North 39°28’37” East 111.52 feet; thence, North 39°29’59” East 310.56 feet; thence, North 47°52’39” East 773.78 feet; thence, South 60°03’14” East 147.23 feet; thence, South 48°28’36” West 666.42 feet; thence, South 30°00’00” West 465.77 feet; thence, North 60°00’17” West 102.01 feet; thence, South 29°59’43” West 535.04 feet, to the beginning of a curve to the right, having a radius of 226.00 feet, a central angle of 30°08’13”, and a chord bearing and distance of South 45°03’50” West 117.51 feet; thence, along the arc of said curve, 118.87 feet, to the point of beginning.

Containing a total of 11.44 acres, more or less.

(Area 50)
LEGAL DESCRIPTION

PREZONED FOR
MARIPOSA LAKES
OPEN SPACE AREA

All that certain real property situate, lying, and being a portion of Section 79 of El Rancho Del Campo De Los Franceses, and Section 23, Township 1 North, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

COMMENCING at the northwest corner of said Section 23; thence South 22°28'34" West 1647.96 feet to the TRUE POINT OF BEGINNING of this description; thence, North 89°34'31" East 1300.15 feet, to the beginning of a non-tangent curve to the left, from which a radial line bears South 87°46'41" East, having a radius of 1000.00 feet, a central angle of 11°29'43", and a chord bearing and distance of South 03°31'33" East 200.29 feet; thence, along the arc of said curve, 200.63 feet; thence, South 89°34'31" West 1310.98 feet; thence, North 00°25'29" West 200.00 feet, to the point of beginning.

Containing a total of 5.98 acres, more or less.

(Area 51)
LEGAL DESCRIPTION

PREZONE FOR
MARIPOSA LAKES
OPEN SPACE AREA

All that certain real property situate, lying, and being a portion of Section 23, Township 1 North, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 23; thence North 55°29'51" East 178.22 feet to the TRUE POINT OF BEGINNING of this description; thence, North 00°40'22" West 44.51 feet; thence, North 89°34'31" East 1139.30 feet; thence, North 00°16'44" West 3.74 feet; thence, North 89°34'31" East 1856.39 feet; thence, South 21°52'22" West 84.39 feet, to a point on the northerly right-of-way line of Mariposa Road; thence, South 89°43'44" West 488.67 feet, along said northerly right-of-way line; thence, South 89°45'52" West 1991.77 feet, continuing along said northerly right-of-way line; thence, North 87°49'26" West 483.57 feet, continuing along said northerly right-of-way line, to the point of beginning.

Containing a total of 4.82 acres, more or less.

