RECORDING REQUESTED BY AND

WHEN RECORDED, RETURN TO:
Jefferson School District
7500 West Linne Road
Tracy, CA 95376
Attn: Superintendent

THIRD AMENDMENT TO

TRACY HILLS PROJECT

SCHOOL IMPACT MITIGATION AGREEMENT

FOR PROJECT PHASE 1 (1A & 1B) DEVELOPMENT

BY AND AMONG

JEFFERSON SCHOOL DISTRICT,
on the one hand,
and
TRACY PHASE I, LLC
TRACY PHASE IB, LLC
TRACY PHASE 2, LLC
TRACY PHASE 3, LLC
TRACY PHASE 4, LLC
TRACY BPS, LLC

on the other hand,
AS SUCCESSORS TO
ANGELO K. TSAKOPOULOS,
and
THE TSAKOPOULOS FAMILY PARTNERSHIP

DATED AS OF DECEMBER __, 2019

THIRD AMENDMENT TO
TRACY HILLS PROJECT
SCHOOL IMPACT MITIGATION AGREEMENT
FOR PROJECT PHASE 1 (1A & 1B) DEVELOPMENT

THIS THIRD AMENDMENT TO TRACY HILLS PROJECT SCHOOL IMPACT MITIGATION AGREEMENT FOR PROJECT PHASE 1 (1A & 1B) DEVELOPMENT ("Third Amendment to Mitigation Agreement" or "Third Amendment"), dated as of December __, 2019, by and among JEFFERSON SCHOOL DISTRICT of San Joaquin County, California ("School District"), a school district organized and existing under the laws of the State of California ("State"), TRACY PHASE I, LLC, a Delaware limited liability company, TRACY PHASE IB, LLC, a Delaware limited liability company. TRACY PHASE 2, LLC, a Delaware limited liability company, TRACY PHASE 3, LLC, a Delaware limited liability company, TRACY PHASE 4, LLC, a Delaware limited liability company, and TRACY BPS, LLC, a Delaware limited liability company (the last six entities are referred to herein collectively as the "Successor Landowners"), as successors to Angelo K. Tsakopoulos, an individual, and the Tsakopoulos Family Partnership, a California general partnership (the "Partnership" and Angelo K. Tsakopoulos and the Partnership are referred to collectively herein as the "Prior Landowners") is entered into for the purpose of amending that Tracy Hills Project School Impact Mitigation Agreement, dated as of October 14, 2003 and recorded on November 4, 2003 in the Official Records of San Joaquin County as Document No. 2003-255476 by and among the School District and the Prior Landowners, as amended by the First Amendment To Tracy Hills Project School Impact Mitigation Agreement, dated as of June 20, 2018 and recorded on July 24, 2018, in the Official Records of San Joaquin County as Document No. 2018-081169, and as amended by the Second Amendment To Tracy Hills Project School Impact Mitigation Agreement recorded as of September 19, 2018, in the Official Records of San Joaquin County as Document No. 2018-104306(as amended, the "Mitigation Agreement").

R E C I T A L S:

A. School District and Prior Landowners entered into the Mitigation Agreement for the purpose of establishing a method of funding the construction of (a) School Facilities needed to house Project Students and (b) the Central Support and Administrative Facilities required to house the Support Staff necessary to serve the Project Students and to operate and maintain the School Facilities; and

B. Successor Landowners and School District desire to amend the Mitigation Agreement as provided for in this Third Amendment to modify the terms and conditions set forth in the Mitigation Agreement pertaining to the timing of delivery of the school site identified therein as "Tracy Hills # 1" to better conform to the needs and timing of development of the Tracy Hills project.

AGREEMENT:

Section 1. Recitals.

The foregoing recitals are true and correct.

Section 2. Acknowledgement & Addition of Current Land Owner Shea Homes.

Shea Homes, Inc. ("Shea") is the current successor-in-interest to the real property identified in Exhibit A hereto, which real property the development of which is subject to the Mitigation Agreement.

Section 3. Amendment to Section 6.1(b) of the Mitigation Agreement.

