded by Highway 237, North First Street, Grand Boulevard, and Disk Drive, approximately 111 ac.

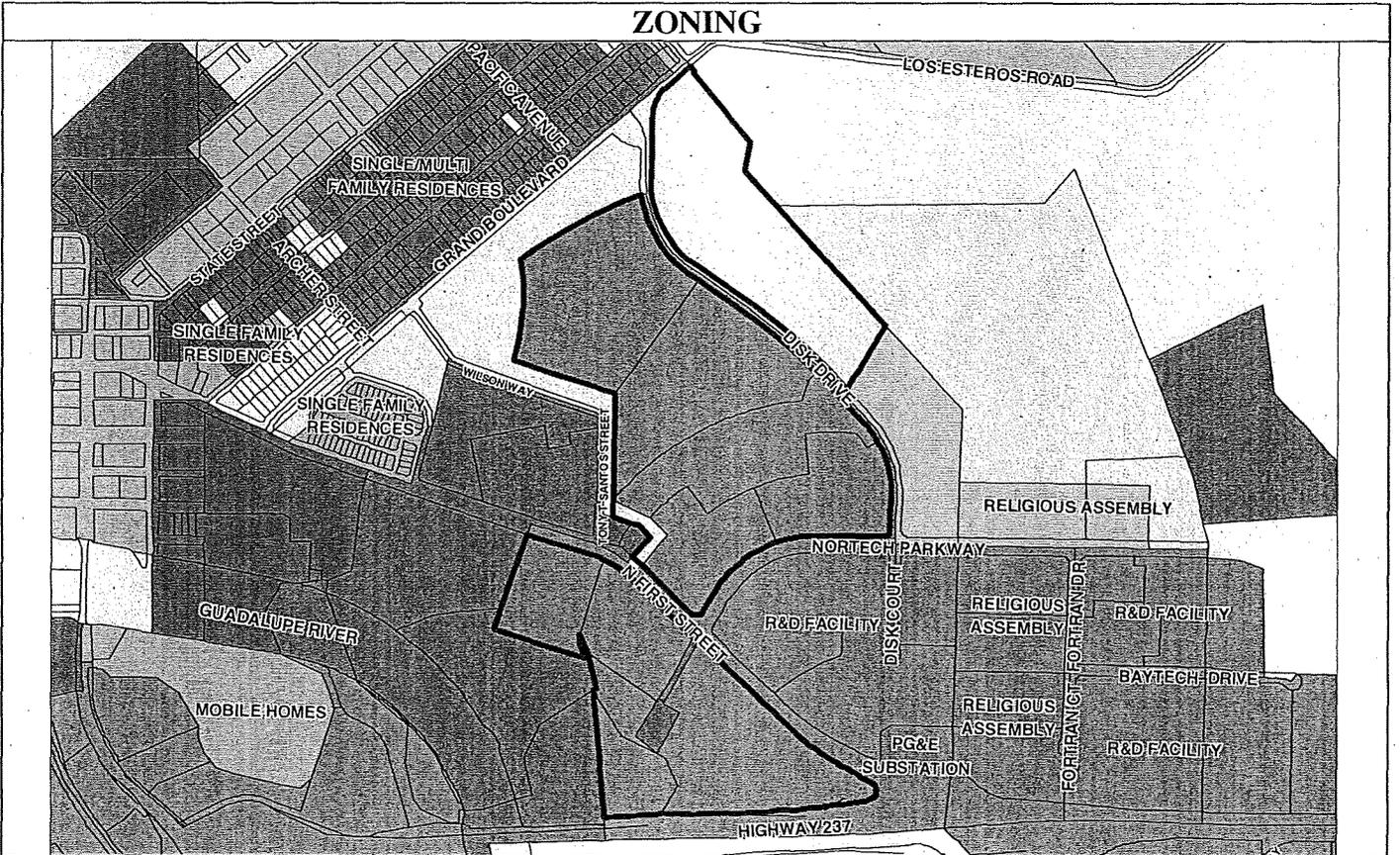
Aerial Map



GENERAL PLAN



ZONING



RECOMMENDATION

Planning staff recommends that the Planning Commission recommend to the City Council to amend the original Development Agreement to accept job growth in the Cisco headquarters campus in North San José as fulfilling Subsequent Condition C. (1) in the existing Development Agreement, and allow the Agreement to remain in effect for the following reasons:

1. The Amended Development Agreement conforms to the designation of IP Industrial Park with a Mixed Use overlay, and Combined Industrial/Commercial on the adopted San José 2020 General Plan Land Use/Transportation Diagram.
2. The Amended Development Agreement supports the Economic Development goals and strategies of the General Plan by providing continued future development entitlement for the City's largest employer in volatile times for industrial developers.
3. The Amended Development Agreement conforms to the requirements of the A (PD) Planned Development Zoning District.
4. The Amended Development Agreement conforms to the requirements of the Development Agreement Ordinance.

BACKGROUND

In June of 2000 (under Ordinance No. 26136), Cisco Systems, Inc., entered into a Development Agreement with the City of San José related to property Cisco owns in Alviso in North San José. At the time of approval of the Development Agreement (DA), Cisco was one of the City's largest employers and was working with the City to ensure that the company's future employment growth could be accommodated within the City of San José. The Cisco Alviso Development Agreement remains in effect until 2020; however, within the DA there are certain milestones related to development occupancy. The first of these was originally intended to be accomplished by July 21, 2008.

In May of 2008, Cisco indicated a desire to work with the City to adjust the development occupancy scenario currently envisioned within the original Development Agreement, and indicated that its Alviso holdings remain an important component of the company's real estate portfolio for the future. Cisco requested and the City Council approve an Amendment to the Development Agreement to extend the first project occupancy date by six months, to December 31, 2008. During the past six months, City staff and Cisco representatives have worked to review Cisco's goals for continued employee growth and new building development within the City of San José and to consider adjustments to the relevant provisions of the Development Agreement. Cisco has indicated their need for continued certainty as to development potential on the several sites they own or occupy, and has requested that the City consider Cisco's citywide employment growth to date as achieving the intent of Subsequent Condition C. (1) in the original DA, that Cisco occupy part of the Alviso site as part of Cisco's San José corporate campus by a first project occupancy date within 8 years of the DA approval. (A copy of the Original Development Agreement is attached).

ENVIRONMENTAL REVIEW

The environmental review for the proposed Second Amendment to the Development Agreement is covered under the Environmental Impact Report (Resolution No. 69636) prepared for the project's Planned Development Zoning (File No. PDCSH99-05-054) and the original Development Agreement. Neither the extension of the term of the first occupancy date of the Development Agreement to December 31, 2008 in the First Amendment, nor the current proposal to allow Cisco employment growth

and campus expansion elsewhere in the City to fulfill the occupancy date condition in the Second Amendment result in any new square footage or any environmental impacts not addressed in the Environmental Impact Report

GENERAL PLAN CONFORMANCE

The proposed use for up to 2.3 million square feet of office, research and development and light manufacturing is consistent with the San José 2020 General Plan Land Use/Transportation Diagram designation of Industrial Park with a Mixed Use overlay, and Combined Industrial/Commercial. The proposed Amendment to the Development Agreement to consider Cisco's overall employment and campus growth citywide as fulfilling the objective of occupancy of the Alviso site as part of the Cisco corporate campus supports the City's largest employer and is therefore consistent with and supportive of the General Plan's Economic Development Strategy.

ANALYSIS

Policy Background

The original Development Agreement vests certain development rights for Cisco Systems, Inc., in exchange for the developer's agreement to construct public and private improvements and to occupy (or to cause to be occupied within eight (8) years of the effective date of the Ordinance authorizing the original Development Agreement by a similar large technology employer) the subject property by July 21 2008. In the First Amendment to the Development Agreement, the timeframe of this condition was extended to December 31, 2008. The vested elements of the Development Agreement include the existing General Plan designations, the Planned Development Zoning, Permit, and Vesting Tentative Map (File Nos. PDCSH99-05-054, PDSH00-03-027 and PTSH00-03-035) issued for the property, and various project parameters such as the maximum density and intensity of use, and the maximum height and size of the proposed buildings.

Review Criteria

City Ordinance No. 24297 establishes criteria by which the City may enter into a Development Agreement. In order for the City Council to approve the proposed Second Amendment to the Agreement, it must find that the proposal is consistent with the General Plan and zoning requirements. Development Agreements are approved through the adoption of a City ordinance by the City Council. The effective date of the Agreement is generally the effective date of the ordinance approving the agreement unless a later date or the occurrence of a specific event is specified in the Agreement.

Development Agreements may be amended or cancelled by mutual consent of the parties to the Agreement or their successors in interest. An Amendment may be granted upon a finding by the City Council that the Amendment is consistent with either the General Plan and zoning codes in effect at the time the ordinance authorizing the agreement was adopted, or at the time of any Amendment. Review of an Amendment is limited to consideration of those elements proposed to be added or changed.

Review Analysis

As stated above, the original Development Agreement related to the subject property owned by Cisco Systems in Alviso was approved by the City Council in June of 2000 (Ordinance No. 26136). A portion of the Alviso campus comprised of two buildings totaling approximately 376,000 square feet has been developed by Cisco, and one building is currently occupied by employees of IBM, as provided for as an

option in the Development Agreement. Using a ratio of 285 gross square feet per person, these buildings would have housed 1,319 Cisco employees in total. In 2000, when the Cisco Alviso Development Agreement took effect, Cisco's estimated number of employees in San José was 14,900 people. In 2008, Cisco's employee headcount has risen to an estimated 19,200 people (an increase of 4,300 employees). This job growth at the Cisco headquarters at their North San José sites exceeds the expected job growth capacity that could have occurred at the Alviso site.

A primary City goal of the original Development Agreement was to work with Cisco to ensure continued opportunity for growth and development of a major high technology industrial employer in San José. Thus, Cisco is requesting an amendment to the Development Agreement to accept job growth overall in North San José as fulfilling the initial project occupancy condition of the Cisco Alviso Development Agreement, and to deem that the Subsequent Condition C. (1) of the original Agreement has been met. In that staff recognizes the ongoing growth and development of Cisco Systems as a major component of future high technology employment and innovation in the City, and wants to facilitate Cisco's future development of the company's real estate holdings throughout the City, as appropriate, staff concludes that the level of employment increase across Cisco facilities citywide between 2000 and 2008 has addressed the City's paramount goal. Further, staff believes that allowing the Development Agreement to remain in effect on the Alviso site provides the flexibility that Cisco has indicated it requires in maintaining development entitlements which ensure future growth can be accommodated in a timely fashion and appropriate locations within San José.

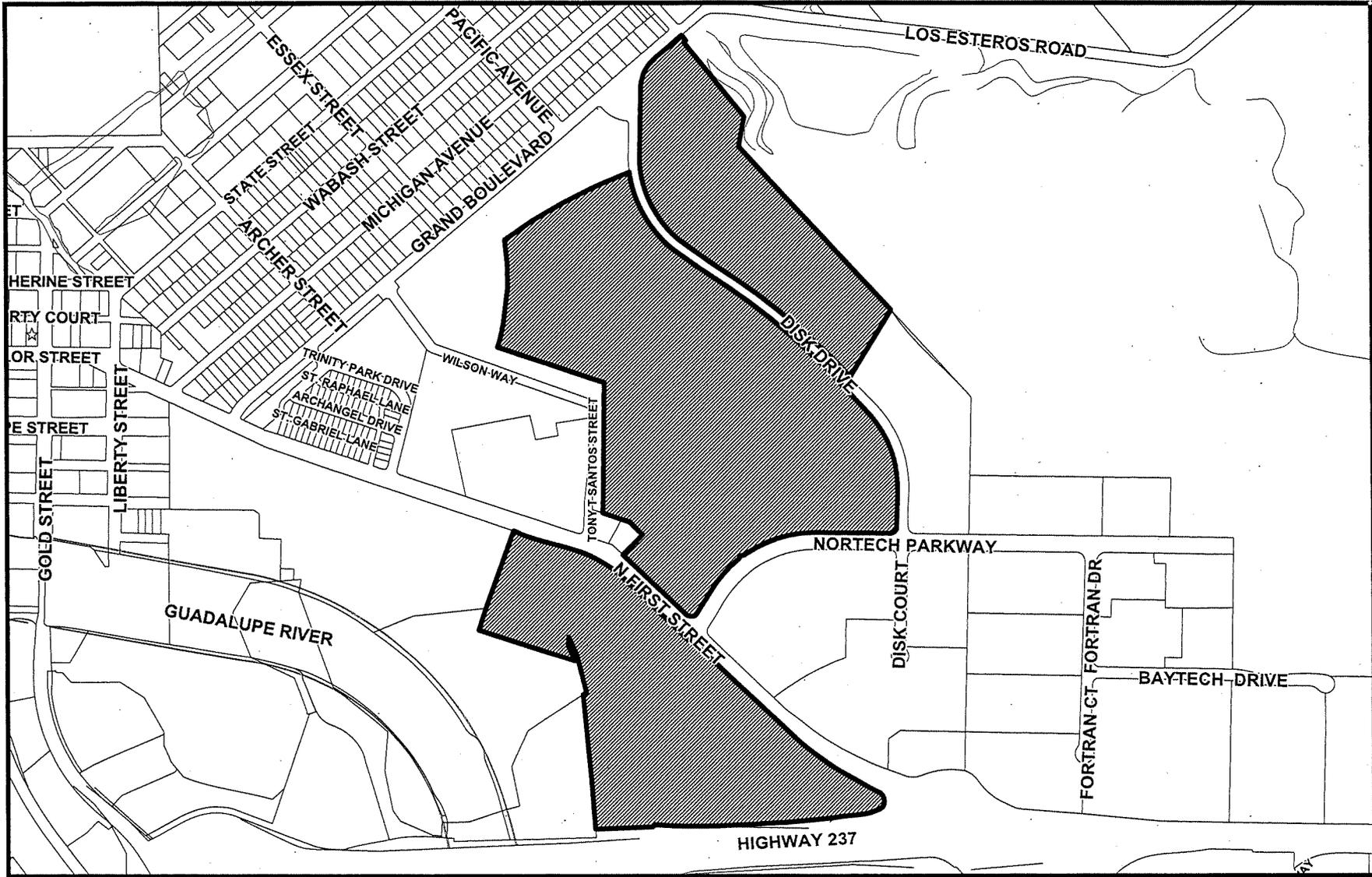
Conclusion

The Development Agreement, as initially established, has been found to conform with all applicable City policies, including the General Plan, economic, social and environmental goals of the City, and the regulations governing the amendment of Development Agreements. The proposed Second Amendment to the Agreement will not result in an alteration of the Agreement's conformance to the General Plan and Zoning Code in place at the time of granting of the original Agreement, or to those currently in place, and would therefore be consistent with all City policies regarding Development Agreements.

Cisco has become the City's largest employer and has stated the company is committed to working with the City to develop the company's real estate holdings in Alviso and throughout the City in order to add jobs which will increase City revenues. The main purpose of the original Development Agreement was to support job generation in San José and for Cisco Systems, Inc. Jobs generated in Cisco's North San José headquarters may be considered as fulfilling the intent of the requirement for Cisco employment to be generated at the proximate Alviso site in North San José. Staff supports the Second Amendment because it will facilitate future development of the site consistent with Cisco's overall strategy for growth in San José as well as all applicable City policies, meets all established City criteria for Development Agreements and amendments, and will support the ongoing conversation between the City and Cisco Systems to consider a wide range of options regarding the potential for timing for future development and use of Cisco's North San José and Alviso holdings in the context of the current economy, demand for industrial development, and goals of the North San José Development Policy.

Project Manager: Nancy Klein **Approved by:** Susan Walton **Date:** 11/21/2008

Owner/Applicant	Attachments
Larry Burnett, Real Estate Portfolio Manager Cisco Systems, Inc. 170 West Tasman Drive San José, CA 95134-1706	Location Map Original Development Agreement First Development Agreement Amendment Draft Second Development Agreement Amendment



Approx. Scale: 1" = 750'
Map Created On: 11/17/2008
Noticing Radius: 1,000 feet

File No: DA08-003

District: 4

Quad No: 19, 20, 34, 35

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SAN JOSE
AND
CISCO TECHNOLOGY, INC.
RELATIVE TO THE DEVELOPMENT OF
REAL PROPERTY IN NORTH SAN JOSE**

This SECOND AMENDMENT TO DEVELOPMENT AGREEMENT ("Second Amendment") is made and entered into as of this 31st day of December, 2008, by and between CITY OF SAN JOSE, a municipal corporation ("CITY") and CISCO TECHNOLOGY, INC., a California corporation ("DEVELOPER"), pursuant to the authorities provided under California Government Code Sections 65867.5 and 65858 and pursuant to CITY's powers as a charter city.