(Area 52)
LEGAL DESCRIPTION

PREZONE FOR
MARIPOSA LAKES
RESIDENTIAL MEDIUM AREA

All that certain real property situate, lying, and being a portion of Section 79 of El Rancho Del Campo De Los Franceses, and Sections 14 and 23, Township 1 North, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 14; thence South 32°40'19" West 78.24 feet to the TRUE POINT OF BEGINNING of this description; thence, North 60°07'56" East 161.63 feet, to the beginning of a curve to the left, having a radius of 226.00 feet, a central angle of 30°08'13", and a chord bearing and distance of North 45°03'50" East 117.51 feet; thence, along the arc of said curve, 118.87 feet; thence, North 29°59'43" East 535.04 feet; thence, South 60°00'17" East 276.53 feet, to the beginning of a curve to the left, having a radius of 2400.00 feet, a central angle of 17°17'01", and a chord bearing and distance of South 69°38'47" East 721.23 feet; thence, along the arc of said curve, 723.97 feet; thence, South 12°42'42" West 514.79 feet, to the beginning of a curve to the right, having a radius of 1000.00 feet, a central angle of 32°55'44", and a chord bearing and distance of South 29°10'34" West 566.84 feet; thence, along the arc of said curve, 574.72 feet, to the beginning of a reverse curve to the left, from which a radial line bears South 44°21'34" East, having a radius of 1000.00 feet, a central angle of 13°05'49", and a chord bearing and distance of South 39°05'31" West 228.09 feet; thence, along the arc of said curve, 228.58 feet; thence, South 89°34'31" West 619.95 feet, to the beginning of a non-tangent curve to the right, from which a radial line bears South 81°14'29" West, having a radius of 1405.00 feet, a central angle of 08°20'02", and a chord bearing and distance of South 04°35'30" East 204.18 feet; thence, along the arc of said curve, 204.36 feet; thence, South 00°25'29" East 157.76 feet, to the beginning of a curve to the left, having a radius of 47.00 feet, a central angle of 57°51'55", and a chord bearing and distance of South 29°21'26" East 45.48 feet; thence, along the arc of said curve, 47.47 feet, to the beginning of a reverse curve to the right, from which a radial line bears South 31°42'36" West, having a radius of 47.00 feet, a central angle of 147°51'55", and a chord bearing and distance of South 15°38'34" West 90.33 feet; thence, along the arc of said curve, 121.29 feet; thence, South 00°25'29" East 10.00 feet; thence, South 89°34'31" West 852.00 feet; thence,
North 00°25'29" West 294.36 feet, to the beginning of a curve to the left, having a radius of 550.00 feet, a central angle of 43°48'09", and a chord bearing and distance of North 22°19'33" West 410.31 feet; thence, along the arc of said curve, 420.47 feet; thence, North 44°09'20" East 575.11 feet; thence, North 66°22'09" East 159.70 feet; thence, North 06°32'46" East 72.39 feet; thence, North 15°45'09" East 64.79 feet; thence, South 83°51'08" East 85.32 feet, to the beginning of a non-tangent curve to the right, from which a radial line bears South 83°51'08" East, having a radius of 270.00 feet, a central angle of 30°27'32", and a chord bearing and distance of North 21°22'38" East 141.85 feet; thence, along the arc of said curve, 143.53 feet; thence, North 36°36'24" East 61.23 feet, to the point of beginning.

Containing a total of 55.54 acres, more or less.

(Area 53)
LEGAL DESCRIPTION

PREZONED FOR
MARIPOSA LAKES
PUBLIC FACILITIES AREA

All that certain real property situate, lying, and being a portion of Section 23, Township 1 North, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

COMMENCING at the southeast corner of said Section 23; thence South 11°27'25" East 1039.27 feet to the TRUE POINT OF BEGINNING of this description; thence, North 89°34'31" East 619.95 feet, to the beginning of a non-tangent curve to the left, from which a radial line bears South 57°27'23" East, having a radius of 1000.00 feet, a central angle of 30°19'18", and a chord bearing and distance of South 17°22'58" West 523.06 feet; thence, along the arc of said curve, 529.21 feet; thence, South 89°34'31" West 448.15 feet; thence, North 00°25'29" West 10.00 feet, to the beginning of a non-tangent curve to the left, from which a radial line bears North 00°25'29" West, having a radius of 47.00 feet, a central angle of 147°51'55", and a chord bearing and distance of North 15°38'34" East 90.33 feet; thence, along the arc of said curve, 121.29 feet, to the beginning of a reverse curve to the right, from which a radial line bears North 31°42'36" East, having a radius of 47.00 feet, a central angle of 57°51'55", and a chord bearing and distance of North 29°21'26" West 45.48 feet; thence, along the arc of said curve, 47.47 feet; thence, North 00°25'29" West 157.76 feet, to the beginning of a curve to the left, having a radius of 1405.00 feet, a central angle of 08°20'02", and a chord bearing and distance of North 04°35'30" West 204.18 feet; thence, along the arc of said curve, 204.36 feet, to the point of beginning.

Containing a total of 5.67 acres, more or less.