Section 6.1(b) of the Mitigation Agreement is hereby deleted in its entirety and replaced by the following:

"(b) Delivery of School Facility 1 Site ("Tracy Hills #1"). Successor Landowners shall deliver Tracy Hills #1 to School District upon the later of (i) District receiving all necessary approvals from the California Department of Education for Tracy Hills #1 or (ii) the issuance by the School District of the 50th Certificate of Compliance for the Project, but in no event shall Landowners deliver Tracy Hills #1 later than November 20, 2020."

Section 4. Exhibit H.

Exhibit H to the Mitigation Agreement is hereby amended to provide that "Tracy Hills #1," shall be delivered as provided in this Third Amendment to Mitigation Agreement. Page H-1 of Exhibit H to the Mitigation Agreement is hereby deleted in its entirety and replaced with the revised page H-1 attached hereto.

Section 5. Effect of Amendment.

Except as expressly modified herein, the Mitigation Agreement remains in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Tracy Hills Project School Impact Mitigation Agreement For Project Phase 1 (1A & 1B) Development on the day and year first written.

JEFFERSON SCHOOL DISTRICT

By:_____

Its:_____

By:_____

Its:_____

SUCCESSOR LANDOWNERS

TRACY PHASE I, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title: Authorized Representative

TRACY PHASE IB, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title: Authorized Representative

TRACY PHASE 2, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title: Authorized Representative

TRACY PHASE 3, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title: Authorized Representative

TRACY PHASE 4, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title: Authorized Representative

TRACY BPS, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title: Authorized Representative

CONSENT OF LENNAR

Lennar hereby consents to the terms and recordation of this Third Amendment.

LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation

By:_____
Name:_____
Title:_____

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
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.

Signature_____ (Seal)

CONSENT OF MERITAGE

Meritage hereby consents to the terms and recordation of this Third Amendment.

MERITAGE HOMES OF CALIFORNIA, INC,
a California corporation

By:_____
Name:_____
Title: _____

CONSENT OF SHEA

Shea hereby consents to the terms and recordation of this Third Amendment.

SHEA HOMES, INC,
a Delaware corporation

By:_____
Name:_____
Title: _____

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
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.

Signature_____ (Seal)

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County of _____)

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(insert name and title of the officer)
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.

Signature_____ (Seal)

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County of _____)

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(insert name and title of the officer)
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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.

Signature_____ (Seal)

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State of California)
County of _____)

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(insert name and title of the officer)
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.

Signature_____ (Seal)

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

State of California)
County of _____)

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(insert name and title of the officer)
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.

Signature_____ (Seal)

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State of California)
County of _____)

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(insert name and title of the officer)
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.

Signature_____ (Seal)

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State of California)
County of _____)

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(insert name and title of the officer)
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.

Signature_____ (Seal)

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State of California)
County of _____)

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(insert name and title of the officer)
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.

Signature_____ (Seal)

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State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
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.

Signature_____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF SHEA PROPERTY

[ON FOLLOWING PAGES]

LEGAL DESCRIPTION

Real property in the City of Tracy , County of San Joaquin, State of California, described as follows:

PARCEL ONE:

LOTS 4 AND 5, AS SHOWN ON THE SUBDIVISION MAP FOR TRACT 3878, TRACY HILLS, FILED FOR RECORD JANUARY 26, 2018 IN BOOK 43 OF MAPS AND PLATS, AT PAGE 17, RECORDERS SERIES NO. 2018-009290, SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS, MINERAL AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BELOW THE SURFACE, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED RECORDED FEBRUARY 23, 2006, AS DOCUMENT NO. 2006-40904 SAN JOAQUIN COUNTY RECORDS, AS TO THE PORTION OF SAID LAND DESCRIBED THEREIN.

