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**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

**PRE-ZONE AREA**

**OPEN SPACE**

**SAN JOAQUIN COUNTY, CALIFORNIA**

**JULY 2008**

**Carlson, Barbee, & Gibson, Inc.**

**CIVIL ENGINEERS • SURVEYORS • PLANNERS**

**16974 SOUTH HARLAN ROAD, LATHROP, CALIFORNIA 95330**

**TELEPHONE: (209) 858-4944 FAX: (209) 858-4977**
LEGAL DESCRIPTION
PREZONE AREA – OPEN SPACE
TIDEWATER CROSSING
SAN JOAQUIN COUNTY, CALIFORNIA

REAL PROPERTY, SITUATE IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHEASTERN CORNER OF SAID 221.540 ACRE PARCEL OF LAND, SAID POINT BEING ON THE NORTHEASTERN RIGHT OF WAY LINE OF TIDEWATER SOUTHERN RAILWAY (60.00 FEET WIDE);

THENisce, FROM SAID POINT OF BEGINNING, ALONG SAID NORTHEASTERN RIGHT OF WAY LINE, NORTH 35°06'12" WEST 518.20 FEET;

THENisce, LEAVING SAID RIGHT OF WAY LINE, NORTH 89°16'26" EAST 57.06 FEET;

THENisce, NORTH 89°55'53" EAST 63.37 FEET;

THENisce, SOUTH 88°36'06" EAST 32.26 FEET;

THENisce, SOUTH 88°23'48" EAST 72.64 FEET;

THENisce, NORTH 88°41'54" EAST 74.54 FEET;

THENisce, NORTH 89°04'16" EAST 161.37 FEET;

THENisce, NORTH 86°12'24" EAST 25.44 FEET;

THENisce, SOUTH 89°04'11" EAST 64.27 FEET;

THENisce, SOUTH 87°03'15" EAST 69.37 FEET;
THENCE, SOUTH 83°43'47" EAST 48.09 FEET;
THENCE, SOUTH 80°35'56" EAST 125.19 FEET;
THENCE, SOUTH 77°42'17" EAST 49.03 FEET;
THENCE, SOUTH 70°30'55" EAST 45.88 FEET;
THENCE, SOUTH 64°46'56" EAST 37.32 FEET;
THENCE, SOUTH 60°49'08" EAST 36.53 FEET;
THENCE, SOUTH 59°48'04" EAST 76.83 FEET;
THENCE, SOUTH 52°09'38" EAST 52.32 FEET;
THENCE, SOUTH 32°47'07" EAST 36.06 FEET;
THENCE, SOUTH 42°27'55" EAST 60.26 FEET;
THENCE, SOUTH 39°01'33" EAST 59.62 FEET;
THENCE, SOUTH 34°46'00" EAST 49.47 FEET;
THENCE, SOUTH 33°57'53" EAST 85.47 FEET;
THENCE, SOUTH 36°40'30" EAST 89.27 FEET;
THENCE, SOUTH 39°06'47" EAST 165.45 FEET;
THENCE, SOUTH 41°47'35" EAST 34.88 FEET;
THENCE, SOUTH 46°46'18" EAST 22.27 FEET;
THENCE, SOUTH 53°09'49" EAST 34.49 FEET;
THENCE, SOUTH 54°01'58" EAST 31.11 FEET;
THENCE, SOUTH 62°19'59" EAST 26.90 FEET;
THENCE, SOUTH 60°59'33" EAST 28.39 FEET;
THENCE, SOUTH 67°51'27" EAST 405.58 FEET;
THENCE, SOUTH 69°14'25" EAST 55.57 FEET TO A POINT ON THE SOUTHEASTERN LINE OF SAID PARCEL OF LAND (2006-005857);
LEGAL DESCRIPTION

THENCE, ALONG SAID SOUTHEASTERN LINE, SOUTH 72°52'02" WEST 1,157.34 FEET TO A POINT ON SAID NORTHEASTERN RIGHT OF WAY LINE OF TIDEWATER SOUTHERN RAILWAY (60.00 FEET WIDE);

THENCE, ALONG SAID NORTHEASTERN RIGHT OF WAY LINE, NORTH 35°06'12" WEST 959.67 FEET TO SAID POINT OF BEGINNING.

CONTAINING 25.02 ACRES OF LAND, MORE OR LESS.