(Area 54)
LEGAL DESCRIPTION

PREZONE FOR
MARIPOSA LAKES
OPEN SPACE AREA

All that certain real property situate, lying, and being a portion of Sections 69 and 79 of El Rancho Del Campo De Los Franceses, being more particularly described as follows:

COMMENCING at the southwesterly corner of said Section 79; thence North 12°20'22" West 1872.54 feet to the TRUE POINT OF BEGINNING of this description; thence South 79°35'25" West 656.02 feet, to the beginning of a curve to the left, having a radius of 200.00 feet, a central angle of 42°09'30", and a chord bearing and distance of South 58°30'40" West 143.86 feet; thence, along the arc of said curve, 147.16 feet; thence South 37°25'55" West 124.72 feet; thence North 52°34'05" West 200.00 feet; thence North 37°25'55" East 124.72 feet, to the beginning of a curve to the right, having a radius of 400.00 feet, a central angle of 42°09'30", and a chord bearing and distance of North 58°30'40" East 287.73 feet; thence, along the arc of said curve, 294.32 feet; thence North 79°35'25" East 554.22 feet, to the beginning of a non-tangent curve to the left, from which a radial line bears North 58°20'18" East, having a radius of 1125.00 feet, a central angle of 11°26'54", and a chord bearing and distance of South 37°23'09" East 224.41 feet; thence, along the arc of said curve, 224.79 feet, to the point of beginning.

Containing a total of 4.35 Acres

(Area 55)
LEGAL DESCRIPTION

PREZONE FOR
MARIPOSA LAKES
RESIDENTIAL LIGHT (NO-LAKE) AREA

All that certain real property situate, lying, and being a portion of the west half of the southeast quarter of Section 23, Township 1 North, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

BEGINNING at the southeast corner of the west half of the southeast quarter of said Section 23, thence, along the south line of said Section 23, South 89°42'05" West 594.34 feet, to a point on the northeasterly right-of-way line of Mariposa Road; thence, along said right-of-way line, North 68°21'31" West 213.45 feet, to an angle point in said right-of-way line; thence, along the northerly right-of-way line of said Mariposa Road, South 89°43'44" West 23.98 feet; thence, leaving said right-of-way line, North 21°52'22" East 207.32 feet; thence North 00°25'29" West 53.53 feet; thence North 51°04'57" East 128.04 feet, to the beginning of a non-tangent curve, concave northerly, from which a radial line bears North 51°04'57" East, having a radius of 47.00 feet, a central angle of 91°51'18", and a chord bearing and distance of South 84°50'42" East 67.54 feet; thence, along the arc of said curve, 75.35 feet, to the beginning of a reverse curve, concave southerly, from which a radial line bears South 40°46'21" East, having a radius of 47.00 feet, a central angle of 37°38'18", and a chord bearing and distance of North 68°02'48" East 30.32 feet; thence, along the arc of said curve, 30.87 feet, to the beginning of a reverse curve, concave northwesterly, from which a radial line bears North 03°08'03" West, having a radius of 275.00 feet, a central angle of 27°04'03", and a chord bearing and distance of North 73°19'55" East 128.71 feet; thence, along the arc of said curve, 129.91 feet; thence South 65°22'19" East 16.35 feet, to the beginning of a non-tangent curve, concave westerly, from which a radial line bears South 79°27'28" West, having a radius of 225.00 feet, a central angle of 10°07'03", and a chord bearing and distance of South 05°29'01" East 39.68 feet; thence, along the arc of said curve, 39.73 feet; thence South 00°25'29" East 240.00 feet; thence South 44°34'31" West 14.14 feet; thence South 00°25'29" East 50.00 feet; thence North 89°34'31" East 186.52 feet, to the beginning of a curve, concave southerly, having a radius of 90.00 feet, a central angle of 09°15'34", and a chord bearing and distance of South 85°47'42" East 14.53 feet; thence, along the arc of said curve, 14.54 feet; thence...
South 81°09'55" East 50.00 feet, to the beginning of a curve, concave northwesterly, having a radius of 60.00 feet, a central angle of 75°51'10", and a chord bearing and distance of North 60°54'30" East 73.76 feet; thence, along the arc of said curve, 79.43 feet; thence South 67°01'05" East 103.46 feet, to a point on the east line of the west half of the southeast quarter of said Section 23; thence, along said east line, South 00°23'14" East 85.78 feet, to the point of beginning.