RECITALS

WHEREAS, on June 20, 2000, by CITY Ordinance No. 26136, the City Council of CITY approved that certain Development Agreement between CITY and DEVELOPER relative to the development of certain real property located in North San Jose, pursuant to the authorities provided under California Government Code Sections 65864 et seq. and the provisions of CITY Ordinance No. 24297, which ordinance establishes procedures and requirements for consideration of development agreements (the "Original Development Agreement"), and

WHEREAS, as of November 13, 2000, CITY and DEVELOPER signed and entered into the Original Development Agreement; and

WHEREAS, DEVELOPER has represented to CITY that on or about January 24, 2005, DEVELOPER transferred its interest in the portion of the Subject Property (as defined in the Original Development Agreement) referred to as the 22-Acre Property (as defined in the First Amendment, defined below) to North First Street Properties, LLC, pursuant to that certain Grant Deed (Recorder's Instrument No. 18205337, recorded January 26, 2005); and

WHEREAS, DEVELOPER has represented to CITY that on or about January 24, 2005, DEVELOPER assigned its interest in the Original Development Agreement to the extent such interest is applicable to the 22-Acre Property, to North First Street Properties, LLC, pursuant to that certain Assignment and Assumption Agreement – Development Agreement (Recorder's Instrument No. 18205338, recorded January 26, 2005), and

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WHEREAS, on June 17, 2008, by CITY Ordinance No. 28339, the City Council of CITY approved that certain First Amendment to the Original Development Agreement (the "First Amendment") to be applicable to that certain portion of the Subject Property still owned by DEVELOPER, which portion of real property is more particularly described on the Second Amendment Exhibit "A," entitled "Developer's Property", which exhibit is attached hereto and incorporated herein by this reference (the "Developer Property"); and

WHEREAS, as of July 31, 2008, CITY and DEVELOPER entered into the First Amendment; and

WHEREAS, CITY and DEVELOPER desire to amend the Original Development Agreement, as amended by the First Amendment, with respect to the Developer Property, to modify certain project parameters with respect to timing of occupation of the Subject Property as described in Section 1.C of the Original Development Agreement, as amended by the First Amendment, as a corporate campus of DEVELOPER; and

WHEREAS, DEVELOPER obtained Planned Development Permit PDSH00-03-027, on June 19, 2000, ("Development Permit") to allow DEVELOPER to develop the Subject Property consistent with the terms and conditions of the Development Permit and the terms and conditions of the Original Development Agreement, and DEVELOPER has constructed approximately 376,000 square feet in two (2) buildings on the Subject Property (the "Existing Buildings"), with one building of approximately 188,000 square feet occupied by a corporate user; and

WHEREAS, the number of employees employed by DEVELOPER in the City between the Effective Date of the Original Development Agreement and December 31, 2008, exceeds the number of employees that would have been expected to occupy the Existing Buildings; and

WHEREAS, the Development Permit allows for a project, described therein, that is consistent with the terms and conditions of the Original Development Agreement, the Planning Director having determined pursuant to the terms and conditions of Section 2 of the Original Development Agreement that (i) the Development Permit is consistent with the "Vested Elements" in the Original Development Agreement, (ii) no amendment to the Original Development Agreement was required or necessary in order to vest the Development Permit under the terms of the Original Development Agreement, and (iii) the Development Permit continues to be vested as a Vested Element under the Original Development Agreement; and

WHEREAS, development of the Developer Property in accordance with the terms and conditions of this Second Amendment will provide for the orderly growth and development of the Subject Property in accordance with the policies set forth in the

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General Plan, the Alviso Master Plan, the zoning applicable to the Subject Property, the Vesting Tentative Map (no. PTSH 00-03-035) and the other Vested Elements set forth in the Original Development Agreement for the reasons set forth in more detail in that certain memorandum from the Planning Director to the Planning Commission of CITY dated _____, 2008; and

WHEREAS, an Environmental Impact Report for the Cisco Systems, Inc., Site 6 Project (which Project is defined in more detail in the Original Development Agreement) was certified by the on April 14, 2000 by the City Council of CITY as completed in compliance with the requirements of the California Environmental Quality Act of 1970, as amended, as of the original certification date (the "EIR"); and

WHEREAS, the City Council finds that any and all environmental impacts that may arise from the terms and conditions of this Second Amendment are consistent with, and are within the scope of analyses contained within, the terms and conditions of that EIR; and

WHEREAS, CITY and DEVELOPER have taken all actions mandated by and fulfilled all requirements set forth in CITY's Ordinance No. 24297 and under applicable State law in connection with this Second Amendment; and

WHEREAS, on _____, 2008, the Planning Commission, designated by CITY Ordinance No. 24297 as the advisory agency to CITY's City Council for purpose of development agreement review pursuant to California Government Code Section 65867 and CITY Ordinance No. 24297, considered this Second Amendment to the Original Development Agreement, as amended by the First Amendment, together with the application of the EIR to this Second Amendment, at a duly noticed public hearing and recommended to the City Council of CITY that CITY enter into this Second Amendment; and

WHEREAS, on _____ and _____, 2008, the City Council of CITY considered this Second Amendment as a part of Ordinance No. _____, together with the application of the EIR to this Second Amendment, at duly noticed public hearings and found that the provisions of this Second Amendment are consistent with all of the applicable provisions of the CITY'S General Plan and zoning codes, together with all of the Vested Elements listed in the Original Development Agreement, and voted to adopt Ordinance No. _____, approving in substantive form this Second Amendment and authorizing the City Clerk to execute this Second Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto agree to amendments to the Original Development Agreement as follows:

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1. Second Amendment Effective Date: The parties hereto agree that the effective date of this Second Amendment shall be retroactive to December 31, 2008 once this Second Amendment has been fully executed by the parties hereto, provided however, that December 31, 2008, shall be the effective date of this Second Amendment only so long as Ordinance No. ____ approving and authorizing the execution of this Second Amendment to the Original Development Agreement contains a provision making that ordinance effective retroactively to December 31, 2008 and Ordinance No. _____ becomes final by January 16, 2009.

2. Definitions: All defined terms not otherwise defined herein shall have the same meaning as set forth in the Original Development Agreement and the First Amendment.

3. Subsequent Condition Regarding Occupancy: Section 1.C(1) of the Original Development Agreement, "Subsequent Conditions," is amended to read in its entirety as follows, and the parties hereto agree that the effectiveness of this provision:

"(1) DEVELOPER agrees that either (a) part of the Subject Property shall be occupied as part of the San Jose corporate campus of DEVELOPER on or before December 31, 2008; or (b) the increase in the number of employees employed by DEVELOPER in the City between the Effective Date and December 31, 2008, will exceed the number of employees that would have been expected to occupy the Existing Buildings. This Agreement, shall be null and void as of January 1, 2009 if DEVELOPER fails to fulfill this condition on or before December 31, 2008, provided that CITY is not in default under the terms of this Agreement."

4. Full Force and Effect; Conflicts: All of the terms and conditions of the Original Development Agreement, as amended by the First Amendment, not expressly modified by this Second Amendment shall remain in full force and effect, and CITY and DEVELOPER hereby ratify and affirm all their respective rights and obligations under the Original Development Agreement as modified

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by the First Amendment and this Second Amendment. If there is a direct, irreconcilable conflict between the terms and conditions of the Original Development Agreement, as amended by the First Amendment, and this Second Amendment, the terms and conditions contained within this Second Amendment shall control.

WITNESS THE EXECUTION HEREOF, on the date first written hereinabove.

<p>APPROVED AS TO FORM:</p> <p>By: _____ Sr. Deputy City Attorney</p>	<p>“CITY”</p> <p>CITY OF SAN JOSE, a municipal corporation</p> <p>By: _____ LEE PRICE, MMC City Clerk</p>
	<p>“DEVELOPER”</p> <p>CISCO TECHNOLOGY, INC., a California corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>

SECOND AMENDMENT EXHIBIT "A"

DEVELOPER PROPERTY

[Legal Description of Real Property Owned by
Cisco Technology, Inc. That is the Subject of
This Second Amendment to Development Agreement]

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On _____, before me, _____, Notary Public,
personally appeared _____ 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

(SEAL)

SIGNATURE OF NOTARY PUBLIC

FULLY EXECUTED

ORIGINAL

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SAN JOSE
AND
CISCO TECHNOLOGY, INC.
RELATIVE TO THE DEVELOPMENT OF
REAL PROPERTY IN NORTH SAN JOSE**

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("First Amendment") is made and entered into as of this 21st day of July, 2008 by and between CITY OF SAN JOSE, a municipal corporation ("CITY") and CISCO TECHNOLOGY, INC., a California corporation ("DEVELOPER"), pursuant to the authorities provided under California Government Code Sections 65867.5 and 65858 and pursuant to CITY's powers as a charter city.

RECITALS

WHEREAS, on June 20, 2000, by CITY Ordinance No. 26136, the City Council of CITY approved that certain Development Agreement between CITY and DEVELOPER relative to the development of certain real property located in North San Jose, pursuant to the authorities provided under California Government Code Sections 65864 et seq. and the provisions of CITY Ordinance No. 24297, which ordinance establishes procedures and requirements for consideration of development agreements (the "Original Development Agreement"), and

WHEREAS, as of November 13, 2000, CITY and DEVELOPER signed and entered into the Original Development Agreement; and

WHEREAS, DEVELOPER has represented to CITY that on or about January 24, 2005, DEVELOPER transferred its interest in 22 of the 131 acres that comprise the Subject Property (which term is defined in the Original Development Agreement) to North First Street Properties, LLC, pursuant to that certain Grant Deed (Recorder's Instrument No. 18205337, recorded January 26, 2005), as such 22-acre portion of the Subject Property is more particularly described on the attached First Amendment Exhibit "A" (the "22-Acre Property"); and

WHEREAS, DEVELOPER has represented to CITY that on or about January 24, 2005, DEVELOPER assigned its interest in the Original Development Agreement to the extent such interest is applicable to the 22-Acre Property, to North First Street Properties, LLC, pursuant to that certain Assignment and Assumption Agreement – Development Agreement (Recorder's Instrument No. 18205338, recorded January 26, 2005), and

WHEREAS, on May 28, 2008, DEVELOPER applied for an amendment to the Original Development Agreement to be applicable to that certain portion of the Subject Property

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still owned by DEVELOPER, which portion of real property is more particularly described on the First Amendment Exhibit "B," entitled "Developer's Property", which exhibit is attached hereto and incorporated herein by this reference (the "Developer Property"); and

WHEREAS, on June 24, 2008, by CITY Ordinance No.28339, the City Council of CITY approved a First Amendment to Development Agreement substantially in the form of this First Amendment and authorized the City Clerk to execute this First Amendment upon the effectiveness of Ordinance No. 28339; and

WHEREAS, CITY and DEVELOPER desire to amend the Original Development Agreement to modify certain project parameters with respect to timing of occupation of the Subject Property as described in Section 1.C of the Original Development Agreement as a corporate campus of DEVELOPER; and

WHEREAS, DEVELOPER has obtained a Planned Development Permit PDSH00-03-027, on June 19, 2000 ("Development Permit") to allow DEVELOPER to develop the Subject Property consistent with the terms and conditions of the Development Permit and the terms and conditions of the Original Development Agreement, and DEVELOPER has constructed approximately 400,000 square feet in two (2) buildings on the Subject Property, with one building of approximately 200,000 square feet occupied by a corporate user; and

WHEREAS, the Development Permit allows for a project, described therein, that is consistent with the terms and conditions of the Original Development Agreement, the Planning Director having determined pursuant to the terms and conditions of Section 2 of the Original Development Agreement that (i) the Development Permit is consistent with the "Vested Elements" in the Original Development Agreement, (ii) no amendment to the Original Development Agreement was required or necessary in order to vest the Development Permit under the terms of the Original Development Agreement, and (iii) the Development Permit continues to be vested as a Vested Element under the Original Development Agreement; and

WHEREAS, development of the Developer Property in accordance with the terms and conditions of this First Amendment will provide for the orderly growth and development of the Subject Property in accordance with the policies set forth in the General Plan, the Alviso Master Plan, the zoning applicable to the Subject Property, the Vesting Tentative Map (no. PTSH 00-03-035) and the other Vested Elements set forth in the Original Development Agreement for the reasons set forth in more detail in that certain memorandum from the Planning Director to the Planning Commission of CITY dated June 4, 2008; and

WHEREAS, an Environmental Impact Report for the Cisco Systems, Inc., Site 6 Project (which Project is defined in more detail in the Original Development Agreement) was certified by the on April 14, 2000 by the City Council of CITY as completed in

compliance with the requirements of the California Environmental Quality Act of 1970, as amended, as of the original certification date (the "EIR"); and

WHEREAS, the City Council finds that any and all environmental impacts that may arise from the terms and conditions of this First Amendment are consistent with, and are within the scope of analyses contained within, the terms and conditions of that EIR; and

WHEREAS, CITY and DEVELOPER have taken all actions mandated by and fulfilled all requirements set forth in CITY's Ordinance No. 24297 and under applicable State law in connection with this First Amendment; and

WHEREAS, on June 11, 2008, the Planning Commission, designated by CITY Ordinance No. 24297 as the advisory agency to CITY's City Council for purpose of development agreement review pursuant to California Government Code Section 65867 and CITY Ordinance No. 24297, considered this First Amendment to the Original Development Agreement, together with the application of the EIR to this First Amendment, at a duly noticed public hearing and recommended to the City Council of CITY that CITY enter into this First Amendment; and

WHEREAS, on June 17 and June 24, 2008, the City Council of CITY considered this First Amendment as a part of Ordinance No. 28339, together with the application of the EIR to this First Amendment, at duly noticed public hearings and found that the provisions of this First Amendment are consistent with all of the applicable provisions of the CITY'S General Plan and zoning codes, together with all of the Vested Elements listed in the Original Development Agreement, and voted to adopt Ordinance No. 28339, approving in substantive form this First Amendment and authorizing the City Clerk to execute this First Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto agree to amendments to the Original Development Agreement as follows:

1. **Effective Date**: The parties hereto agree that the effective date of this First Amendment shall be retroactive to July 21, 2008, provided however, that July 21, 2008 shall be the effective date of this First Amendment, only so long as Ordinance No. 28339 approving and authorizing the execution of this First Amendment to the Original Development Agreement also is effective as of July 21, 2008.
2. **Definitions**: All defined terms not otherwise defined herein shall have the same meaning as set forth in the Original Development Agreement.
3. **Effective Date of Original Development Agreement**: Section 1.B of the Original Development Agreement, "Condition Precedent," is hereby amended to read in its entirety as follows:

"This Agreement shall have no force and effect unless executed by CITY and DEVELOPER within a reasonable period of time after the effective date of Ordinance No. 26136 approving this Agreement."

By this provision of this First Amendment, the parties hereby memorialize their intent and understanding that the Original Development Agreement became effective as of the date such agreement was entered into and fully executed by all parties thereto on November 13, 2000. The parties to this First Amendment agree that this section of this First Amendment shall apply and be effective retroactively to July 21, 2000.

4. Subsequent Condition Regarding Occupancy: Section 1.C(1) of the Original Development Agreement, "Subsequent Conditions," is amended to read in its entirety as follows, and the parties hereto agree that the effectiveness of this provision:

"(1) DEVELOPER agrees that part of the Subject Property shall be occupied as part of the San Jose corporate campus of DEVELOPER on or before December 31, 2008. This Agreement, shall be null and void as of January 1, 2009 if DEVELOPER fails to fulfill this condition on or before December 31, 2008, provided that CITY is not in default under the terms of this Agreement."

5. Naming Correction: The Original Development Agreement erroneously refers to DEVELOPER as Cisco Technologies, Inc., rather than as Cisco Technology, Inc., its true corporate name. To correct this typographical error, the parties agree that all references in the Original Development Agreement to "Cisco Technologies, Inc." shall be deemed to mean "Cisco Technology, Inc."

6. Full Force and Effect; Conflicts: All of the terms and conditions of the Original Development Agreement not expressly modified by this First Amendment shall remain in full force and effect, and CITY and DEVELOPER hereby ratify and affirm all their respective rights and obligations under the Original Development Agreement as modified by this First Amendment. If there is a direct, irreconcilable conflict between the terms and conditions of the Original Development Agreement and this First

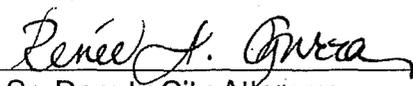
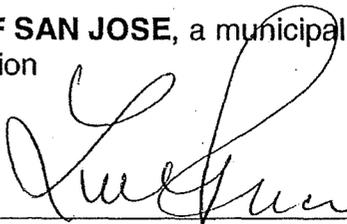
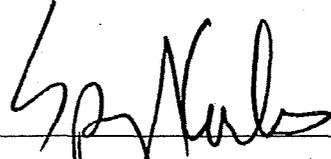
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Amendment, the terms and conditions contained within this First Amendment shall control.