THIS LEGAL DESCRIPTION IS BASED UPON RECORD INFORMATION.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

CHRISTOPHER S. HARMISON, P.L.S.
L.S. NO. 7176
EXPIRES: DECEMBER 31, 2009
PLAT TO ACCOMPANY LEGAL DESCRIPTION
PRE-ZONE AREA
OPEN SPACE
SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2008

Carlson, Barbee, & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
16974 SOUTH HARLAN ROAD, LATHROP, CALIFORNIA 95330
TELEPHONE: (209) 858-4944 FAX: (209) 858-4977

NOTE: SEE SHEET 2 FOR TABLES

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SHEET 2 OF 2

Carlson, Barbee, & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
16974 SOUTH HARLAN ROAD, LATHROP, CALIFORNIA 95330
TELEPHONE: (209) 858-4944 FAX: (209) 858-4977
LEGAL DESCRIPTION
PARK SITE
TIDEWATER CROSSING
SAN JOAQUIN COUNTY, CALIFORNIA

REAL PROPERTY, SITUATE IN THE UNINCORPORATED TERRITORY OF THE COUNTY
OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO FRENCH CAMP
INVESTMENTS, LLC, ET AL. BY DEED RECORDED JANUARY 10, 2006, IN
DOCUMENT NO. 2006-005857 OF OFFICIAL RECORDS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAN JOAQUIN COUNTY, AND ALSO BEING A PORTION OF
THAT CERTAIN PARCEL OF LAND GRANTED TO FRENCH CAMP INVESTMENTS, LLC,
ET AL., BY DEED RECORDED JANUARY 10, 2006, IN DOCUMENT NO. 2006-005826
OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF SAN
JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERN CORNER OF SAID PARCEL OF LAND (2006-005826),
SAID POINT BEING THE NORTHERN CORNER OF THAT CERTAIN 40.00 ACRE PARCEL
OF LAND SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY
RECORDED OCTOBER 31, 1990, IN BOOK 31 OF SURVEYS, AT PAGE 113, IN SAID
OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY;

THENENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHEASTERN LINE
OF SAID PARCEL OF LAND (2006-005826), SOUTH 30°11'00" WEST 1,291.71
FEET;

THENENCE, LEAVING SAID SOUTHEASTERN LINE, NORTH 59°49'00" WEST 762.15
FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENENCE, FROM SAID POINT OF BEGINNING, NORTH 38°36'37" WEST 1,021.78
FEET;

THENENCE, NORTH 63°22'22" WEST 480.00 FEET;

THENENCE, NORTH 26°37'38" EAST 226.19 FEET;

THENENCE, ALONG THE ARC OF A TANGENT 30.00 FOOT RADIUS CURVE TO THE
RIGHT, THROUGH A CENTRAL ANGLE OF 64°29'01", AN ARC DISTANCE OF 33.76
FEET;

THENENCE, ALONG THE ARC OF A REVERSE 100.00 FOOT RADIUS CURVE TO THE
LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 01°06'39" EAST,
THROUGH A CENTRAL ANGLE OF 40°55'40", AN ARC DISTANCE OF 71.43 FEET;

THENENCE, ALONG THE ARC OF A REVERSE 30.00 FOOT RADIUS CURVE TO THE
RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 39°49'01" EAST,
THROUGH A CENTRAL ANGLE OF 62°50'00", AN ARC DISTANCE OF 32.90 FEET;
THENCE, ALONG THE ARC OF A REVERSE 2,021.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 23°00'59" EAST, THROUGH A CENTRAL ANGLE OF 09°09'00", AN ARC DISTANCE OF 322.75 FEET;

THENCE, SOUTH 76°08'01" EAST 194.87 FEET;

THENCE, ALONG THE ARC OF A TANGENT 774.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°30'14", AN ARC DISTANCE OF 763.30 FEET;

THENCE, SOUTH 19°37'47" EAST 387.34 FEET;

THENCE, ALONG THE ARC OF A TANGENT 596.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04°51'26", AN ARC DISTANCE OF 50.53 FEET;

THENCE, SOUTH 17°54'03" WEST 13.48 FEET;

THENCE, SOUTH 60°17'19" WEST 394.35 FEET TO SAID POINT OF BEGINNING.

CONTAINING 17.22 ACRES OF LAND, MORE OR LESS.