Containing a total of 4.10 acres, more or less.

(Area 56)
ORDINANCE NO. ____________

AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT FOR THE MARIPOSA LAKES SPECIFIC PLAN PROJECT NORTH AND EAST OF MARIPOSA ROAD, SOUTH OF FARMINGTON ROAD, AND WEST OF KAISER ROAD (PCCP MARIPOSA LAKES, LLC, ET AL, DA7-05)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

SECTION I. Findings.

Pursuant to Stockton Municipal Code section 16-525, the City Council of the City of Stockton hereby finds:

1. The proposed Development Agreement (DA7-05) contains the mandatory elements as required by Section 16-525.060 of the Stockton Municipal Code (SMC). The City of Stockton has reviewed the Final Environmental Impact Report (FEIR11-03) for the proposed project and has certified that it has been completed in compliance with the California Environmental Quality Act (CEQA) and that the final decision-making body for this and/or any related discretionary approval for the project has considered the information contained in the Draft EIR and Final EIR prior to approving the project.

2. Approval of the Development Agreement is in the best interest of the City.

3. The Development Agreement is in compliance with the Development Code and other applicable ordinances and regulations.

4. The Development Agreement is consistent with the general land uses, objectives, policies, and programs of the General Plan, and Specific Plan SPA4-03.

5. The approval of the Development Agreement is not expected to endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare.

6. The Development Agreement will comply with the conditions, requirements, restrictions, and terms of 16-525.060.B.

SECTION II. Development Agreement.

1. That the City Council hereby upholds the decision of the Planning Commission and approves the request of PCCP Mariposa Lakes, LLC, et al, based on the above Findings.

City Atty
Review
Date October 22, 2008
2. Pursuant to Stockton Municipal Code section 16-525, the City Council of the City of Stockton has conducted a public hearing on October 28, 2008, and hereby approves the PCCP Mariposa Lakes, LLC, et al Development Agreement, a copy, in substantially the form to be executed, is attached hereto as Exhibit A and incorporated by reference.

SECTION III: Effective Date.

This ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: ____________________________
EFFECTIVE: ____________________________

EDWARD J. CHAVEZ
Mayor of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

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DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF STOCKTON
AND PCCP MARIPOSA LAKES, LLC
REGARDING MARIPOSA LAKES

This Development Agreement ("Agreement"), dated for the convenience of the Parties this 28th day of October, 2008, is entered into by and between the City of Stockton, a California municipal corporation, (hereinafter "City"), and PCCP Mariposa Lakes, LLC, a Delaware limited liability company (hereinafter "Developer"), pursuant to section 65864 et seq. of the Government Code of the State of California and City's police powers. City and Developer are, from time to time, also hereinafter referred to individually as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other considerations, the value and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

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 Government Code sections 65864 et seq. ("Development Agreement Statute"), which authorize development agreements with any person having a legal or equitable interest in real property providing for the development of that property and establishing certain development rights in the property. In accordance with the Development Agreement Statute, and by virtue of its status as a charter city and attendant home-rule authority under the California Constitution, City has the authority to enter into development agreements, and has reflected that authority pursuant to City Council Resolution No. 2004-368 ("Enabling Resolution"). This Agreement has been drafted and processed pursuant to the Development Agreement Statute and the Enabling Resolution.