WITNESS THE EXECUTION HEREOF, on the Effective Date first written hereinabove.

<p>APPROVED AS TO FORM:</p> <p>By: <u></u> Sr. Deputy City Attorney</p>	<p>"CITY"</p> <p>CITY OF SAN JOSE, a municipal corporation</p> <p>By: <u></u> LEE PRICE, MMC City Clerk</p>
	<p>"DEVELOPER"</p> <p>CISCO TECHNOLOGY, INC., a California corporation</p> <p>By: <u></u></p> <p>Name: <u>Spiro C. Kallas</u> <u>Director, Americas Real Estate</u></p> <p>Title: _____ <u>10/20/08</u></p>

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FIRST AMENDMENT EXHIBIT A

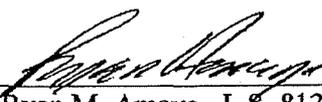
(Legal Description of 22-Acre Property)

EXHIBIT "A"
LEGAL DESCRIPTION

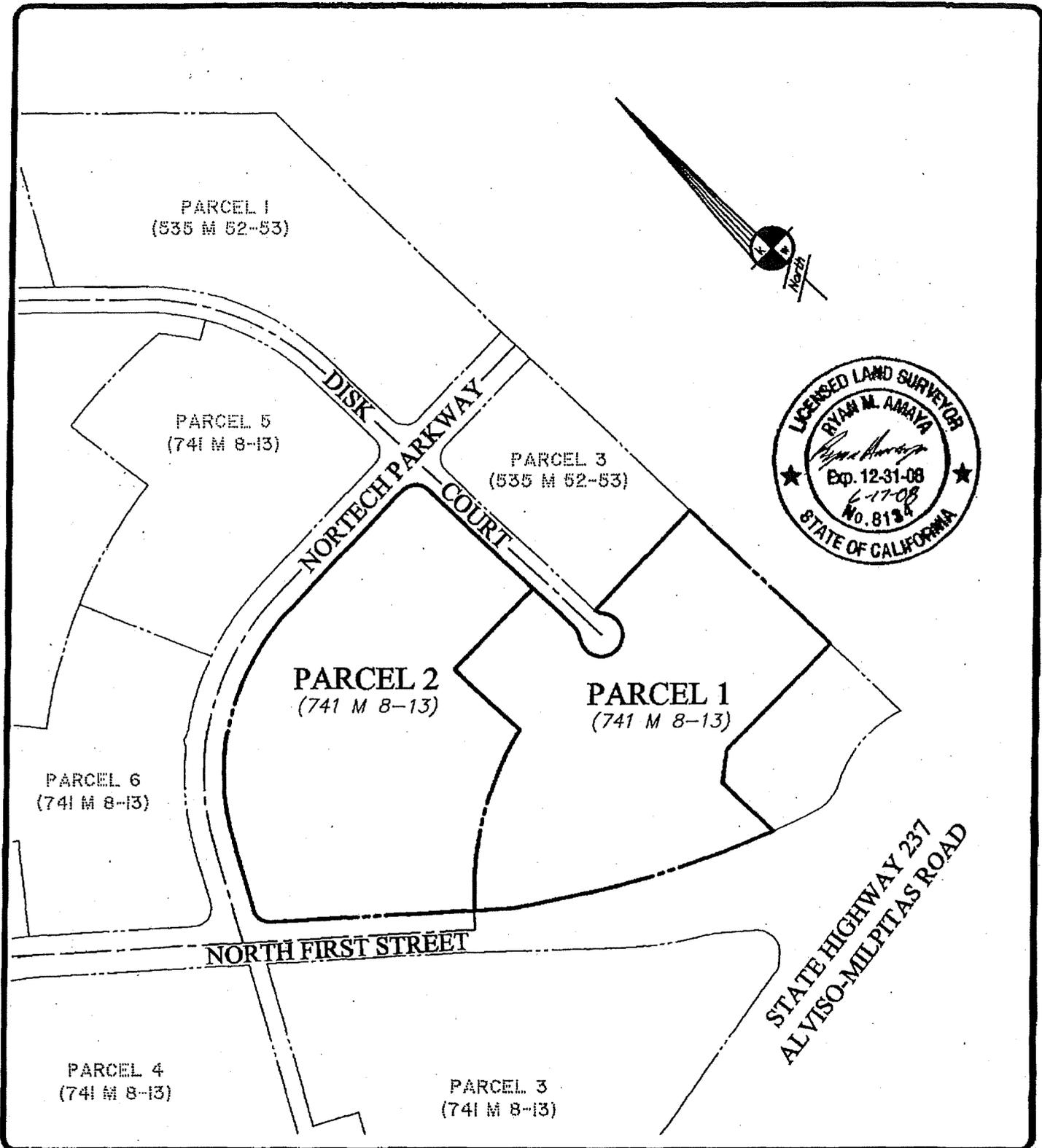
All that real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

All of Parcels 1 and 2, as shown upon that certain Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on August 6, 2001 in Book 741 of Maps, at pages 8 through 13.

6-17-08
Date


Ryan M. Amaya L.S. 8134





**PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR: CISCO SYSTEMS, INC.**

SAN JOSE

CALIFORNIA

EXHIBIT " _ " "



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
3350 Scott Boulevard, Building 22
Santa Clara, California 95054

(408) 727 6665
fax (408) 727 5641

DATE	JUNE, 2008
SCALE	1" = 300'
DR. BY	RMA
JOB	98056-18
SHEET NO.	2 OF 2

RD:RG
6/17/08

FIRST AMENDMENT EXHIBIT "B"

DEVELOPER PROPERTY

[Legal Description of Real Property Owned by
Cisco Technology, Inc. That is the Subject of
This First Amendment to Development Agreement]

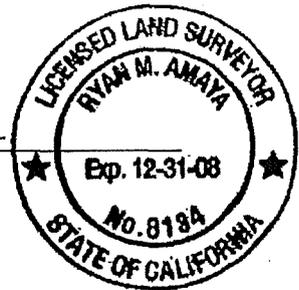
EXHIBIT " B "
LEGAL DESCRIPTION

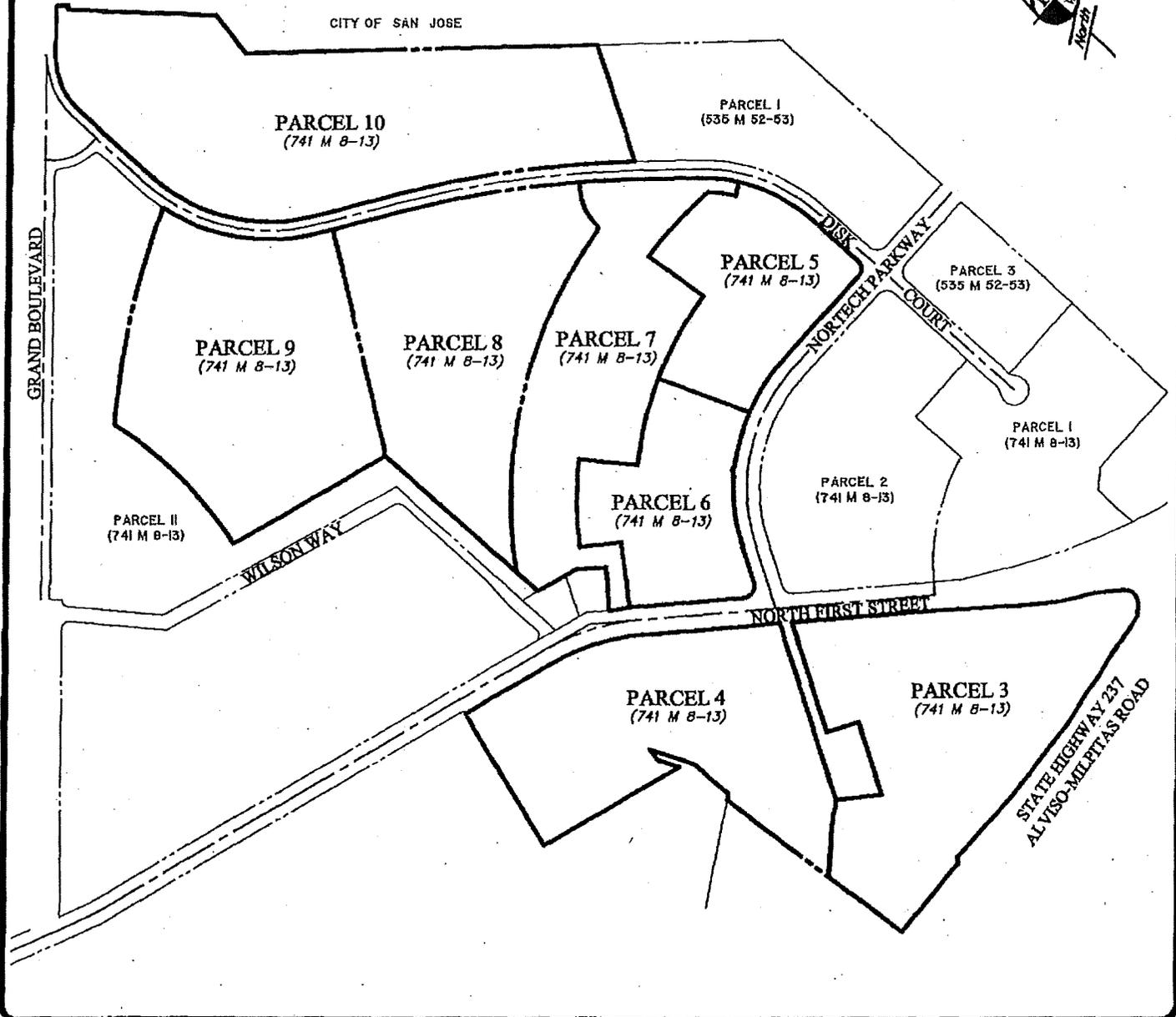
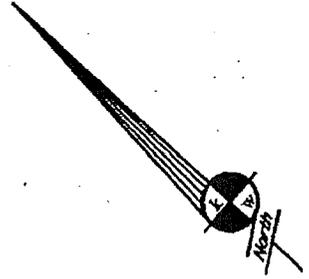
All that real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

All of Parcels 3, 4, 5, 6, 7, 8, 9, and 10, as shown upon that certain Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on August 6, 2001 in Book 741 of Maps, at pages 8 through 13.

6-17-08
Date


Ryan M. Amaya L.S. 8134





PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR: CISCO SYSTEMS, INC

DATE	JUNE, 2008
SCALE	1" = 500'
DR. BY	RMA
JOB	98056-18
SHEET NO.	2 OF 2

SAN JOSE

CALIFORNIA

EXHIBIT " " "



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
3350 Scott Boulevard, Building 22 (408) 727 6665
Santa Clara, California 95054 fax (408) 727 5641

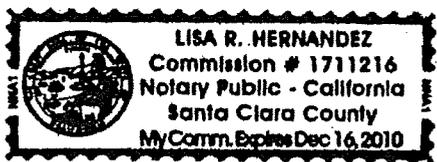
State of California)
County of Santa Clara) ss.

On October 20, 2008, before me, Lisa R. Hernandez, Notary Public, personally appeared Spiro G. Kailas, 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.

Lisa R. Hernandez (Seal)
Signature of Notary Public



CISCO TECHNOLOGY, INC.

OFFICER'S CERTIFICATE

I, Evan Sloves, certify on behalf of Cisco Technology, Inc., a California corporation (the "Company") as follows:

1. I am the duly elected and acting President and Chief Executive Officer of the Company, which is 100% owned by Cisco Systems, Inc. ("CSI");
2. I am duly authorized to make, execute and deliver this Certificate on behalf of the Company; and
3. Spiro Kailas is the duly elected Director, Workplace Resources (U.S. & Canada Region) of CSI and by virtue of serving in this position and, additionally, through express delegation of authority to him by the Company, has the authority, acting alone, to bind the Company, sign all documents and instruments on behalf of the Company, and to take any steps he deems necessary or advisable on behalf of the Company with respect to, real estate transactions within the City of San Jose, California.

Dated: 10/31, 2008



Evan Sloves, President and CEO
Cisco Technology, Inc.

CISCO TECHNOLOGY, INC.

OFFICER'S CERTIFICATE

I, Evan Sloves, certify on behalf of Cisco Technology, Inc., a California corporation (the "Company") as follows:

1. I am the duly elected and acting President and Chief Executive Officer of the Company, which is 100% owned by Cisco Systems, Inc. ("CSI");
2. I am duly authorized to make, execute and deliver this Certificate on behalf of the Company; and
3. Spiro Kailas is the duly elected Director, Workplace Resources (U.S. & Canada Region) of CSI and by virtue of serving in this position and, additionally, through express delegation of authority to him by the Company, has the authority, acting alone, to bind the Company, sign all documents and instruments on behalf of the Company, and to take any steps he deems necessary or advisable on behalf of the Company with respect to, real estate transactions within the City of San Jose, California.

Dated: 10/31, 2008



Evan Sloves, President and CEO
Cisco Technology, Inc.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF SAN JOSE AND
CISCO TECHNOLOGIES, INC.
RELATIVE TO THE DEVELOPMENT OF PROPERTY IN NORTH SAN JOSE
(ALVISO)**

THIS DEVELOPMENT AGREEMENT ("hereinafter "Agreement") is entered into this 13th day of November, 2000 by and between CISCO TECHNOLOGIES, INC., a California corporation (hereinafter "DEVELOPER") and the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), pursuant to the authority of Section 65864 through 65869.5 of the California Government Code and pursuant to its powers as a charter city.

RECITALS

- A. 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 which authorizes the City of San Jose and an applicant for a development project to enter into a development agreement, establishing certain development rights in the property which is the subject of the development project application.
- B. DEVELOPER has a leasehold interest in the property described in Exhibit A (herein the "Subject Property"), attached hereto and incorporated herein by this reference.
- C. DEVELOPER seeks to develop the Subject Property consistent with the San Jose General Plan (herein the "General Plan"). The General Plan provides for industrial park and combined industrial/commercial development in an area of North San Jose which includes the Subject Property.
- D. DEVELOPER desires to substantially expand its corporate campus to the Subject Property to provide for future planned expansion. DEVELOPER desires to

construct a multi-phase project consisting of up to ten (10) buildings with a total of approximately two million three hundred twenty-five thousand (2,325,000) square feet for office, research and development and light manufacturing uses ("Project"). Development of the Subject Property would be in accordance with that certain Planned Development Zoning PDCSH 99-05-054 attached as Exhibit B.

- E. The Project and this Development Agreement were the subject of an Environmental Impact Report (EIR) prepared in conformance with the California Environmental Quality Act (CEQA) as amended and found complete by the Planning Commission on March 10, 2000 and the City Council, on appeal, upheld that certification and considered and approved the information and conclusions contained in the EIR prior to approving this Agreement.

The EIR prepared for the Project was intended to analyze the entire project and to provide environmental review to the fullest extent permitted by law for full build out of the entire two million three hundred twenty-five thousand (2,325,000) square feet of development.

- F. By Ordinance No. 24297, the City Council adopted amended procedures to enable the CITY to enter into development agreements, pursuant to the authority of Sections 65864 through 65869.5 of the Government Code (herein both referred to as the "Development Agreement Ordinance" and "Development Agreement Statute", respectively).
- G. On May 10, 2000, the Planning Commission, designated by Ordinance No. 24297 as the advisory agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement in a duly noticed public hearing. On June 6, 2000, at a duly noticed public hearing and pursuant to the requirements of the California Environmental Quality Act, the City Council passed for publication Ordinance No. 26136 ("Adopting Ordinance") approving the Agreement, made appropriate findings that the provisions of this Agreement are consistent with the General Plan and the Development Agreement Ordinance, and authorized the execution of this Agreement.

- H. Development of the Subject Property in accordance with the conditions of this Agreement will provide orderly growth and development of the Subject Property in accordance with the policies set forth in the General Plan.
- I. The substantial investment by DEVELOPER in the Subject Property and the associated public improvements is and will be a substantial generator of fees, revenues, and taxes to CITY.
- J. Development of the Subject Property in accordance with the parameters set forth in Planned Development Zoning PDCSH 99-05-054 will make a substantial contribution to the economic development of CITY in that it proposes a use consistent with the General Plan, is located on a legal parcel greater than five (5) acres, will create at least 500 jobs in the CITY, is a corporate headquarters and qualifies as a Special Handling project as defined by Council Policy 6-17.
- K. The following prior approvals of CITY have been given with respect to DEVELOPER's development of the Subject Property:
- (1) General Plan land use designation of Industrial Park and Combined Industrial/Commercial; and
 - (2) Planned Development Zoning. PDCSH 99-05-054; and
 - (3) Planned Development Permit PDSH 00-03-027; and
 - (4) Vesting Tentative Map No. PTSH 00-03-035; and
- L. For the reasons recited herein, DEVELOPER and CITY have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Subject Property, provide for public services appropriate to the development of the Subject Property, ensure attainment of the maximum effective utilization of resources within CITY at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. In exchange for these benefits to CITY, together with the public benefits served by the development of the Project, the DEVELOPER desires to receive the assurance it may proceed with the Project in accordance with existing ordinances, resolutions, policies and regulations of CITY pursuant to the terms and conditions contained in this Agreement.