THIS LEGAL DESCRIPTION IS BASED UPON RECORD INFORMATION.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

CHRISTOPHER S. HARMISON, P.L.S.
L.S. NO. 7176
EXPIRES: DECEMBER 31, 2009
LEGAL DESCRIPTION
SCHOOL SITE
TIDEWATER CROSSING
SAN JOAQUIN COUNTY, CALIFORNIA

REAL PROPERTY, SITUATE IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO FRENCH CAMP INVESTMENTS, LLC, ET AL. BY DEED RECORDED JANUARY 10, 2006, IN DOCUMENT NO. 2006-005857 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, AND ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO FRENCH CAMP INVESTMENTS, LLC, ET AL. BY DEED RECORDED JANUARY 10, 2006, IN DOCUMENT NO. 2006-005826 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERN CORNER OF SAID PARCEL OF LAND (2006-005826), SAID POINT BEING THE NORTHERN CORNER OF THAT CERTAIN 40.00 ACRE PARCEL OF LAND SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY RECORDED OCTOBER 31, 1990, IN BOOK 31 OF SURVEYS, AT PAGE 113, IN SAID OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHEASTERN LINE OF SAID PARCEL OF LAND (2006-005826), SOUTH 30°11'00" WEST 1,291.71 FEET;

THENCE, LEAVING SAID SOUTHEASTERN LINE, NORTH 59°49'00" WEST 762.15 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, NORTH 38°36'37" WEST 1,021.78 FEET;

THENCE, NORTH 63°22'22" WEST 480.00 FEET;

THENCE, SOUTH 26°37'38" WEST 470.02 FEET;

THENCE, ALONG THE ARC OF A TANGENT 324.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 87°28'16", AN ARC DISTANCE OF 494.64 FEET;

THENCE, SOUTH 60°50'38" EAST 413.14 FEET;

THENCE, ALONG THE ARC OF A TANGENT 30.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 64°29'01", AN ARC DISTANCE OF 33.76 FEET;
THENCE, ALONG THE ARC OF A REVERSE 100.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 35°19'39" EAST, THROUGH A CENTRAL ANGLE OF 125°19'06", AN ARC DISTANCE OF 218.72 FEET;

THENCE, ALONG THE ARC OF A REVERSE 30.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 89°59'27" EAST, THROUGH A CENTRAL ANGLE OF 71°16'35", AN ARC DISTANCE OF 37.32 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 474.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 18°42'52" EAST, THROUGH A CENTRAL ANGLE OF 48°25'33", AN ARC DISTANCE OF 400.62 FEET;

THENCE, NORTH 60°17'19" EAST 215.99 FEET TO SAID POINT OF BEGINNING.

CONTAINING 19.41 ACRES OF LAND, MORE OR LESS.

THIS LEGAL DESCRIPTION IS BASED UPON RECORD INFORMATION.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

CHRISTOPHER S. HARMISON, P.L.S.
L.S. NO. 7176
EXPIRES: DECEMBER 31, 2009
PLAT TO ACCOMPANY LEGAL DESCRIPTION
SCHOOL SITE
TIDEWATER CROSSING
SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2008

Carlson, Barbee, & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
16974 SOUTH HARLAN ROAD, LATHROP, CALIFORNIA 95330
TELEPHONE: (209) 858-4944 FAX: (209) 858-4977

LINE TABLE

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<td>218.72'</td>
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SCHOOL SITE
19.41 AC

N38°36'37"W 1021.78'

S35°19'39"E(R)
N89°59'27"E(R)
N18°42'52"E(R)

FRENCH CAMP ROAD

TIDWATER SOUTHERN RAILWAY
POB

N59°49'00"W 762.15'

31 RS 113

SCALE 1:300
ORDINANCE NO.___________

AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT FOR THE TIDEWATER CROSSING MASTER DEVELOPMENT PLAN PROJECT ON THE SOUTHWEST SIDE OF THE STOCKTON METROPOLITAN AIRPORT, WEST OF THE STATE ROUTE 99 AND NORTHEAST OF EAST FRENCH CAMP ROAD (FRENCH CAMP INVESTMENTS, LLC, ET AL, DA1-05)

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

SECTION I. Findings.

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

   a. The proposed Development Agreement 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 (FEIR2-05) 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.

   b. Approval of the Development Agreement (DA1-05) is in the best interest of the City.

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

   d. The Development Agreement is consistent with the general land uses, objectives, policies, and programs of the General Plan, and Master Development Plan 2-05.

   e. 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.

   f. 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 French Camp Investments, LLC, et al, based on the above Findings.