B. The approximately 3,723-acre Mariposa Lakes Specific Plan area is referred to in this Agreement as the "Property" and/or "Project Site." Developer currently has a legal and/or equitable interest in certain real property consisting of approximately 78.67 acres located within the Property, as more particularly described and shown on Exhibit A to this Agreement ("Initial Property"). Additionally, it is anticipated that Developer will acquire legal and/or equitable ownership in the remaining property comprising the Property and that this Agreement will then be recorded against such additional real property when such additional real property meets the requirements of this Agreement and the Development Agreement Statute regarding such recordation. The Property and Initial Property currently are located outside City's corporate boundary, but within City's "Sphere of Influence," as that phrase is defined in section 56076 of the Government Code, and as determined by the San Joaquin County Local Agency Formation Commission ("LAFCO"). In accordance with Government Code section 65865, this Agreement is legally "effective" as of the Effective Date (defined below), but becomes legally "operative"
only upon annexation. Attached to this Agreement as Exhibit B is an Annexation Agreement by and between City and Developer concerning the annexation of the Property to the City.

C. Developer proposes to plan, develop, construct, operate and maintain on the Property a development containing residential, commercial, professional business and industrial uses, consistent with, and contemplated, permitted and administered by the Mariposa Lakes Specific Plan, as more particularly described in the "Project Description" portion of the Final Environmental Impact Report ("FEIR") for Mariposa Lakes ("Project"). Any reference in this Agreement to the "Project" shall mean and include the "Property" and/or "Project Site," and any reference in this Agreement to the "Property" and/or "Project Site" shall mean and include the "Project." In accordance with the California Environmental Quality Act (Pub. Res. Code §§ 21000, et seq.) and its Guidelines (C.C.R., Title 14, §§ 15000, et seq.), as each is amended from time to time ("CEQA"), City certified as adequate and complete the FEIR for the Project.

D. As of the execution of this Agreement by the Parties, various land use regulations, entitlements, grants, permits and other approvals have been adopted, issued, and/or granted by City relating to the Project (collectively "Existing Approvals"), including without limitation, all of the following:

1. The FEIR

2. The General Plan Amendment ("Mariposa Lakes GPA")


4. The Mariposa Lakes Zoning approvals ("Mariposa Lakes Zoning")

5. Amendments to Utility Master Plans

6. Amendments to the Precise Roadway Plan

The Existing Approvals are more particularly described in the FEIR and the resolutions adopting the Existing Approvals.

E. The Project's "Subsequent Approvals" (each referred to individually as a "Subsequent Approval") shall mean those City permits, entitlements, approvals or other grants of authority (and all text, terms and conditions of approval related thereto), that may be necessary or desirable for the development of the Project, that are sought by Developer, and that are granted by City after the City Council adopts the Approving Ordinance (defined below), including without limitation, an Urban Service Boundary and Sphere of Influence Amendment, a City Resolution of Application for Annexation, Williamson Act Contract Cancellations, and subdivision maps. The Project's Existing Approvals and the Subsequent Approvals shall collectively be referred to as the "Project Approvals."
F. For the reasons recited herein, Developer and City have determined that the Project is the type of development for which this Agreement is appropriate. This Agreement will help to eliminate uncertainty in planning, provide for the orderly development of the Project consistent with the planning goals, policies, and other provisions of the City's General Plan and City's Municipal Code, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

G. On October 2, 2008, following a duly noticed and conducted public hearing, the Planning Commission of the City ("Planning Commission"), the hearing body for purposes of the Development Agreement Statute and the Enabling Resolution, adopted Resolutions that affirmed CEQA compliance for this Agreement, adopted findings that this Agreement is consistent with the City's General Plan and the Existing Approvals and recommended that this Agreement be approved by the City Council.

H. On October 28, 2008, following a duly noticed and conducted public hearing, the Stockton City Council ("City Council") introduced and adopted Ordinance No. __________, an ordinance that affirms CEQA compliance, that adopts findings that this Agreement is consistent with the City's General Plan and the Existing Approvals, that approves this Agreement, and that directs this Agreement's execution by City ("Approving Ordinance"). The City adopted the Approving Ordinance on October 28, 2008 and the Approving Ordinance became effective thirty (30) days later ("Effective Date").

ARTICLE 1
ADMINISTRATION

1.01 Definitions.

(a) As used in this Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section:

(1) "ADR" shall have that meaning set forth in Section 4.03(c).