- M. CITY's current Commercial-Residential-Mobilehome Park Building Tax as set forth in Chapter 4.47 of the San Jose Municipal Code is not applicable to the research and development, manufacture/assembly and warehousing uses which are currently proposed by DEVELOPER for the development. A point of sale operation which is purely incidental to the currently proposed uses will not result in the imposition of the current Commercial-Residential- Mobilehome Park Building Tax.

AGREEMENT:

Section 1. GENERAL PROVISIONS.

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

- B. Condition Precedent.

This Agreement shall have no force and effect unless executed by CITY, DEVELOPER by the effective date of Ordinance No. 26136 approving this Agreement.

- C. Subsequent Conditions.

- (1) DEVELOPER agrees that part of the Subject Property shall be occupied as part of the San Jose corporate campus of DEVELOPER within eight (8) years of the effective date of Ordinance No. 26136 approving this Agreement. This Agreement shall be null and void if DEVELOPER fails to fulfill this condition provided that CITY is not in default under the terms of this Agreement.
- (2) Notwithstanding the provisions of Section 1.D, this Agreement shall become null and void if at least one half of square footage allocated to Phase One of the project, as defined in Planned Development Zoning PDCSH 99-05-054,

has not been constructed on the Subject Property, or on another site within the City of San Jose, within twelve (12) years from the effective date of Ordinance No. 26136.

D. Term.

- (1) Subject to the subsequent conditions of Section 1.C, the term of this Agreement shall commence upon the effective date of Ordinance No. 26136 approving this Agreement and shall extend for a period of twenty (20) years from the effective date of the Adopting Ordinance. However, in no instance shall the the term of this Agreement extend beyond the term of DEVELOPER's leasehold interest in the Subject Property unless DEVELOPER acquires fee title to the Subject Property.

Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect.

- (2) CITY agrees that the term of Vesting Tentative Map No. PTSH 00-03-035 shall be extended for the life of this Agreement pursuant to Government Code Section 66452.6.

E. Assignment.

- (1) DEVELOPER shall have the right to sell, assign or transfer in whole or in part its rights, duties and obligations under this Agreement, to any person or entity at any time during the term of this Agreement without the consent of CITY; provided, however, in no event shall the rights, duties and obligations conferred upon DEVELOPER pursuant to this Agreement be at any time so transferred or assigned except through a transfer of the Subject Property. In the event of a transfer of a portion of the Subject Property, DEVELOPER shall have the right to transfer its rights, duties and obligations under this Agreement which are applicable to the transferred portion, and to retain all rights, duties and obligations applicable to the retained portions of the Subject Property. All subdivision, sales, and assignments shall be consistent with the requirements of Planned

Development Zoning PDCSH 99-05-054 attached as Exhibit B and any subsequent Planned Development Permits which are approved by CITY. Failure to comply with the terms of Planned Development Zoning PDCSH 99-05-054 and any subsequent Planned Development Permits by the assignee shall be a default under the terms of this Agreement.

- (2) Upon the sale, transfer or assignment of DEVELOPER's rights and interests under this Agreement pursuant to Section 1. E(1), DEVELOPER shall be released from its obligations under this Agreement with respect to that portion of the Subject Property sold, transferred or assigned and any subsequent default or breach with respect to the transferred or assigned rights and/or obligations shall not constitute a default or breach with respect to the remaining rights and/or obligations under the Agreement, provided that (a) DEVELOPER has provided CITY with notice of such transfer pursuant to Section 1.F below, and (b) the transferee executes and delivers to CITY a written agreement in which (i) the name and address of the transferee is set forth; and (ii) the transferee assumes the obligations of the DEVELOPER under Section 3 below with respect to that portion of the Subject Property sold, transferred or assigned. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

- F. Notices. Formal written notices, demands, correspondence and communications between CITY and DEVELOPER shall be sufficiently given if dispatched by postage prepaid first class mail to the principal offices of CITY and DEVELOPER, as set forth in Section 9. Such written notices, demands, correspondence and communications may be directed in the same manner to such other persons and addresses as either party may from time to time designate. DEVELOPER shall give written notice to CITY, within ten (10) days after close of escrow, of any sale or transfer of any portion of the Subject Property and any assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

G. Amendment or Cancellation of Agreement. This Agreement may be amended or canceled, in whole or in part, from time to time by mutual consent of CITY and any DEVELOPER whose property is affected, with CITY costs of processing amendments payable by amendment applicants, in accordance with the provisions of Government Code Sections 65867 and 65868 and the schedule of processing fees adopted by resolution of the City Council, subject to the following:

- (1) The procedure for an amendment or cancellation shall be as specified in the Development Agreement Ordinance in effect on the effective date of this Agreement. An amendment may be granted upon a finding by the City Council that an amendment is consistent either with the General Plan and zoning codes in effect at the time the Adopting Ordinance was adopted or at the time of any amendment. Review of an amendment to this Agreement shall be limited to consideration of those provisions proposed to be added or changed.
- (2) The issuance of any land use approval or permit which approves an increase in density, intensity of use, maximum height or maximum size of buildings, or a change in the permitted uses, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by the DEVELOPER, or changes in any other Vested Element (as defined in Section 2.A below) set forth in this Agreement, shall require an amendment to this Agreement for such change to be vested, but DEVELOPER shall have the right to develop in accordance with any such amendment changing a Vested Element at its election without adversely affecting vesting with respect to other Vested Elements not changed by such amendment.
- (3) Any change in the design or other elements not specified in this Agreement to be a Vested Element shall not require an amendment of this Agreement. The Director of Planning shall make the determination as to whether an amendment is necessary.
- (4) This Agreement shall also be subject to termination or modification pursuant to the provisions of Section 15 of the Development Agreement Ordinance.

Section 2. DEVELOPMENT OF THE SUBJECT PROPERTY.

A. Vested Elements. The permitted use of the Subject Property, the maximum density and intensity of use, the maximum height and maximum size of the proposed buildings, provisions for reservation or dedication of land for public purposes, and provisions for public improvements, and other terms and conditions of development applicable to said property are as set forth in:

- (1) The General Plan for Industrial Park and Combined Industrial/Commercial designation as of the date of this Agreement;
- (2) Planned Development Zoning PDCSH 99-05-054, the General Development Plan sets forth the maximum parameters for the total number of buildings, the maximum total square footage, the maximum building height and the number of parking spaces, but is illustrative only as to the precise number of buildings, height and square footage of each building, parking and pedestrian circulation configuration;
- (3) Planned Development Permit PDSH 00-03-027;
- (4) Vesting Tentative Map No. PTSH 00-03-035;
- (5) The Alviso Masterplan in effect as of the date of this Agreement.

A "Summary of Vested Elements" is set forth in Exhibit C hereto.

B. Development Timing. Subject to the conditions of Section 1.C, there is no requirement under this Agreement that the DEVELOPER must initiate or complete development of any phase of the development nor that development be initiated or completed within any period of time set by CITY or in any particular order. However, nothing herein shall modify or amend any condition in Planned Development Permit PDSH 00-03-027 which states that said permit shall lapse unless construction of the first building is initiated within the specified time for commencement of construction. If Planned Development Permit PDCSH 00-03-027 lapses it shall no longer remain a vested element of this Agreement. It is the

intention of this provision that DEVELOPER be able to develop at DEVELOPER's sole discretion and in accordance with DEVELOPER's own time schedule. No future modification of the San Jose Municipal Code, or any ordinance or regulation which limits the rate of development over time shall be applicable, whether such modification, ordinance or regulation is adopted by initiative or otherwise. However, nothing herein shall be construed to relieve the DEVELOPER from any time conditions in any permit or to excuse the timely completion of any act which is required to be completed within a time period set by any applicable code or permit provisions as defined in Section 2.D.

Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the parties to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development and controlling the parties' agreement, it is the intent of CITY and DEVELOPER to avoid such a result by hereby acknowledging and providing for the right of DEVELOPER to develop in such order and at such rate and times as DEVELOPER deems appropriate within the exercise of its sole and subjective business judgment except as specifically stated otherwise in this Agreement. CITY acknowledges that such a right is consistent with the intent, purpose and understanding of the parties to this Agreement, and that without such a right, DEVELOPER's development would be subject to the uncertainties sought to be avoided by this Agreement.

- C. Reserved Discretionary Approvals. Prior to issuance of building permits for development beyond that described in the Planned Development Permit PDSH 00-03-027, subsequent Planned Development Permits must be approved. Applications for such permit(s) will be processed under the Special Handling Procedure of the CITY's Planning Department.
- D. Rules, Regulations and Official Policies.
- (1) Development of the Subject Property shall be subject to all standards in the General Plan, the zoning codes, and other rules, regulations, ordinances and official policies applicable to such development on the effective date of this Agreement except as otherwise provided herein. Except as otherwise provided in this Section 2.D., to the extent any changes in the General Plan,

the zoning codes or other rules, ordinances, regulations or policies (whether adopted by means of an ordinance, City Charter amendment, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the Mayor, City Council, Planning Commission or any other Board, Commission or Department of CITY or any office or employee thereof, or by the electorate) are in conflict with the Vested Elements, the Vested Elements shall prevail. To the extent any provisions of future general plans, zoning codes or other rules, ordinances, regulations or policies, adopted on a city-wide basis, are applicable to the Subject Property and are not in conflict with the Vested Elements, such general plan, zoning codes or other rules, ordinances, regulations or policies shall be applicable.

- (2) This Section shall not preclude the application to development of the Subject 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. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than CITY prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by CITY, the Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Immediately after enactment of any such new law or regulation, the parties shall meet and confer in good faith to determine any modification or suspension based on the effect such modification or suspension would have in light of the purposes and intent of this Agreement. In addition, DEVELOPER shall have the right to challenge the new law or regulation preventing compliance with the terms of this Agreement, and, to the extent such challenge is successful, this Agreement shall remain unmodified and in full force and effect.
- (3) 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 be in conflict with the Vested Elements.

- (4) All applications for approvals, permits and entitlements shall be subject to the development and processing fees and taxes which are in force and effect at the time the application therefor is filed except as specifically provided herein:
- (a) Applications for development approvals, permits and entitlements shall be subject to the Processing Fees in effect at the time the application is submitted. Such fees shall reflect the estimated and reasonable cost necessary to allow CITY to recover its actual costs of processing DEVELOPER's applications.
 - (b) CITY will apply the requirements set forth in Government Code §66000 et seq., or any successor statute, to any fees or exactions imposed on DEVELOPER in the same manner that such requirements are applied to other development in San Jose.
 - (c) CITY agrees to consider, in good faith, crediting DEVELOPER the cost of regional transportation improvements (the Montague Expressway improvements) funded or constructed by DEVELOPER against any future Congestion Management fee imposed in connection with the North San Jose Deficiency Plan or any future countywide Deficiency Plan.
 - (d) CITY shall not impose any new or additional fees upon the Project or any portion thereof for or related to housing so long as the Subject Property is developed in conformance with the requirements of Planned Development Zoning PDCSH 99-05-054.
 - (e) Various conditions, including a monetary exaction, have been imposed on the Project to satisfy North San Jose Deficiency Plan. Any new or additional conditions which are contained in any amended deficiency plan affecting the North San Jose area shall not be retroactively imposed on the Project. No additional mitigation

measures shall be placed on the Project when the North San Jose Deficiency Plan is amended except to the extent that the Congestion Management Agency or any Federal or State agency imposes such measures and specifically requires that such measures be imposed on the Project or on all similar industrial projects in North San Jose, in which case DEVELOPER may be entitled to a credit pursuant to Section 2.D.4(c).

- (5) Nothing herein shall be construed to limit the authority of the CITY to adopt and apply codes, ordinances and regulations which have the legal effect of protecting persons or property from dangerous or hazardous conditions which create a substantial physical risk. This subsection is not intended to be used for purposes of general welfare or to limit intensity of development or use, but to protect and recognize the authority of CITY to deal with endangerments not adequately addressed at the time of the adoption of this Agreement.
- (6) Codes, ordinances and regulations relating to construction standards or permits, for example, building and fire codes, shall apply as of the time of grant of each applicable construction permit except to the extent that such are in conflict with a Vested Element. In the case of conflict, the new codes, ordinances and regulations shall apply to new construction to the same extent as would be applicable in the case of substantial reconstruction of an existing structure.

Section 3. OBLIGATIONS OF THE PARTIES.

A. DEVELOPER's Obligations.

- (1) If DEVELOPER elects to develop the Subject Property, said development shall be in accordance with the Planned Development Zoning PDCSH 99-05-054 and Planned Development Permit(s) issued for the Subject Property and DEVELOPER shall comply with the conditions of said permit(s), for each applicable phase of development, including landscaping improvements and congestion management actions in the time and manner specified therein;

provided however, that CITY's remedies under this Section 3.A. shall be limited to the remedies set forth in Section 4.B. of this Agreement.

- (2) DEVELOPER agrees to make good faith efforts to participate in the voluntary San Jose First Employment program, in which CITY will provide employment screening and referral services for qualified job applicants to San Jose firms; and to continue to work collaboratively with CITY staff to maximize local allocation of revenue sources, provided that DEVELOPER's participation in these voluntary programs does not require additional administrative burdens or costs on DEVELOPER in its good faith estimation.

B. CITY's Obligations.

- (1) City's Good Faith in Processing. CITY agrees that it will accept, process and review, in good faith and in a timely manner in accordance with the terms of this Agreement and Section 2.C. and 2.D. hereof, all complete applications for development permits (including subsequent Planned Development Permit(s)), lot line adjustments, certificates of compliance or other entitlements for use of the Subject Property in accordance with the General Plan and in full compliance with all applicable laws including, but not limited to the Subdivision Map Act, in order to fulfill the intent of this Agreement, and that all development permits will be subject to the CITY Planning Department's Special Handling Process.
- (2) Cooperation with Developer. Subject to the reserved discretionary approvals set forth in Section 2.C. and the provisions of Section 2.D. hereof, CITY agrees to cooperate with DEVELOPER in securing all permits which may be required by CITY and in implementing the conditions of approval. CITY shall also cooperate with DEVELOPER in its endeavors to obtain any permits or approvals required from other governmental or quasi-governmental agencies having jurisdiction affecting the development of, or provision of services to, the Project. CITY agrees to consider use of its eminent domain powers in connection with public right-of-ways and improvements; provided that use of its eminent domain powers shall be in the sole discretion of CITY and subject to applicable laws.

Section 4. DEFAULT, REMEDIES, TERMINATION.

- A. General Provisions. The provisions relating to defaults, remedies, termination and annual review of this Agreement shall be those provisions set forth in Sections 13 and 15 of the Development Agreement Ordinance, which are incorporated herein by reference.
- B. Legal Actions. In addition to any other rights or remedies, a party may institute legal proceedings for mandamus, specific performance or other injunctive or declaratory relief to enforce this Agreement. In no event shall the CITY be liable to DEVELOPER or shall DEVELOPER be liable to CITY in damages for any breach or violation of this Agreement.
- C. Applicable Law and Attorney's 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 a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the Court. Reasonable attorney's fees of the City Attorney's Office shall be based on comparable fees of private attorneys practicing in Santa Clara County.

Section 5. HOLD HARMLESS AGREEMENT.

- A. DEVELOPER hereby agrees to and shall 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, including death, as well as from claims for property damage which may arise from DEVELOPER or DEVELOPER's contractors', subcontractors', agents' or employees' operations under this Agreement, whether such operations be by DEVELOPER, or by any of DEVELOPER's contractors, subcontractors, or by any one or more persons employed by, or acting as agent for, DEVELOPER or any of DEVELOPER's contractors or subcontractors, excepting suits and actions brought by DEVELOPER for default of this Agreement or arising from the active negligence or willful misconduct of the CITY or its elected and appointed representatives, officers, agents and employees. DEVELOPER agrees to and shall pay CITY's costs of defense (or, at the sole option of CITY, DEVELOPER shall defend with

counsel reasonably approved by the City Attorney) and indemnify CITY and its elective and appointive boards, commissions, officers, agents and employees 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 DEVELOPER), such indemnification to include all costs of defense, judgments and any awards of attorneys' fees.