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 French Camp Investments, 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
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF STOCKTON
AND
FRENCH CAMP INVESTMENTS, LLC, MONTAHENO INVESTMENTS, LLC,
TOYON INVESTMENTS, LLC AND SEQUOIA TIDEWATER INVESTMENT, LLC
REGARDING
TIDEWATER CROSSING

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 French Camp Investments, LLC, a California limited liability company, Montaheño Investments, LLC, a Nevada limited liability company, Toyon Investments, LLC, a Nevada limited liability company, and Sequoia Tidewater Investment, LLC, a Delaware limited liability company, (hereinafter, collectively, "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:

RECATALS

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 867+/- acre Tidewater Crossing Master Development Plan area is referred to in this Agreement as the "Property." Developer currently has a legal and/or equitable interest in certain real property consisting of approximately 581+/- 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 of the Property. Attached to this Agreement as Exhibit B, and incorporated herein as if set forth in full, 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, industrial and, open space/recreational uses, consistent with, and contemplated, permitted and administered by the Tidewater Crossing Master Development Plan, as more particularly described in the "Project Description" portion of the Final Environmental Impact Report ("FEIR") for the Tidewater Crossing Project ("Project"). Any reference in this Agreement to the "Project" shall mean and include the "Property," and any reference in this Agreement to the "Property" 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;
3. The Tidewater Crossing Master Plan Development ("Master Plan"), including the Fiscal Impact Analysis ("Tidewater Crossing FIA" or "FIA") appended to the Master Plan;
4. The Tidewater Crossing Zoning approvals ("Tidewater Crossing Zoning");
5. The Preliminary Feasibility Analysis ("Tidewater Crossing PFA" or "PFA"); and
6. Amendments to Utility Master Plans.

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, a City Resolution of Application for Annexation 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 on thirty (30) 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 3.03 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 for the in Recital paragraph B of the 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) "Master Plan" shall have that meaning set forth in Recital paragraph D.3 of this Agreement.

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

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

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

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

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

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

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

(46) "Other Entity" shall have that meaning set forth in Section 3.02(a) of this Agreement.

(47) "Other Permits" shall have that meaning set forth in Section 3.02(a) of this Agreement.

(48) "Oversizing" shall have that meaning set forth in Section 2.08(a) of this Agreement.

(49) "Party" and "Parties" shall have those meanings set forth in the Preamble of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

"Tidewater Crossing FIA" or "FIA" shall have that meaning set forth in Recital paragraph D.3 of this Agreement.

"Tidewater Crossing PFA" or "PFA" shall have that meaning set forth in Recital paragraph D.5 of this Agreement.

"Tidewater Crossing Zoning" shall have that meaning set forth in Recital paragraph D.4 of this Agreement.

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

"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 Property 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 Subject 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.

ARTICLE 2
APPLICABLE LAW

2.01 Applicable Law—Generally.

(a) As used in this Agreement, "Applicable Law" shall mean all of the items listed below. The order of their importance is the order in which they are listed (with highest
importance listed first, second most important listed second, etc.); in the event of a conflict between them, their order shall determine which one controls (the one listed higher controlling over the one listed lower):

(1) All of the provisions, terms and conditions of this Agreement.

(2) The "Climate Action Plan" and the "Early Climate Protection Actions" (defined in Section 2.03 of this Agreement).

(3) The Existing Approvals. Developer hereby waives any legal or equitable right to challenge administratively or judicially any Existing Approvals including conditions of those Existing Approvals. Such waiver includes acts of protest and/or litigation pursuant to the Mitigation Fee Act and/or other applicable law.

(4) The Subsequent Approvals, provided such Subsequent Approvals are:

(A) In compliance with all controlling California law;

(B) Mutually agreed to by the Parties;

(C) Duly enacted by City; and

(D) "Triggered" by City to be included within this Agreement. As used herein, "Triggered" shall mean when City adopts a Subsequent Approval, it shall make all necessary findings and take all actions required by law, including but not limited to the Development Agreement Statute, to recognize that the Subsequent Approval is consistent with the applicable City of Stockton General Plan and is part of the Applicable Law.

(5) The "Existing City Laws" that are not in conflict with this Agreement and the Project Approvals.

(6) Any "New City Laws" Developer is subject to under this Agreement; for example, as provided in, but not limited to, Section 2.09. Additionally, any New City Laws to which Developer elects to be subject pursuant to Section 2.09(e).

(b) The Parties acknowledge that the Subsequent Approvals may be processed in stages and therefore one or more Subsequent Approvals may be adopted and approved before other Subsequent Approvals needed for development of the Project are adopted and approved by City.

(c) The Parties shall cooperatively assemble all of the necessary documents to memorialize, to the best of their abilities, the Project Approvals, Existing City Laws, and the terms and conditions contained in this Agreement to assist Developer to maintain the documents