(2) "Agreement" shall have that meaning set forth in the Preamble of this Agreement and Section 5.01(a).

(3) "Agreement Effective Date" shall have that meaning set forth in Section 1.02(a) of this Agreement.

(4) "Applicable Law" shall have that meaning set forth in Section 2.01(a) of this Agreement.

(5) "Approving Ordinance" shall have that meaning set forth in Recital paragraph H of this Agreement.

(6) "Assignee" shall have that meaning set forth in Section 4.08(a) of this Agreement.
(7) "Bankruptcy Code" shall have that meaning set forth in Section 4.10(b) of this Agreement.

(8) "CEQA" shall have that meaning set forth in Recital paragraph C of this Agreement.

(9) "City" shall have that meaning set forth in the Preamble of this Agreement.

(10) "City Authorization to Record Development Agreement" shall have that meaning set forth in Section 1.03(a)(4) of this Agreement.

(11) "City Costs" shall have that meaning set forth in Section 4.06(c) of this Agreement.

(12) "City Council" shall have that meaning set forth in Recital paragraph H of this Agreement.

(13) "City Reimbursement Law" shall have that meaning set forth in Section 2.08(b) of this Agreement.

(14) "City Response" shall have that meaning set forth in Section 2.09(d) of this Agreement.

(15) "Climate Action Plan" shall have that meaning set forth in Section 2.03(a) of this Agreement.

(16) "Community Development Director" shall have that meaning set forth in Section 3.04 of this Agreement.

(17) "Construction Codes" shall have that meaning set forth in Section 2.05 of this Agreement.

(18) "Default" shall have the meaning set forth in Section 4.01(a) of this Agreement.

(19) "Developer" shall have that meaning set forth in the preamble of this Agreement, and shall include its successors and assigns.

(20) "Development Agreement Statute" shall have that meaning as set forth in Recital paragraph A of this Agreement.

(21) "Early Climate Protection Action" shall have that meaning set forth in Section 2.03(b) of this Agreement.

(22) "Effective Date" shall have that meaning set forth in Recital paragraph H of this Agreement.
(23) "Enabling Resolution" shall have that meaning set forth in Recital paragraph A of this Agreement.

(24) "Estoppel Certificate" shall have that meaning set forth in Section 4.07(b) of this Agreement.

(25) "Existing Approvals" shall have that meaning set forth in Recital paragraph D of this Agreement.

(26) "Existing City Laws" shall mean all City ordinances, resolutions, rules, regulations, guidelines, motions, practices and official policies governing land use, zoning and development, permitted uses, density and intensity of use, maximum height, bulk and size of proposed buildings, and other City land use regulations in force and effect on the Effective Date of this Agreement.

(27) "FEIR" shall have that meaning set forth in Recital paragraph C of this Agreement.

(28) "Financing Mechanisms" shall have that meaning set forth in Section 2.04(a) of this Agreement.

(29) "Force Majeure Event" shall have the meaning set forth in Section 4.05(a) of this Agreement.

(30) "General Plan Settlement" shall have that meaning set forth in Section 2.03(a) of this Agreement.

(31) "Impact Fees" shall have that meaning set forth in Section 2.04(c) of this Agreement.

(32) "Initial Property" shall have that meaning set forth in Recital paragraph B of this Agreement.

(33) "JAMS" shall have that meaning set forth in Section 4.03(c) of this Agreement.

(34) "LAFCO" shall have that meaning set forth in Recital paragraph B of this Agreement.

(35) "Legal Effect" shall mean the ordinance, resolution, permit, license or other grant of approval has been adopted by City and has not been overturned or otherwise rendered without legal and/or equitable force and effect by a court of competent jurisdiction, and all applicable administrative appeal periods and statutes of limitations have expired.

(36) "Litigation Tolling" shall have that meaning set forth in Section 1.02(d) of this Agreement.
(37) "Mandated New City Laws" shall have that meaning set forth in Section 2.09(f) of this Agreement.