Section 6. PROJECT AS A PRIVATE UNDERTAKING.

It is specifically understood and agreed by and between the parties hereto that the development of the Subject Property is a separately undertaken private development. No partnership, joint venture or other association of any kind between DEVELOPER and CITY is formed by this Agreement.

Section 7. GENERAL.

- A. The CITY agrees that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement and the Development Agreement Ordinance, this Agreement shall be enforceable according to its terms, subject to the reserved discretionary approvals and other matters set forth in Section 2 hereof, by DEVELOPER notwithstanding any change hereafter in any applicable general plan, zoning ordinance, subdivision ordinance or building regulation adopted by CITY 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. Nothing herein shall be construed to limit the authority of CITY to fix the amount of fees which may otherwise lawfully imposed by CITY, as set forth in Section 2.D. of this Agreement.
- B. 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.
- C. Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties (or Permitted Assignees) to this Agreement.

Section 8. CONSTRUCTION.

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

Section 9. NOTICES.

All notices required by this Agreement, the Development Agreement Ordinance, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by first class, postage prepaid.

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

Director of Planning
City of San Jose
801 North First Street
San Jose, CA 95110

with copies to:

City Attorney
City of San Jose
151 West Mission Street
San Jose, CA 95110

Notice required to be given to the DEVELOPER shall be addressed as follows:

CISCO TECHNOLOGIES, INC.
ATTN: Ellen Jamason
Director of Real Estate
170 W. Tasman
San Jose, CA 95134

with copies to:

Brobeck, Phleger & Harrison
ATTN: Susan R. Diamond, Esq.
One Market
Spear Street Tower
San Francisco, CA 94105

Any 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.

Section 10. MORTGAGE PROTECTION.

- A. Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Subject Property or any portion thereof after the date of recording the Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee"), who acquires title or possession to the Subject Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, eviction or otherwise. The term "Mortgagee" shall include any holder of fee title to the Subject Property subject to a lease with option to purchase.
- B. Mortgagee Not Obligated. Notwithstanding the provisions of Section 10. A. above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Subject Property to any use except in full compliance with the Master Permit nor to construct any improvements thereon or institute any uses other than those uses or improvements provided for or authorized by the Agreement, or otherwise under the existing approvals.
- C. Notice of Default to Mortgagee. If CITY receives a notice from a Mortgagee requesting a copy of any notice of default given DEVELOPER hereunder and specifying the address for service thereof, then CITY agrees to use its best efforts to deliver to such Mortgagee, concurrently with service thereon to DEVELOPER,

any notice given to DEVELOPER with respect to any claim by CITY that DEVELOPER has committed an event of default, and if CITY makes a determination of noncompliance hereunder, CITY shall likewise use its best efforts to serve notice of such noncompliance on such Mortgagee concurrently with service thereon on DEVELOPER. Each Mortgagee shall have the right during the same period available to DEVELOPER to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in CITY's notice. If a Mortgagee shall be required to obtain possession in order to cure any default, the time to cure shall be tolled so long as the Mortgagee is attempting to obtain possession, including by appointment of a receiver or foreclosure.

Section 11. DUPLICATE ORIGINALS

This Agreement is executed in 5 duplicate originals, each of which is deemed to be an original. This Agreement consists of 20 pages and 3 exhibits which constitutes the entire understanding and agreement of the parties. Said exhibits are identified as follows:

Exhibit A: Description of the Subject Property

Exhibit B: General Development Plan for Planned Development Zoning
PDCSH 99-05-054

Exhibit C: Summary of Vested Elements

Section 12. ESTOPPEL CERTIFICATE.

DEVELOPER may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) the Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and (c) the requesting party is not in default in the performance of its obligations under the Agreement, or if in default, to describe therein the nature and amount of any such defaults. CITY agrees to cooperate with DEVELOPER and process such request in good faith. Either the City

Manager or the Planning Director of CITY shall have the right to execute any certificate requested by DEVELOPER hereunder.

SECTION 13. RECORDATION.

Within ten (10) days after the effective date of this Agreement, the City Clerk shall have the Agreement recorded with the County Recorder. If the parties to the Agreement or their successors in interest amend or cancel the Agreement as hereinabove provided, or if the CITY terminates or modifies the Agreement as hereinabove provided, the City Clerk shall have notice of such action recorded with the County Recorder.

SECTION 14. ENFORCED DELAY.

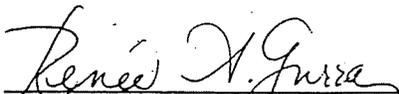
In addition to specific provisions of this Agreement, neither party shall be deemed to be in default under this Agreement where delays in performance or failures to perform are due to war, insurrection, strikes, or other labor disturbances, walkouts, riots, floods, earthquakes, fires, inclement weather, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, judicial decisions, administrative appeals, litigation or similar basis for excused performance which is not within the reasonable control of the party to be excused. Upon the request of either party hereto, extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

WITNESS THE EXECUTION THEREOF on the day and year first hereinabove written.

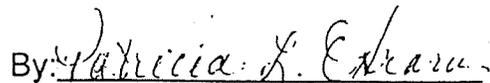
"CITY"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

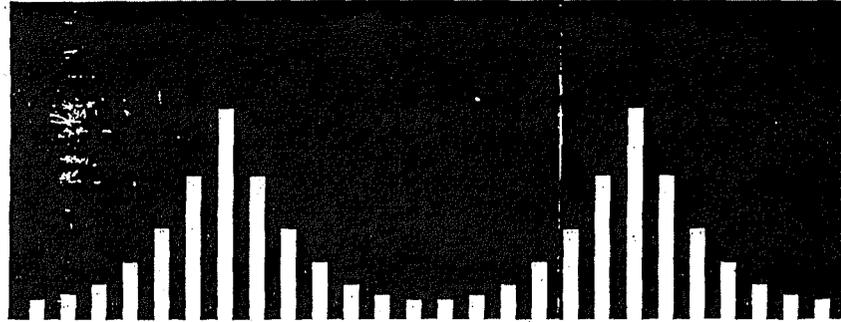


THOMAS B. RUBY
Senior Deputy City Attorney

By: 

PATRICIA L. O'HEARN
City Clerk

CISCO SYSTEMS

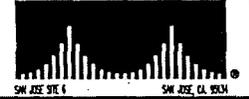


SAN JOSE SITE 6

SAN JOSE, CALIFORNIA

SITE 6

CISCO SYSTEMS

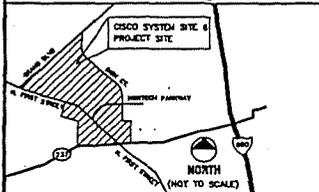


DEVCON CONSTRUCTION INCORPORATED

GENERAL DEVELOPMENT PLAN EXHIBIT "C"

BEST AVAILABLE COPY

VICINITY MAP



JOB DIRECTORY

BUILDING OWNER
CISCO SYSTEMS
170 WEST TASHMAN DR.
SAN JOSE, CA 95134

DEVELOPER
CLM & ASSOCIATES
123 RIO ROBLES- BLDG. H
SAN JOSE, CA 95134
CONTACT: CRAIG SHANNING
TEL: (408) 526-7272
FAX: (408) 527-7088

GENERAL CONTRACTOR
DEVCON CONSTRUCTION, INC.
2-1532 EAST CLIFF DRIVE
SANTA CRUZ, CA 95062
CONTACT: PETER COPPINZA
TEL: (408) 943-8200
FAX: (408) 282-2342

ARCHITECT
DEVCON CONSTRUCTION, INC.
335 LOS COCHES
MULFAS, CA 95035
CONTACT: BARRY L. LIVING, A.L.A.
DRENT CONCRETE
TEL: (408) 942-8200
FAX: (408) 848-7713

LANDSCAPE ARCHITECT
GUEZZARDI & ASSOCIATES, INC.
836 MONTGOMERY STREET
SAN FRANCISCO, CA 94133
CONTACT: PAUL LETTERER
TEL: (415) 433-4872
FAX: (415) 433-5003

CIVIL ENGINEER
KIER & WRIGHT
3350 SCOTT BLVD., BLDG. 32
SANTA CLARA, CA 95054
CONTACT: BARRY SCHWITT
TEL: (408) 278-1700
FAX: (408) 727-5841

TRANSPORTATION
HEXADON
40 SOUTH MARKET ST. STE 800
SAN JOSE, CA 95113
TEL: (408) 871-8100
FAX: (408) 871-8102

GEOLOGICAL CONSULTANT
LOWNEY ASSOCIATES
405 CLYDE AVE.
MOUNTAIN VIEW, CA 94043
CONTACT: BARRY BUTLER
TEL: (408) 987-2383
FAX: (408) 987-2343

CONCEPTUAL GRADE DRAIN PLAN:
SCHAAF & WHEELER
100 N. WINCHESTER BLVD., #200
SANTA CLARA, CA 95050
CONTACT: KIRK WHEELER
TEL: (408) 246-4848
FAX: (415) 248-5824

**BIOLOGICAL CONSULTANT/
ARCHIOLOGICAL CONSULTANT**
DAVID J. POWERS & ASSOCIATES
1843 THE ALAMOGA, SUIT 204
SAN JOSE, CA 95128
TEL: (408) 248-3500
FAX: (408) 248-9841

PROJECT INFORMATION

TOTAL SITE AREA 151,547 AC. (8,645,819 SQ. FT.)
OPEN SPACE / HABITAT 37.2 AC.
TOTAL BUILDING FLOOR AREA 2,325,000 SQ. FT.
F. A. R. 35X
TOTAL SITE PARKING 7,783 SPACES
TOTAL SITE PARKING RATIO 3.37/1000
TOTAL SITE LANDSCAPE AREA - 25X

PHASE 1
BUILDING FLOOR AREA 1,600,000 SQ. FT.
PARKING 5,371 SPACES

PHASE 2
BUILDING FLOOR AREA 725,000 SQ. FT.
PARKING 2,392 SPACES

CONSTRUCTION SCHEDULE

PHASE 1
START 4-01-00
COMPLETE 12-01-00

PHASE 2
START 1-02-02
COMPLETE 1-01-03

SHEET INDEX

SHT. NO. DESCRIPTION

TITLE SHEET
01 TITLE SHEET

MAP OF PD ZONING DIST.
01 LAND USE PLAN
02a IMPROVEMENT MEASURES
02b EXISTING SITE PLAN

SITE PLAN
03 CONCEPTUAL SITE PLAN

GRADING AND DRAINAGE PLAN
04a CONCEPTUAL GRADING PLAN-KEY PLAN
04b CONCEPTUAL GRADING PLAN
04c CONCEPTUAL GRADING PLAN
04d CONCEPTUAL GRADING PLAN
04e CONCEPTUAL GRADING PLAN
04f CONCEPTUAL GRADING PLAN

BUILDING ELEVATIONS
05a CONCEPTUAL ELEVATIONS- BLDG# 2639
05b CONCEPTUAL ELEVATIONS- BLDG# 2637
05c CONCEPTUAL ELEVATIONS- BLDG# 2638
05d CONCEPTUAL ELEVATIONS- BLDG# 26

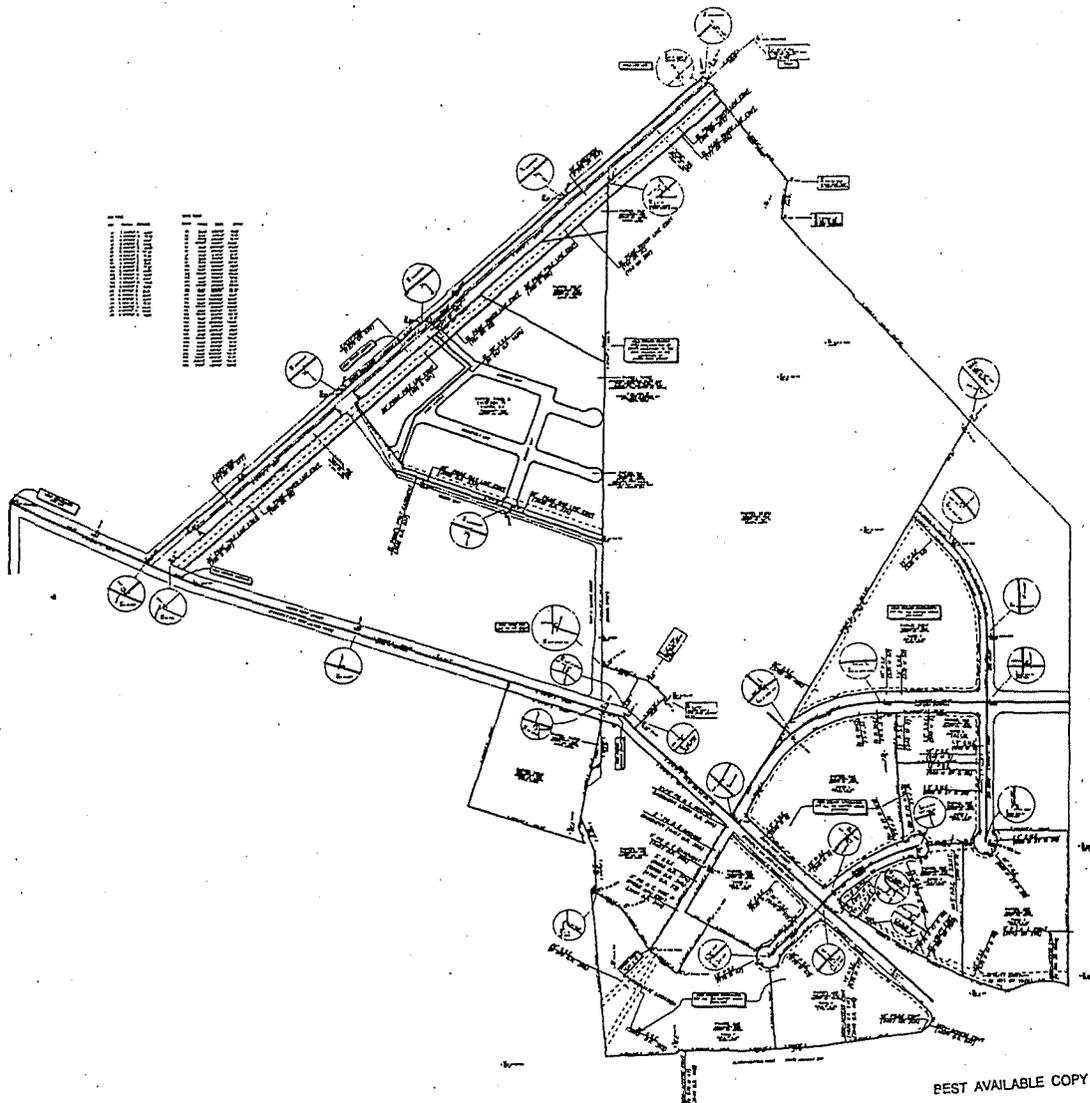
LANDSCAPE AND IRRIGATION PLAN
06a ILLUSTRATIVE EXAMPLE OF A BIODYNAMIC LANDSCAPE PLAN
06b SITE 6 - ENTRY STREET CONCEPT
06c SITE 6 - ENTRY STREET CONCEPT

DETAILS
06a BIODYNAMIC LANDSCAPE PLAN

NOTES:
1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
2. ALL DIMENSIONS SHALL BE MEASURED TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS SHALL BE MEASURED TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.
4. ALL DIMENSIONS SHALL BE MEASURED TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.
5. ALL DIMENSIONS SHALL BE MEASURED TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.
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9. ALL DIMENSIONS SHALL BE MEASURED TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.
10. ALL DIMENSIONS SHALL BE MEASURED TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

REVISIONS			
NO.	DATE	DESCRIPTION	BY

TITLE SHEET	
JOB NO. 98-318	SHEET NO.
DATE: 6-2-2000	1
DRAWN: bcd	OF SHEETS
CHECKED: BRYNT	
ISSUE: PLANT, SMITH	



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0 100' 200' 400'
SCALE: 1" = 200'-0"