PARCEL TWO:

TEMPORARY CONSTRUCTION EASEMENTS AS SET FORTH IN THAT CERTAIN "TEMPORARY CONSTRUCTION EASEMENT AGREEMENT" EXECUTED BY AND BETWEEN EBRAHIM KAABIPOUR AND SHAHLA KAABIPOUR, TRUSTEES, OR SUCCESSOR TRUSTEES, OF THE EBRAHIM "ABE" KAABIPOUR AND SHAHLA KAABIPOUR REVOCABLE LIVING TRUST DATED FEBRUARY 9, 2007 AND TRACY PHASE I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JUNE 15, 2016, INSTRUMENT NO. 2016-069185, OF OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED LAND:

BEING A PORTION OF PARCEL "A" AS DESIGNATED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD JUNE 5, 1981 IN VOLUME 10 OF PARCEL MAPS, AT PAGE 64, SAN JOAQUIN COUNTY RECORDS, SITUATE IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A", RUNNING THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL "A" AND THE SOUTHERLY LINE OF THE CALIFORNIA AQUEDUCT, SOUTH 59° 05' 28" EAST 72.32 FEET TO A POINT; THENCE SOUTH 00° 21' 19" WEST 60.83 FEET TO A POINT; THENCE NORTH 89° 38' 41" WEST 62.36 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "A" AND THE EASTERLY RIGHT-OF-WAY LINE OF CORRAL HOLLOW ROAD (30 FEET HALF WIDTH); THENCE ALONG THE SAID WESTERLY LINE OF SAID PARCEL "A" AND THE SAID EASTERLY RIGHT-OF-WAY LINE OF SAID CORRAL HOLLOW ROAD, NORTH 00° 24' 05" EAST 97.60 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE BEARING NORTH 00° 24' 05" EAST FOR THE SAID WESTERLY LINE OF SAID PARCEL "A" AND THE SAID EASTERLY RIGHT-OF-WAY LINE OF SAID CORRAL HOLLOW ROAD AS SHOWN IN VOLUME 10 OF PARCEL MAPS, AT PAGE 64, SAN JOAQUIN COUNTY RECORDS.

PARCEL THREE:

TEMPORARY CONSTRUCTION EASEMENTS AS SET FORTH IN THAT CERTAIN "TEMPORARY CONSTRUCTION EASEMENT AGREEMENT" EXECUTED BY AND BETWEEN EBRAHIM KAABIPOUR AND SHAHLA KAABIPOUR, TRUSTEES, OR SUCCESSOR TRUSTEES, OF THE EBRAHIM "ABE" KAABIPOUR AND SHAHLA KAABIPOUR REVOCABLE LIVING TRUST DATED FEBRUARY 9, 2007 AND TRACY PHASE I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JUNE 15, 2016, INSTRUMENT NO. 2016-069185, OF OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED LAND:

BEING A PORTION OF PARCEL "A" AS DESIGNATED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD JUNE 5, 1981 IN VOLUME 10 OF PARCEL MAPS, AT PAGE 64, SAN JOAQUIN COUNTY RECORDS, SITUATE IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; RUNNING THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL "A" AND THE SOUTHERLY LINE OF THE CALIFORNIA AQUEDUCT, SOUTH 59°05'28" EAST 72.32 FEET TO THE POINT OF BEGINNING; THENCE, RUNNING ALONG THE SAID NORTHERLY LINE OF SAID PARCEL "A" AND THE SOUTHERLY LINE OF THE CALIFORNIA AQUEDUCT SOUTH 59°05'28" EAST 43.74 FEET TO A POINT; THENCE, PARALLEL WITH AND 100.00 FEET OFFSET FROM THE WESTERLY LINE OF SAID PARCEL "A" AND THE EASTERLY RIGHT-OF-WAY LINE OF CORRAL HOLLOW ROAD (30 FEET HALF WIDTH), SOUTH 00°24'05" WEST 407.03 FEET TO A POINT; THENCE, NORTH 89°35'55" WEST 50.00 FEET TO A POINT; THENCE, PARALLEL WITH AND 50.00 FEET OFFSET FROM THE SAID WESTERLY LINE OF SAID PARCEL "A" AND THE SAID EASTERLY RIGHT-OF-WAY LINE OF SAID CORRAL HOLLOW ROAD, SOUTH 00°24'05" WEST 400.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL A; THENCE, ALONG THE SAID SOUTHERLY LINE OF SAID PARCEL "A", NORTH 89°35'55" WEST 50.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A" AND THE SAID EASTERLY RIGHT-OF-WAY LINE OF SAID CORRAL HOLLOW ROAD; THENCE, ALONG THE SAID WESTERLY LINE OF SAID PARCEL "A" AND THE SAID EASTERLY RIGHT-OF-WAY LINE OF SAID CORRAL HOLLOW ROAD, NORTH 00°24'05" EAST 768.36 FEET TO A POINT; THENCE, SOUTH 89°38'41" EAST 62.36 FEET TO A POINT; THENCE, NORTH 00°21'19" EAST 60.83 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE BEARING NORTH 00°24'05" EAST FOR THE SAID WESTERLY LINE OF SAID PARCEL "A" AND THE SAID EASTERLY RIGHT-OF-WAY LINE OF SAID CORRAL HOLLOW ROAD AS SHOWN IN VOLUME 10 OF PARCEL MAPS, AT PAGE 64, SAN JOAQUIN COUNTY RECORDS.