(38) "Mariposa Lakes FIA" or "FIA" shall have that meaning set forth in Recital paragraph D.3 of this Agreement.

(39) "Mariposa Lakes GPA" shall have that meaning set forth in Recital paragraph D.2 of this Agreement.

(40) "Mariposa Lakes PFFP" and "PFFP" shall have that meaning set forth in Recital paragraph D.3 of this Agreement.

(41) "Mariposa Lakes Specific Plan" shall have that meaning set forth in Recital paragraph D.3 of this Agreement.

(42) "Mariposa Lakes Zoning" shall have that meaning set forth in Recital paragraph D.4 of this Agreement.

(43) "Meet and Confer Period" shall have that meaning set forth in Section 2.09(d) of this Agreement.

(44) "Mortgagee" shall have that meaning set forth in Section 4.10(a) of this Agreement.

(45) "New City Laws" shall have that meaning set forth in Section 2.09(a) of this Agreement.

(46) "Notice of Default" shall have that meaning set forth in Section 4.01(a) of this Agreement.

(47) "Notice of New City Law" shall have that meaning set forth in Section 2.09(d) of this Agreement.

(48) "Objection to New City Law" shall have that meaning set forth in Section 2.09(d) of this Agreement.

(49) "Operative" shall have that meaning set forth in Section 1.03(b) of this Agreement.

(50) "Other Entity" shall have that meaning set forth in Section 3.03(a) of this Agreement.

(51) "Other Permits" shall have that meaning set forth in Section 3.03(a) of this Agreement.

(52) "Oversizing" shall have that meaning set forth in Section 2.08(a) of this Agreement.
(53) "Party" and "Parties" shall have those meanings set forth in the Preamble of this Agreement.

(54) "Phase I" shall have that meaning set forth in Section 3.02(a) of this Agreement.

(55) "Planning Commission" shall have that meaning set forth in Recital paragraph G of this Agreement.

(56) "Project" shall have that meaning set forth in Recital paragraph C of this Agreement.

(57) "Project Approvals" shall have that meaning set forth in Recital paragraph E of this Agreement.

(58) “Project Mitigation” shall have that meaning set forth in Section 2.04(a) of this Agreement.

(59) "Project Site" shall have that meaning set forth in Recital paragraph B of this Agreement.

(60) "Second Notice" shall have that meaning set forth in Section 4.07(c) of this Agreement.

(61) "Subdivision Document" shall have that meaning set forth in Section 1.02(b) of this Agreement.

(62) "Subject Other Property" shall have that meaning set forth in Section 1.03(a)(1) of this Agreement.

(63) "Subsequent Approvals" and "Subsequent Approval" shall have those meanings set forth in Recital paragraph E of this Agreement.

(64) "Tender" shall have that meaning set forth in Section 4.06(b) of this Agreement.

(65) "Term" shall have that meaning set forth in Section 1.02(a) of this Agreement.

(66) "Third Party Challenge" shall have that meaning set forth in Section 4.06(a) of this Agreement.

(67) "Triggered" shall have that meaning set forth in Section 2.01(a)(4)(D) of this Agreement.

(68) "Vesting Map" shall have that meaning set forth in Section 1.02(b) of this Agreement.
(b) To the extent that any defined terms contained in this Agreement are not defined above, then such terms shall have the meaning otherwise ascribed to them in this Agreement, or if not in this Agreement, by controlling law.

1.02 Term/Subdivision Documents.

(a) The term ("Term") of this Agreement shall commence on the effective date of the Approving Ordinance ("Agreement Effective Date"), and then shall continue (unless this Agreement is otherwise terminated, modified or extended as provided in this Agreement) for the shorter of the following:

(1) Twenty (20) years from that date that City grants the first building permit or grading permit for the Project; or,

(2) Twenty five (25) years plus one day from December 1st 2008.