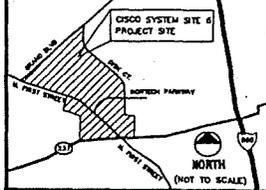
CISCO SYSTEMS

SH 27E, 27E 6 SH 27E, 27E 6

DEVCON CONSTRUCTION INCORPORATED

2000 Lee Jackson Street
Baltimore, Maryland 21204
(410) 524-1000

VICINITY MAP



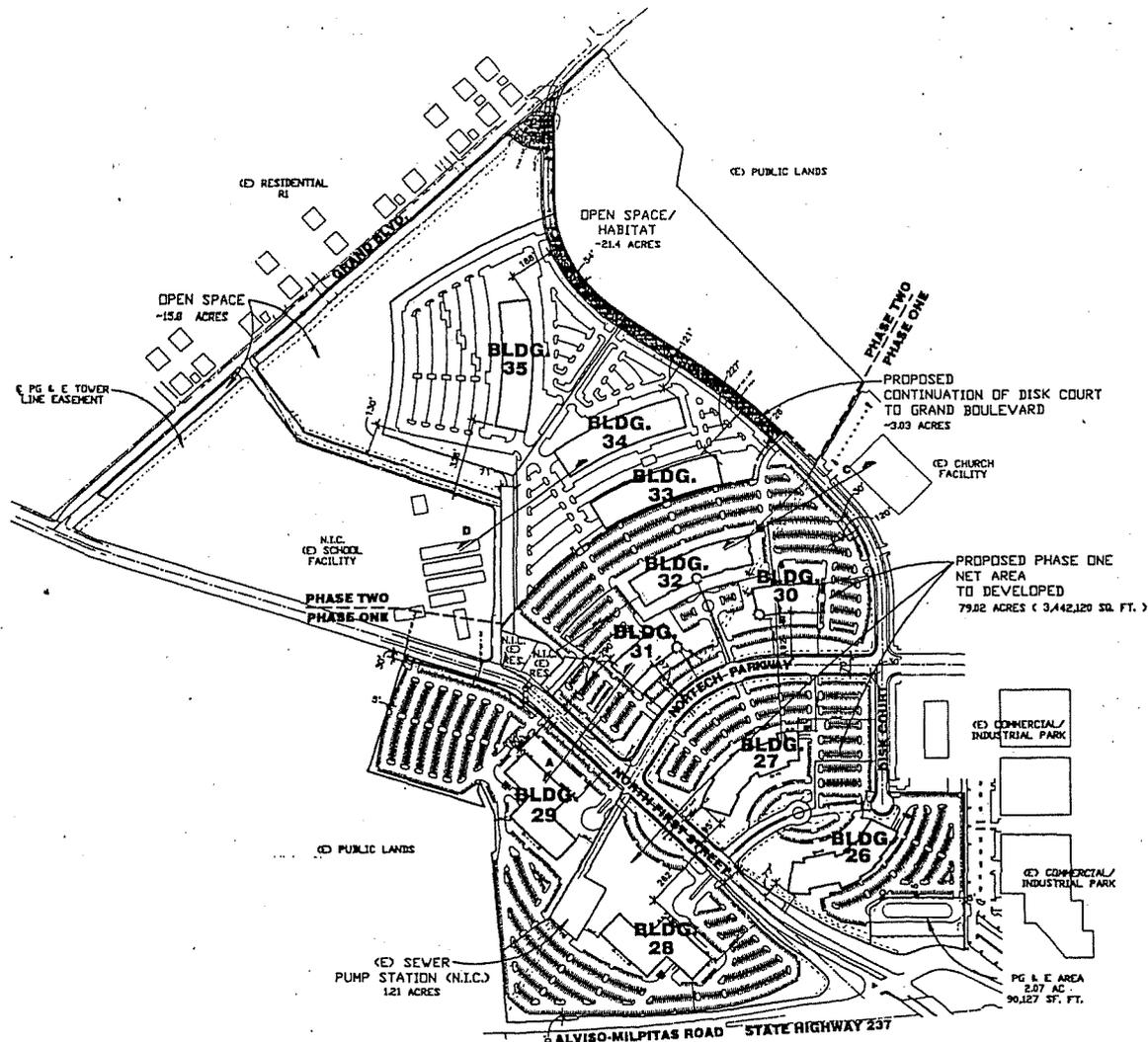
NOTES:
1. THE INFORMATION SHOWN ON THIS PLAN IS BASED ON THE RECORD DRAWINGS AND SURVEY DATA PROVIDED TO THE ENGINEER BY THE CLIENT. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL VERIFICATION OF THE INFORMATION SHOWN ON THIS PLAN AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN.
2. THE INFORMATION SHOWN ON THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.
3. THE ENGINEER IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.
4. THE ENGINEER IS NOT RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR DELAYS.
5. THE ENGINEER IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY.
6. THE ENGINEER IS NOT RESPONSIBLE FOR ANY COSTS INCURRED BY THE CLIENT.
7. THE ENGINEER IS NOT RESPONSIBLE FOR ANY DELAYS TO THE PROJECT.
8. THE ENGINEER IS NOT RESPONSIBLE FOR ANY OTHER MATTERS.
9. THE ENGINEER IS NOT RESPONSIBLE FOR ANY OTHER MATTERS.
10. THE ENGINEER IS NOT RESPONSIBLE FOR ANY OTHER MATTERS.

REVISIONS

NO.	DATE	DESCRIPTION	BY

EXISTING SITE PLAN

JOB NO. 88-318	SHEET NO.
DATE: 2-28-2000	2b
DRAWN: ACS	
CHECKED: BRENT	
ISSUE: PD EDCING	OF SHEETS



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SEE EXISTING SITE PLAN AND CIVIL DRAWINGS FOR ADDITIONAL EASEMENT INFORMATION.



0 100' 200' 400'
SCALE: 1" = 200'-0"

CISCO SYSTEMS



DEVCON CONSTRUCTION INCORPORATED

380 Los Gatos Street
Milpitas, California 95035
(415) 951-1000

GENERAL DEVELOPMENT PLAN EXHIBIT C

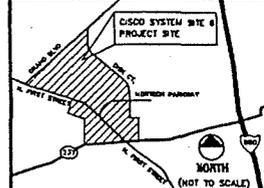
SITE DATA

TOTAL SITE AREA	192.867 AC (8,643,819 S.F.)
HABITAT / OPEN SPACE	- 37.2 AC
TOTAL BUILDING FLOOR AREA	3,325,000 SQ. FT.
F. A. R.	35%
TOTAL SITE PARKING	7,743 SPACES
TOTAL SITE PARKING RATIO	3.3/1000
TOTAL SITE LANDSCAPE AREA	- 25%

PHASE 1
BUILDING FLOOR AREA 1,800,000 SQ. FT.
PARKING 3,371 SPACES

PHASE 2
BUILDING FLOOR AREA 725,000 SQ. FT.
PARKING 2,392 SPACES

VICINITY MAP



NOTES:
1. THIS PLAN IS A GENERAL DEVELOPMENT PLAN AND DOES NOT CONSTITUTE AN OFFER OF ANY PARTICULAR TYPE OF INVESTMENT OR A GUARANTEE OF ANY PARTICULAR TYPE OF INVESTMENT.
2. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE OF CALIFORNIA.
3. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE OF CALIFORNIA.
4. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE OF CALIFORNIA.
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8. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE OF CALIFORNIA.
9. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE OF CALIFORNIA.
10. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE OF CALIFORNIA.

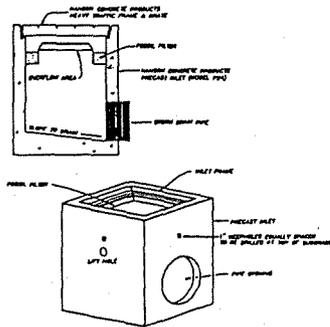
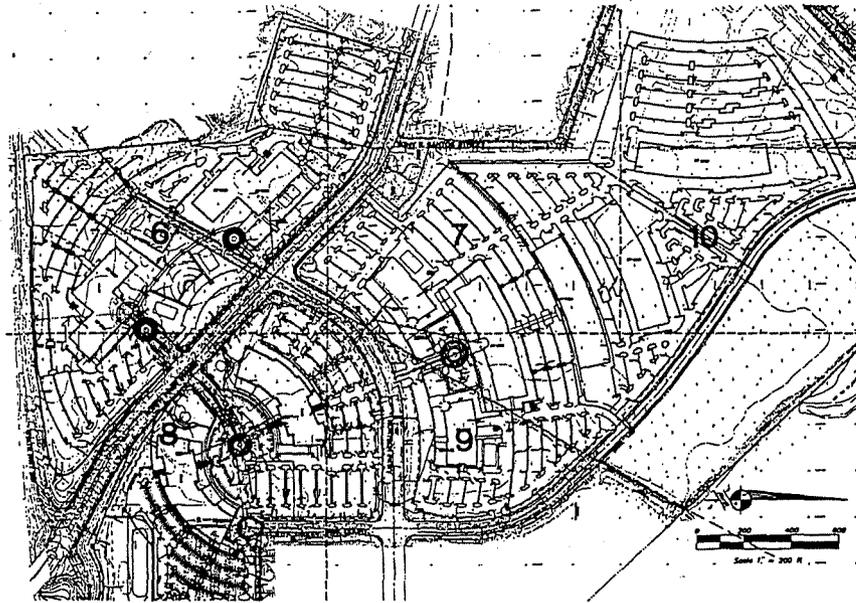
REVISIONS

NO.	DATE	DESCRIPTION	BY

SITE PLAN

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DATE: 8-2-2000	3
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CHECKED: BRENT	
ISSUE: PG 20400	OF SHEETS

88-054 5

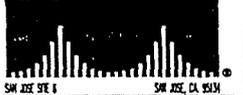


DROP INLET WITH FOSSIL FILTER
(FOR OIL SEPARATION)

NOT TO SCALE

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CISCO SYSTEMS

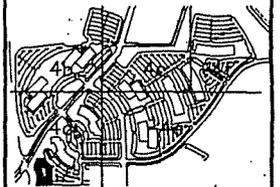


CONSTRUCTION
INCORPORATED

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
3100 Scott Boulevard, Building 22 (408) 727-6663
Santa Clara, California 95054 Fax (408) 727-5641

NO. 12-31-2000

KEY PLAN



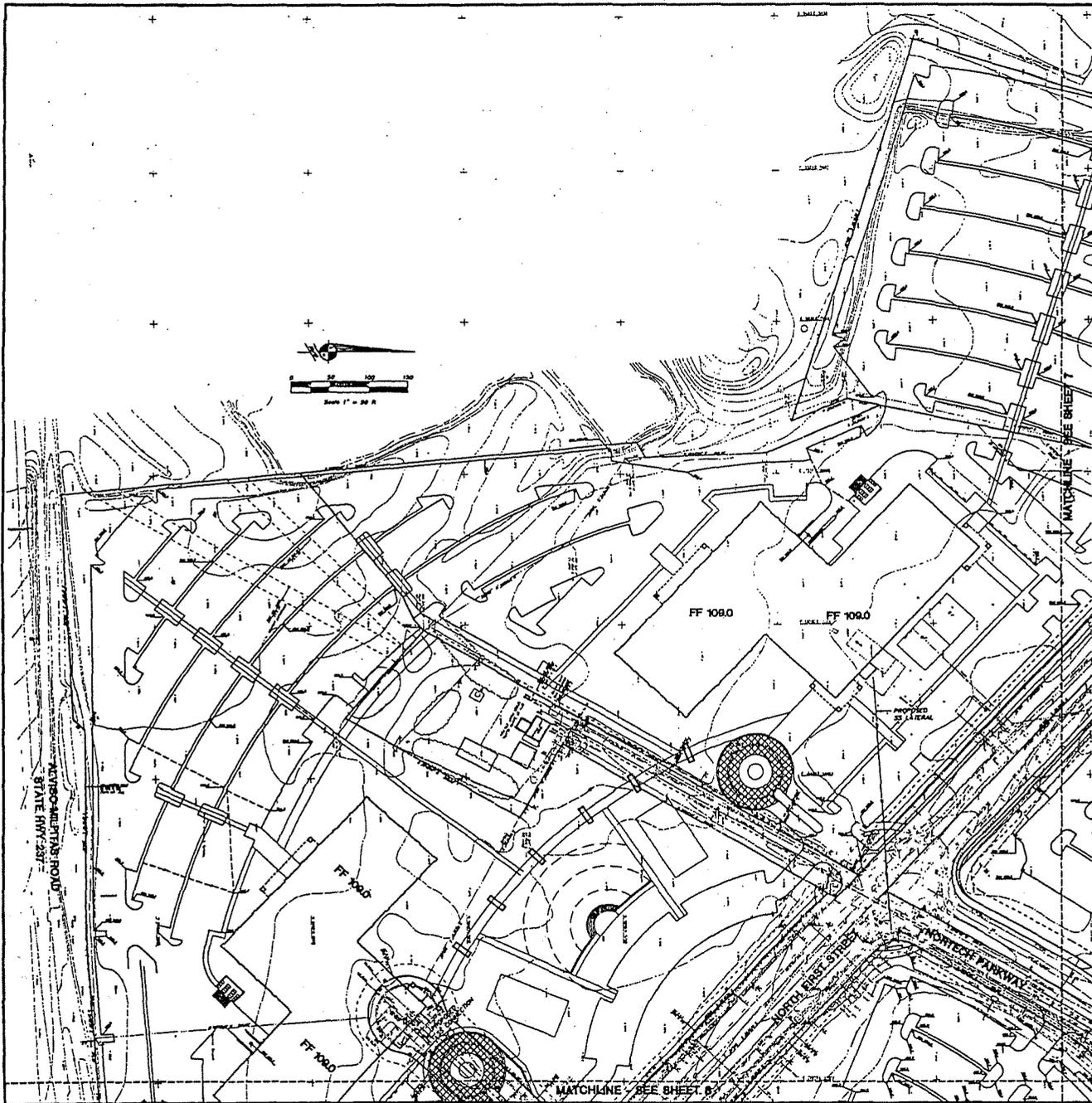
REVISIONS

NO.	DATE	DESCRIPTION	BY

KEY MAP

JOB NO. 88-318	SHEET NO. 4a
DATE: 7-28-00	
DRAWN: WDH	
CHECKED:	
ISSUE: PD TOWING	OF SHEETS

88-054



NOTE:
PARKING LOT DRAINAGE TO CONNECT
TO STORM DRAINAGE SYSTEMS IN
NORTH FIRST STREET.

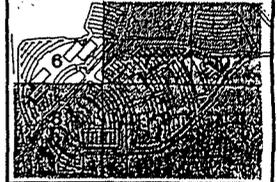
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KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
3330 Scott Boulevard, Building 22 (408)727-6665
Santa Clara, California 95054 FAX (408)727-6641

BY: BARRY SCHMIDT DATE: 02/28/00
EMP: 12-31-2000

KEY PLAN



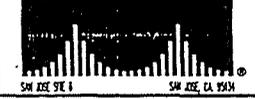
REVISIONS

NO.	DATE	DESCRIPTION	BY

GRADING PLAN		SHEET NO.
JOB NO. 99-319	DATE 2-28-00	4b
DRAWN: WCH	CHECKED:	
ISSUE: PD ZONING	OF SHEETS	

99-154 7

CISCO SYSTEMS

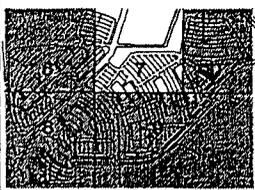


DEVCON
CONSTRUCTION
INCORPORATED

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
3350 Scott Boulevard, Building 22 (408) 727-4665
Santa Clara, California 95054 Fax (408) 727-5641