(b) Pursuant to Government Code section 66452.6(a) and this Agreement, the term of any tentative map, vesting tentative map, parcel map, vesting parcel map, final map or vesting final maps, or any such new map or any amendment to any such map, or any resubdivision (collectively referred to as "Subdivision Document") relating to the Project shall automatically be extended to and until the end of the Term of this Agreement. The termination of this Agreement shall have no effect on the remaining term of a Subdivision Document that has not yet expired. Any improvement agreement entered into pursuant to the Subdivision Map Act (Gov. Code §§ 66410 et seq.) or other State or local regulation shall have that term determined by City. If this Agreement terminates for any reason prior to the expiration of vested rights otherwise given under the Subdivision Map Act to any vesting tentative map, vesting parcel map, vesting final map or any other type of vesting map on the Property (or any portion of the Property) (collectively, "Vesting Map"), no Vesting Map approved during the Term of this Agreement shall extend the Applicable Law beyond the stated Term of this Agreement and the City rules, regulations and official policies applicable to that portion of the Property covered by such Vesting Map shall become those City rules, regulations and official policies in effect as of the date of the termination of this Agreement; provided, however, that City and Developer may agree to an extension of the Term of this Agreement with respect to the area covered by any such Vesting Map.

(c) Additionally, if Developer notifies the City at the time Developer submits a particular Vesting Map that Developer does not wish such particular Vesting Map to be subject to the benefits and burdens of this Agreement and that instead Developer wishes such particular Vested Map to be subject to the laws that would otherwise apply to such particular Vesting Map if this Agreement were not in place, then such particular Vesting Map shall not be subject to this Agreement and shall instead be subject to the laws that would otherwise apply to such particular Vesting Map if this Agreement were not in place. However, in such a case, the Vesting Map shall contain a condition of approval that shall exactly reflect this Agreement's provisions and requirements concerning "Project Mitigation" (defined below in Section 2.04(a)), which condition of approval shall apply until all development of the Project and Property has taken place.
(d) If any "Third Party Challenge" (as that term is defined in Section 4.06(a) of this Agreement) is filed, then the Term of this Agreement shall be tolled for the period or periods of time from the date of the filing of such litigation until the conclusion of such litigation by dismissal or entry of a final judgment ("Litigation Tolling"). Notwithstanding the foregoing, regardless of the number of Third Party Challenges that may be filed during the Term of this Agreement, the sum total of such Litigation Tolling shall not exceed five (5) years. The filing of any Third Party Challenge shall not delay or stop the development, processing or construction of the Project, or the approval or issuance of any Project Approvals, unless enjoined or otherwise controlled by a court of competent jurisdiction. The Parties shall not stipulate to the issuance of any such order unless mutually agreed to.

1.03 Other Properties/Memorandum/Operative.

(a) This Agreement may be recorded against other properties only at such time and date as all of the following has occurred:

   (1) Such other property is located within the Mariposa Lakes Specific Plan and its legal description prepared and added to Exhibit A of this Agreement ("Subject Other Property").

   (2) Developer has acquired a legal or equitable interest in such Subject Other Property;

   (3) Such Subject Other Property is included within the City's Sphere of Influence; and

   (4) Based on satisfactory evidence, the City Council has determined that such Subject Other Property has satisfied the requirements of subdivisions (1), (2) and (3) above. Upon such determination, City shall authorize its designated agent to sign the "City Authorization to Record Development Agreement" set forth in Exhibit C of this Agreement. Developer shall record the City Authorization to Record Development Agreement with a copy of this Agreement against the Subject Other Property. Upon the successful recordation of such City Authorization to Record Development Agreement and this Agreement against the Subject Other Property, all rights, responsibilities, benefits and burdens of this Agreement shall inure to the Property.

(b) As used in this Agreement, the term "Operative" shall have that meaning set forth in Government Code section 65865. With respect to a Subject Other Property, this Agreement shall become Operative upon the occurrence of both of the following:

   (1) This Agreement being recorded against such Subject Other Property.

   (2) The annexation of the Subject Other Property to City within the Term of this Agreement.