H. BARRY SCHWARTZ REG. 37543 DATED
DEC. 12-31-2008

KEY PLAN



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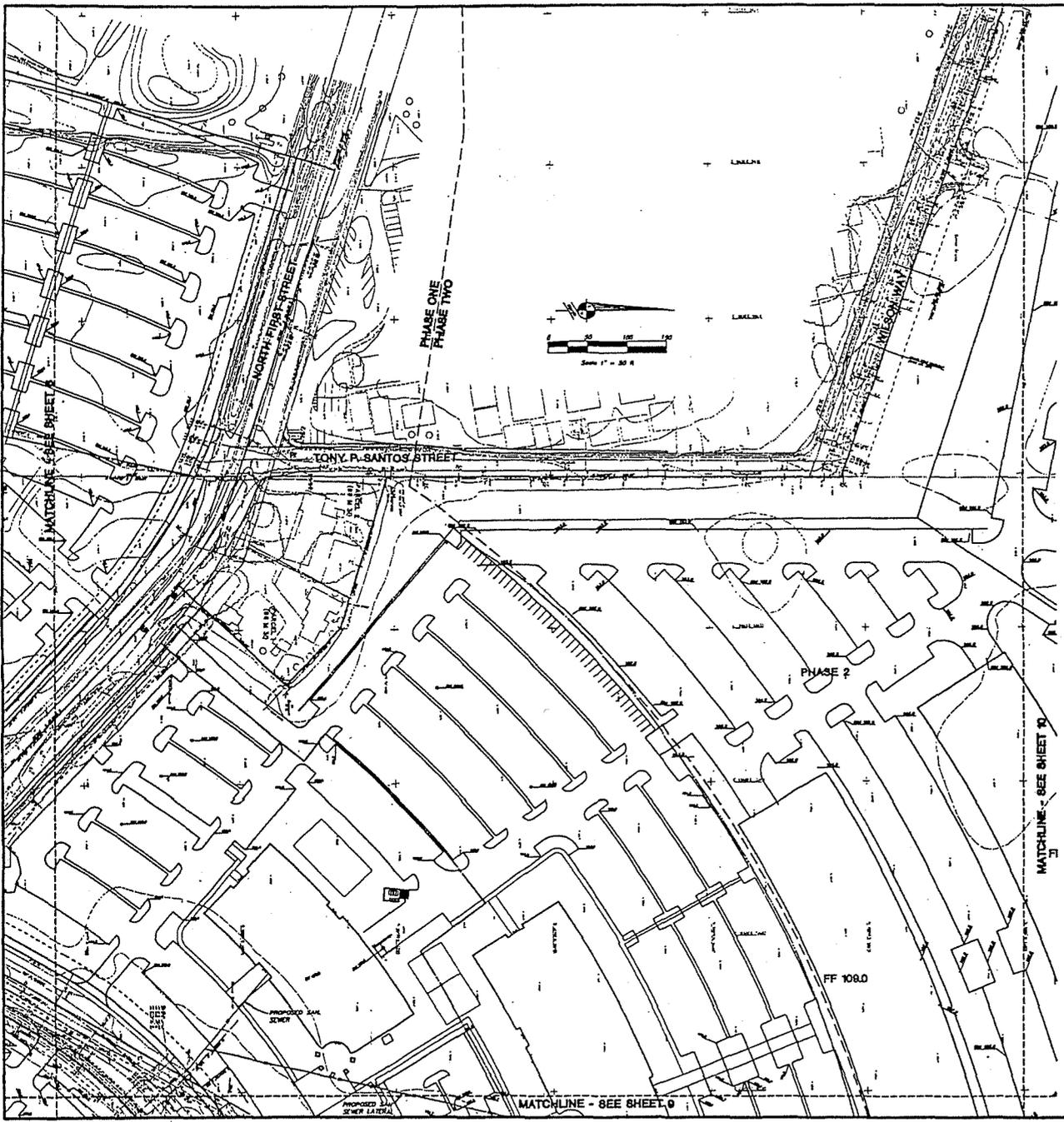
NOTES:
1. THIS PLAN IS THE PROPERTY OF KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. ANY UNAUTHORIZED REPRODUCTION OR TRANSMISSION OF THIS PLAN IS STRICTLY PROHIBITED.
2. THIS PLAN IS THE PROPERTY OF KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. ANY UNAUTHORIZED REPRODUCTION OR TRANSMISSION OF THIS PLAN IS STRICTLY PROHIBITED.
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REVISIONS

NO.	DATE	DESCRIPTION	BY

GRADING PLAN

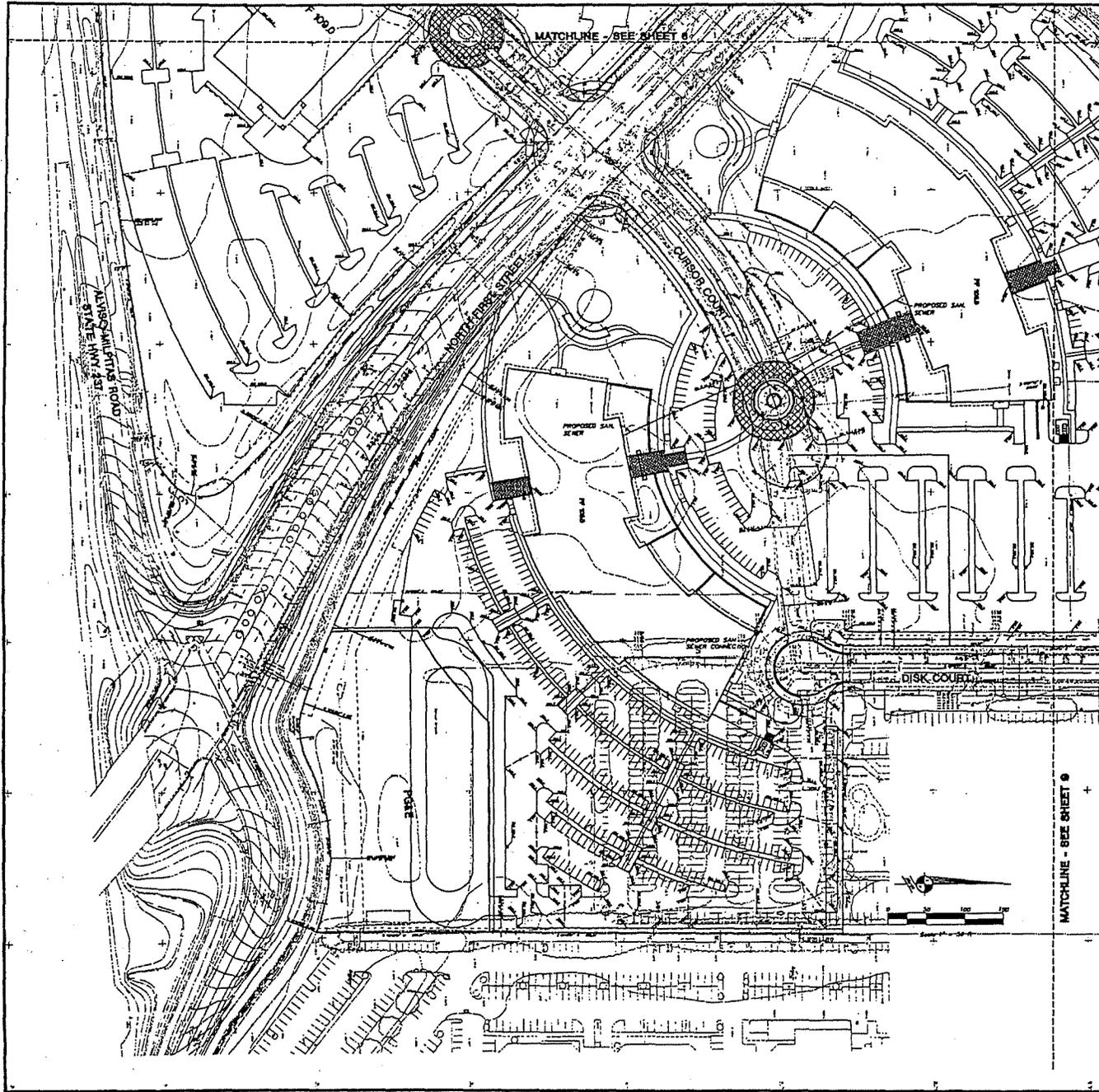
JOB NO. 88-318	SHEET NO.
DATE: 2-28-00	4c
DRAWN: WEH	
CHECKED:	
ISSUE: PD ZONING	OF SHEETS



MATCHLINE - SEE SHEET 0

MATCHLINE - SEE SHEET 9

88-034 8



NOTE:
PARKING LOT DRAINAGE TO CONNECT
TO STORM DRAINAGE SYSTEMS IN
DISK COURT AND CURSOR COURT.

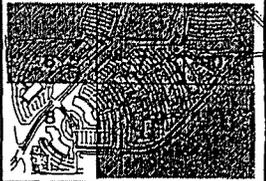
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KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
3350 Scott Boulevard, Building 22 (408) 737-6665
Santa Clara, California 95054 FAX (408) 737-5641

AL BARRY BOHART ACE 3/1/83 DATE
Exp. 12-31-2000

KEY PLAN



NOTES:
1. This plan shows the proposed parking lot drainage systems, storm drainage systems, and proposed sewer lines. The proposed sewer lines are shown in dashed lines. The proposed storm drainage systems are shown in solid lines. The proposed parking lot drainage systems are shown in dotted lines. The proposed sewer lines are shown in dashed lines. The proposed storm drainage systems are shown in solid lines. The proposed parking lot drainage systems are shown in dotted lines.

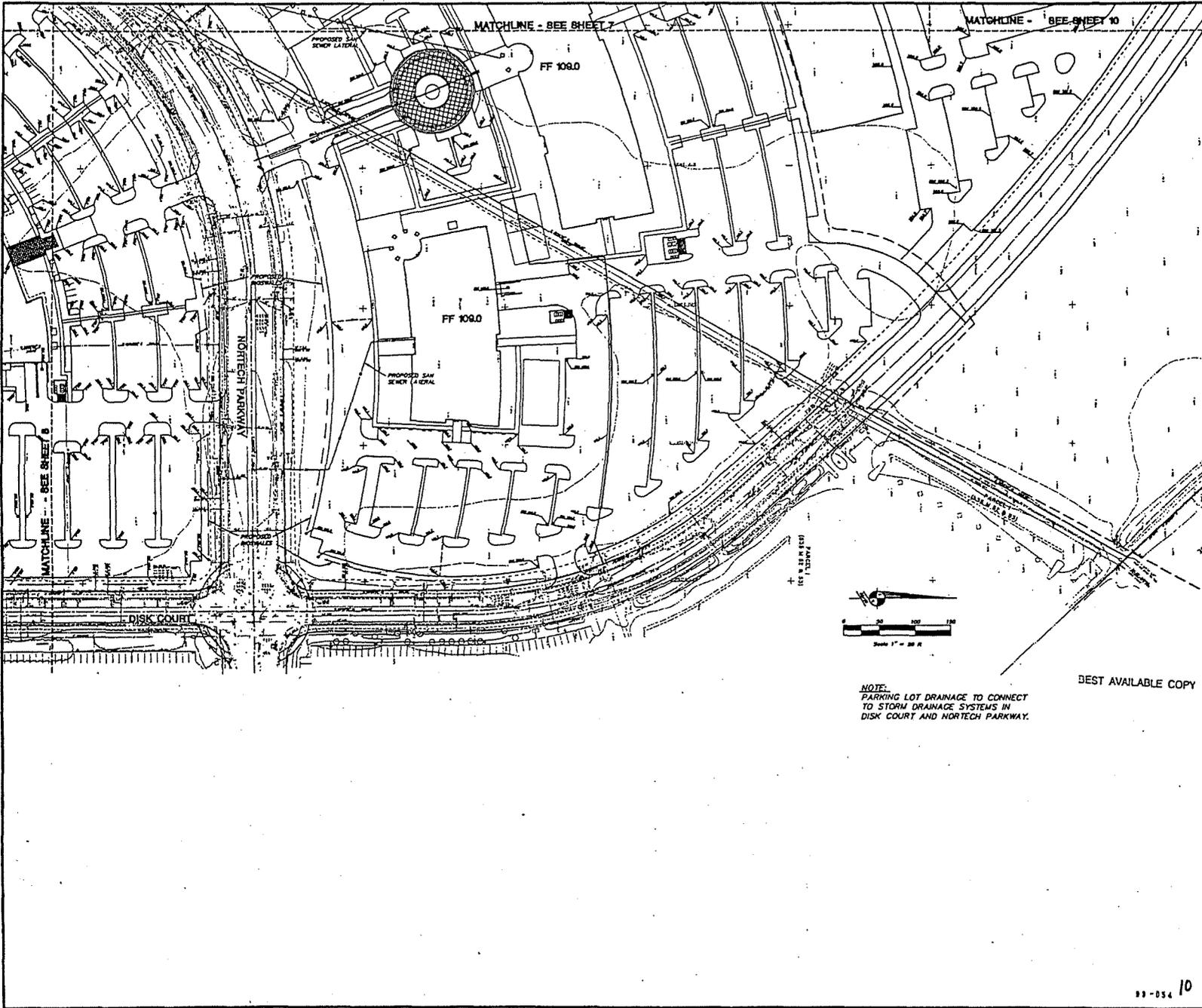
REVISIONS

NO.	DATE	DESCRIPTION	BY

GRADING PLAN

JOB NO. 88-318	SHEET NO.
DATE: 2-28-00	4d
DRAWN: WEX	
CHECKED:	
ISSUE: PD ZONING	OF SHEETS

88-084 9



NOTE:
 PARKING LOT DRAINAGE TO CONNECT
 TO STORM DRAINAGE SYSTEMS IN
 DISK COURT AND NORTECH PARKWAY.

BEST AVAILABLE COPY

CISCO SYSTEMS

SM. REC. 3E 1 SM. REC. CL. 9531

DEVCON CONSTRUCTION INCORPORATED

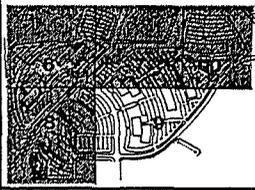
888 Los Diablos Street
 Milpitas, California 95035
 (408) 951-1000

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

3350 Scott Boulevard, Building 22 (408) 727-6663
 Santa Clara, California 95054 Fax (408) 727-5641

BY BARRY SCHWARTZ REC 20143 DATE 12-31-2000

KEY PLAN



THIS PLAN, SPECIFICATIONS, CONTRACT AND PERMITS, CONTRACT DOCUMENTS, AND ALL OTHER DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

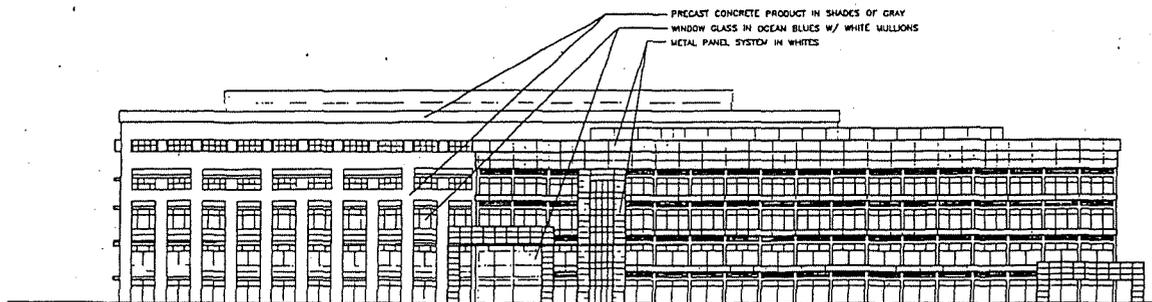
REVISIONS

NO.	DATE	DESCRIPTION	BY

GRADING PLAN

JOB NO. 80-309	SHEET NO.
DATE: 2-28-00	4e
DRAWN: MEH	
CHECKED:	
ISSUE: PD ZONING	OF SHEETS

83-054 10



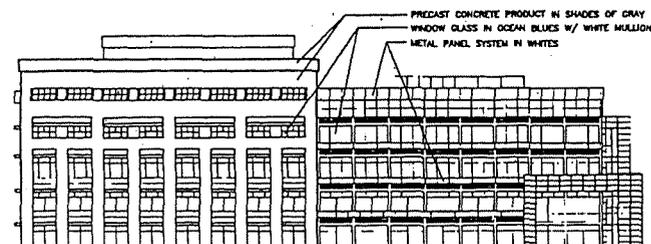
(A) ELEVATION
SCALE: 1/20'



(B) ELEVATION
SCALE: 1/20'

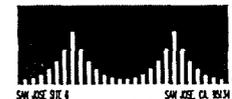


(C) ELEVATION
SCALE: 1/20'



(D) ELEVATION
SCALE: 1/20'

CISCO SYSTEMS



SM 052 SITE 1

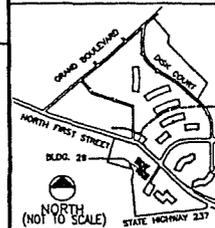
SM 052, CL 0131

DEVCON CONSTRUCTION INCORPORATED

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Walton, California 95786
(916) 866-1414

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KEY PLAN



CONCEPTUAL ELEVATIONS
BLDG(S) 28,29

REVISIONS

NO.	DATE	DESCRIPTION	BY

CONCEPTUAL ELEVATIONS
BLDG(S) 28,29

JOB NO. 99-318	SHEET NO.
DATE: 2-28-2000	5a
DRAWN: bd	
CHECKED: BRYANT	
ISSUE: PD 2004C	OF SHEETS

ILLUSTRATIVE:

- * FLOOR PLAN
- * BUILDING HEIGHTS
- * BUILDING ELEVATIONS

99-054 12

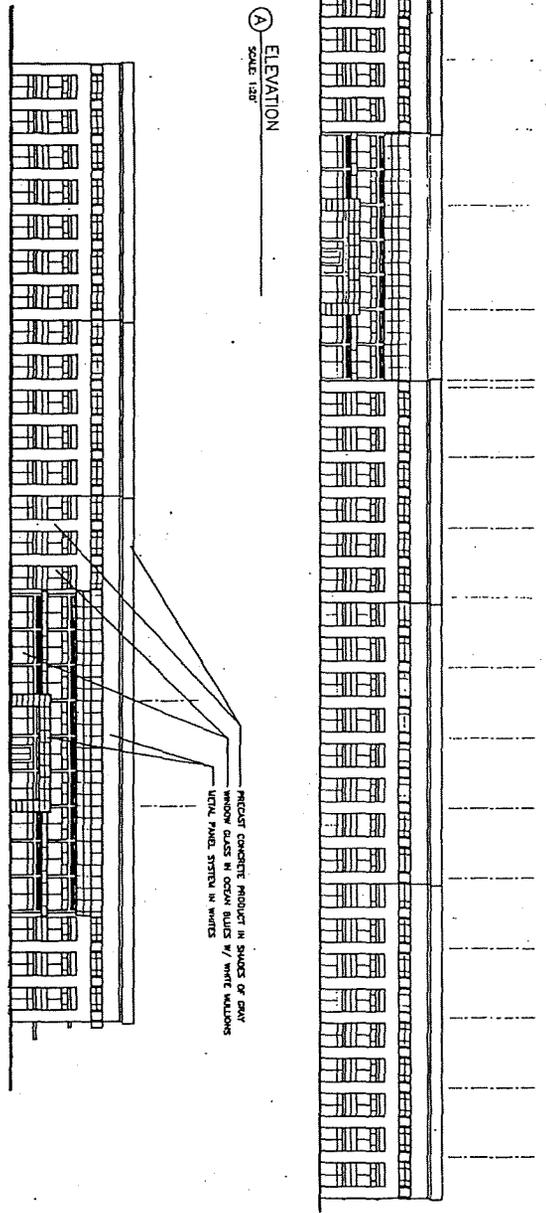
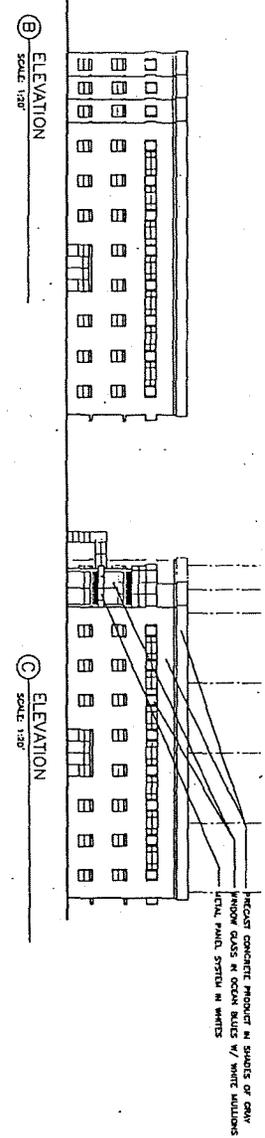


DEYCON
CONSTRUCTION
INDEPENDENT

KEY PLAN

DEYCON CONSTRUCTION INDEPENDENT

1851 AVANUE, C.C.



D ELEVATION
SCALE 1/8"

ILLUSTRATIVE:

- BUILDING HEIGHTS
- BUILDING ELEVATIONS

11-0111 13

CONCEPTUAL ELEVATIONS
BLDG(S) 26,27

JOB NO. 88-211	SHEET NO.
DATE 2-28-2000	5b
DRAWN BY	OF SHEETS
CHECKED BY	
ISSUED BY	

REVISIONS

NO.	DATE	DESCRIPTION	BY

CISCO SYSTEMS

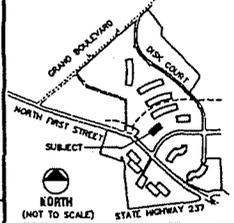


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385 East Bayshore Street
Palo Alto, California 94301
(415) 321-1000 FAX (415) 321-1001

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KEY PLAN



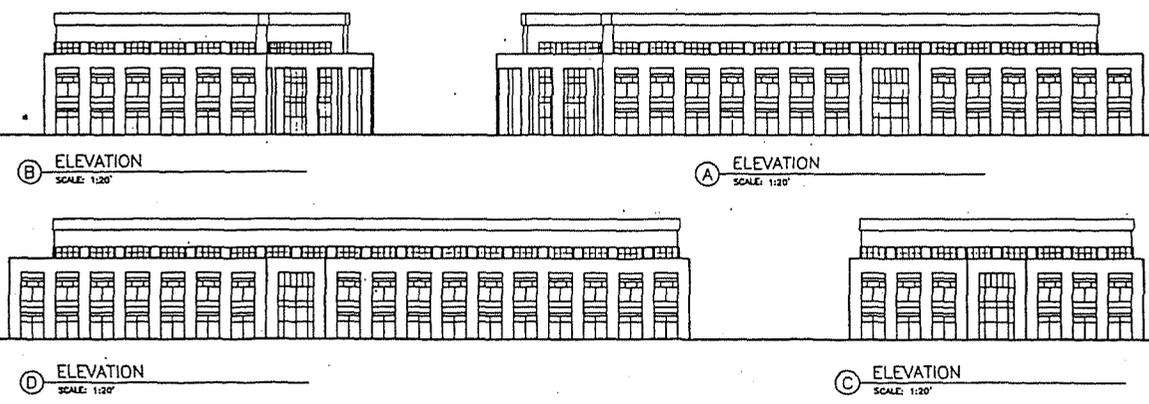
NOTES:
1. THESE ELEVATIONS ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THESE ELEVATIONS.
2. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE INFORMATION PROVIDED BY THE CLIENT AND HAS FOUND IT TO BE REASONABLY ACCURATE.
3. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE INFORMATION PROVIDED BY THE CLIENT AND HAS FOUND IT TO BE REASONABLY ACCURATE.
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10. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE INFORMATION PROVIDED BY THE CLIENT AND HAS FOUND IT TO BE REASONABLY ACCURATE.

REVISIONS

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CONCEPTUAL ELEVATIONS
BLDG(S) 30,31

JOB NO. 88-318	SHEET NO.
DATE: 2-28-2000	5c
DRAWN: b4	
CHECKED: BRENT	
ISSUE: PD 2000	OF SHEETS



(B) ELEVATION
SCALE: 1/20'

(A) ELEVATION
SCALE: 1/20'

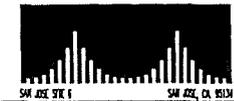
(D) ELEVATION
SCALE: 1/20'

(C) ELEVATION
SCALE: 1/20'

ILLUSTRATIVE:
• BUILDING HEIGHTS
• BUILDING ELEVATIONS

88-034 14

CISCO SYSTEMS

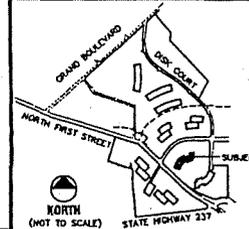


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KEY PLAN



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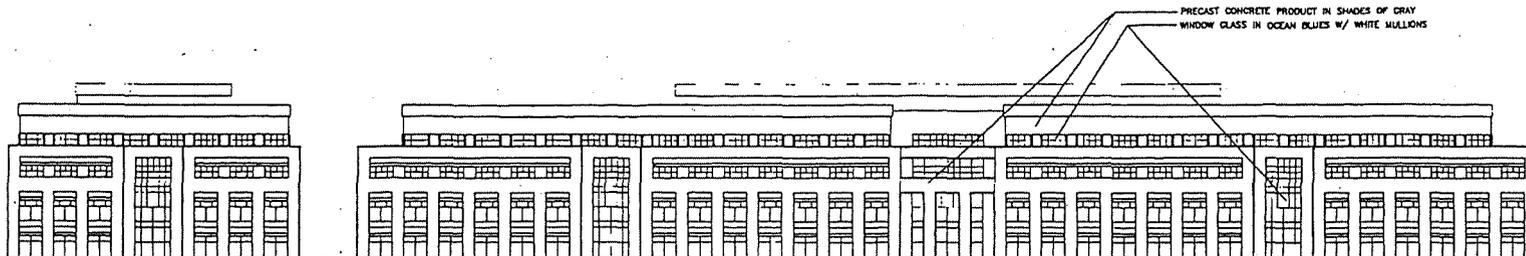
REVISIONS

NO.	DATE	DESCRIPTION	BY

CONCEPTUAL ELEVATIONS
BLDG 32

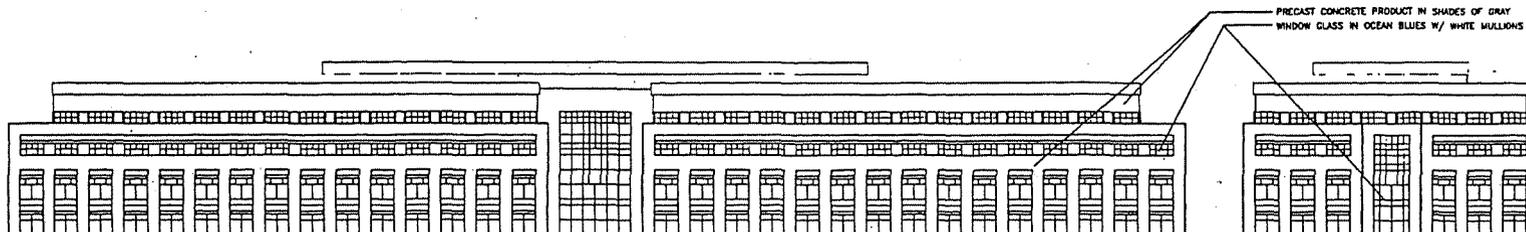
JOB NO. 88-319
DATE 2-28-2000
DRAWN: btd
CHECKED: BRENT
ISSUE: PD 2244C

SHEET NO.
5d
OF SHEETS



(A) ELEVATION
SCALE: 1/20'

(B) ELEVATION
SCALE: 1/20'



(C) ELEVATION
SCALE: 1/20'

(D) ELEVATION
SCALE: 1/20'

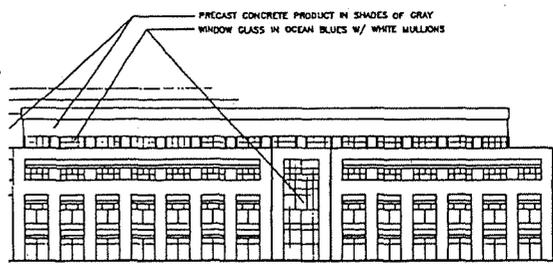
ILLUSTRATIVE:
• BUILDING HEIGHTS
• BUILDING ELEVATIONS

88-054 15

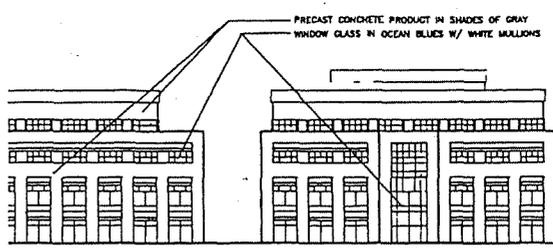
CISCO SYSTEMS



DEVCON CONSTRUCTION
INCORPORATED
385 Las Serrano Avenue
San Jose, California 95128
(408) 298-1100

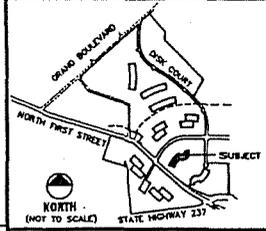


PRECAST CONCRETE PRODUCT IN SHADES OF GRAY
WINDOW GLASS IN OCEAN BLUES W/ WHITE MULLIONS



PRECAST CONCRETE PRODUCT IN SHADES OF GRAY
WINDOW GLASS IN OCEAN BLUES W/ WHITE MULLIONS

KEY PLAN



© ELEVATION
SCALE: 1/20"

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99-024 16

ILLUSTRATIVE:
• BUILDING HEIGHTS
• BUILDING ELEVATIONS

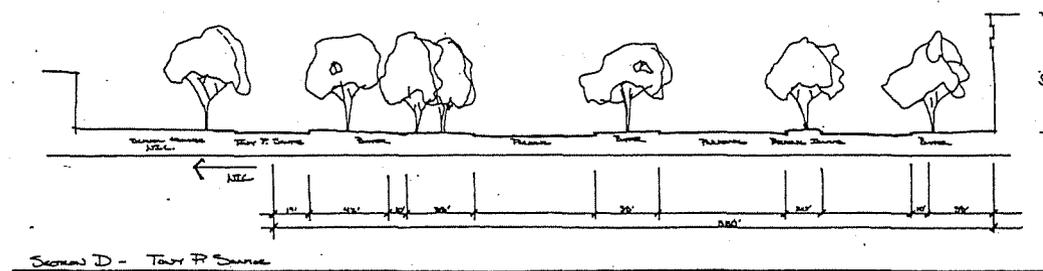
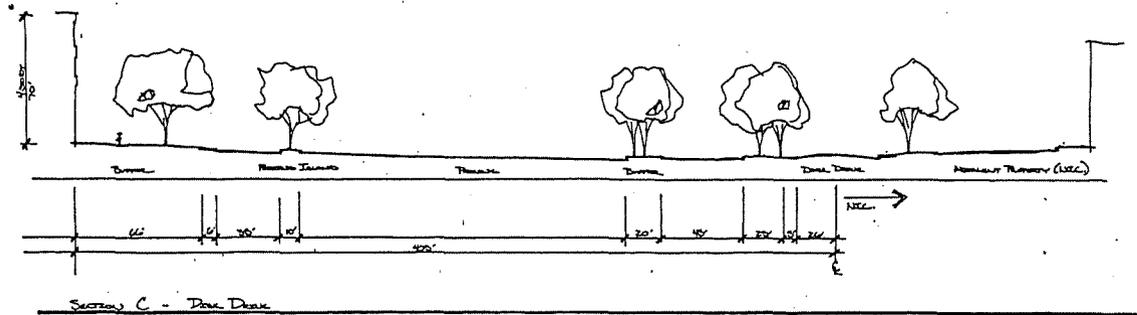
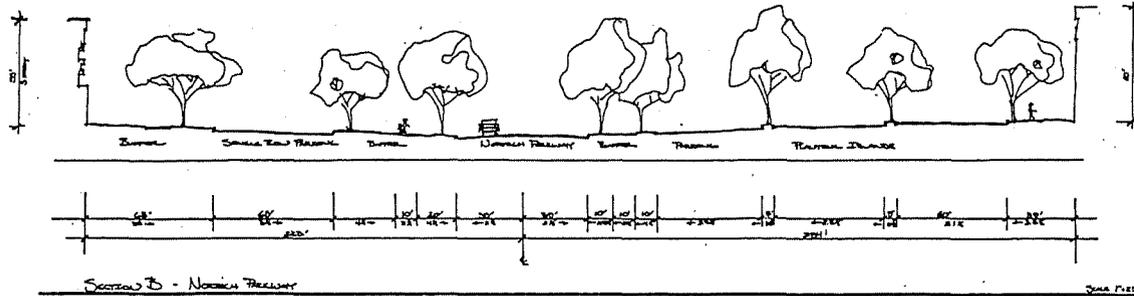
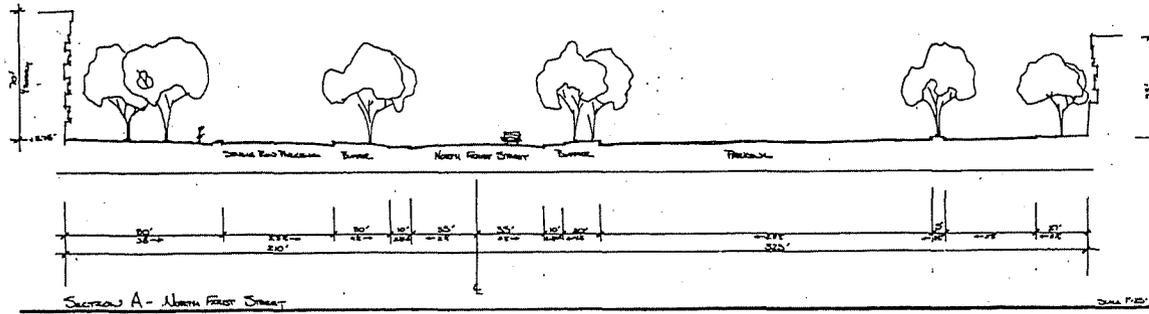
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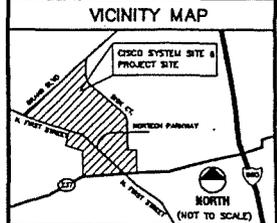
**CONCEPTUAL ELEVATIONS
BLDG 32**

JOB NO. 98-318	SHEET NO.
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GENERAL DEVELOPMENT PLAN
 EXHIBIT "C"



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CONCEPTUAL SECTIONS

ILLUSTRATIVE:
 • BUILDING LOCATION
 • BUILDING SETBACKS
 • BUILDING HEIGHTS
 • BUILDING ELEVATIONS

JOB NO. 95-319	SHEET NO.
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ISSUE: PG 2096	

93-014