PARCEL FOUR:

TEMPORARY CONSTRUCTION EASEMENTS AS SET FORTH IN THAT CERTAIN "TEMPORARY CONSTRUCTION EASEMENT AGREEMENT" EXECUTED BY AND BETWEEN LINDA POMBO, AS SUCCESSOR TRUSTEE OF THE TESTAMENTARY TRUST CREATED BY ORDER SETTLING FINAL ACCOUNT AND REPORT OF EXECUTOR FOR COMPENSATION FOR EXECUTOR AND FOR LEGAL SERVICES AND FOR FINAL DISTRIBUTION OF THE ESTATE OF LESTER HUCK, DECEASED, CASE NO. PR 65501 AND TRACY PHASE I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED DECEMBER 21, 2016, INSTRUMENT NO. 2016-159100, OF OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED LAND:

BEING A PORTION OF THE 76.637 ACRES NET PARCEL AS DESIGNATED ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD SEPTEMBER 23, 1987 IN BOOK 29 OF SURVEYS, AT PAGE 138, SAN JOAQUIN COUNTY RECORDS, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID 76.637 ACRES NET PARCEL, RUNNING THENCE ALONG THE WESTERLY LINE OF SAID 76.637 ACRES NET PARCEL AND THE EASTERLY RIGHT-OF-WAY LINE OF CORRAL HOLLOW ROAD (30 FEET HALF WIDTH), NORTH 00°12'16" EAST 261.80 FEET TO A POINT; THENCE, SOUTH 89°47'44" EAST 61.77 FEET TO A POINT; THENCE, SOUTH 00°13'16" WEST 261.50 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID 76.637 ACRES NET PARCEL; THENCE, ALONG THE SAID SOUTHERLY LINE OF SAID 76.637 ACRES NET PARCEL, SOUTH 89°55'47" WEST 61.69 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE BEARING NORTH 00° 12'16" EAST FOR THE SAID WESTERLY LINE OF SAID 76.637 ACRES NET PARCEL AND THE SAID EASTERLY RIGHT- OF-WAY LINE

OF SAID CORRAL HOLLOW ROAD AS SHOWN IN BOOK 29 OF SURVEYS, AT PAGE 138, SAN JOAQUIN COUNTY RECORDS.

PARCEL FIVE:

TEMPORARY CONSTRUCTION EASEMENTS AS SET FORTH IN THAT CERTAIN "TEMPORARY CONSTRUCTION EASEMENT AGREEMENT" EXECUTED BY AND BETWEEN SCOTT KERR AND BONNIE DOOLEY, CO-TRUSTEES OF THE DONALD AND GERALDINE HUCK 2002 FAMILY REVOCABLE TRUST, AS TO AN UNDIVIDED ONE-HALF INTEREST AND WILLIAM GRIFFITH, AS TRUSTEE OF THE GRIFFITH FAMILY LIVING TRUST, AS TO AN UNDIVIDED ONE-HALF INTEREST AND TRACY PHASE I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED DECEMBER 21, 2016, INSTRUMENT NO. 2016-159099, OF OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED LAND:

BEING A PORTION OF THE 63.709 ACRES NET PARCEL AS DESIGNATED ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD SEPTEMBER 23, 1987 IN BOOK 29 OF SURVEYS, AT PAGE 138, SAN JOAQUIN COUNTY RECORDS, SITUATE IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID 63.709 ACRES NET PARCEL AND THE EASTERLY RIGHT-OF-WAY LINE OF CORRAL HOLLOW ROAD (30 FEET HALF WIDTH), RUNNING THENCE ALONG THE WESTERLY LINE OF SAID 63.709 ACRES NET PARCEL AND THE SAID EASTERLY RIGHT-OF-WAY LINE OF SAID CORRAL HOLLOW ROAD, SOUTH 00°15'09" WEST 50.30 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 89°45' 18" EAST 39.26 FEET TO A POINT; THENCE, SOUTH 00°15'09" WEST 87.91 FEET TO A POINT; THENCE, NORTH 89°52'52" EAST 22.50 FEET TO A POINT; THENCE, SOUTH 00°12'23" WEST 111.16 TO A POINT ON THE SOUTHERLY LINE OF THE SAID 63.709 ACRES NET PARCEL AND THE NORTHERLY LINE OF THE CALIFORNIA AQUEDUCT; THENCE, ALONG THE SAID SOUTHERLY LINE OF SAID 63.709 ACRES NET PARCEL AND THE SAID NORTHERLY LINE OF THE CALIFORNIA AQUEDUCT, NORTH 55°39'45" EAST 48.28 FEET TO A POINT; THENCE, CONTINUING ALONG THE SAID SOUTHERLY LINE OF SAID 63.709 ACRES NET PARCEL AND THE SAID NORTHERLY LINE OF THE CALIFORNIA AQUEDUCT, NORTH 18°15'56" WEST 68.85 FEET TO A POINT ON THE SAID WESTERLY LINE OF SAID 63.709 ACRES NET PARCEL AND THE SAID EASTERLY RIGHT-OF-WAY LINE OF SAID CORRAL HOLLOW ROAD; THENCE, ALONG THE SAID WESTERLY LINE OF SAID 63.709 ACRES NET PARCEL AND THE SAID EASTERLY RIGHT-OF-WAY LINE OF SAID CORRAL HOLLOW ROAD, NORTH 00°15'09" EAST 106.57 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE BEARING NORTH 00°'15'09" EAST FOR THE SAID WESTERLY LINE OF SAID 63.709 ACRES NET PARCEL AND THE SAID EASTERLY RIGHT-OF-WAY LINE OF SAID CORRAL HOLLOW ROAD AS SHOWN IN BOOK 29 OF SURVEYS, AT PAGE 138, SAN JOAQUIN COUNTY RECORDS.

PARCEL SIX:

TEMPORARY CONSTRUCTION EASEMENTS AS SET FORTH IN THAT CERTAIN "TEMPORARY CONSTRUCTION EASEMENT AGREEMENT" EXECUTED BY AND BETWEEN SCOTT KERR AND BONNIE DOOLEY, CO-TRUSTEES OF THE DONALD AND GERALDINE HUCK 2002 FAMILY REVOCABLE TRUST, AS TO AN UNDIVIDED ONE-HALF INTEREST AND WILLIAM GRIFFITH, AS TRUSTEE OF THE GRIFFITH FAMILY LIVING TRUST, AS TO AN UNDIVIDED ONE-HALF INTEREST AND TRACY PHASE I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED DECEMBER 21, 2016, INSTRUMENT NO. 2016-159099, OF OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED LAND:

BEING A PORTION OF THE 63.709 ACRES NET PARCEL AS DESIGNATED ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD SEPTEMBER 23, 1987 IN BOOK 29 OF SURVEYS, AT PAGE 138, SAN JOAQUIN COUNTY RECORDS, SITUATE IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF SAN JOAQUIN, STATE OF

CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID 63.709 ACRES NET PARCEL, RUNNING THENCE ALONG THE NORTHERLY LINE OF SAID 63.709 ACRES NET PARCEL, NORTH 89°55'47" EAST 61.69 FEET TO A POINT; THENCE, SOUTH 00°13'16" WEST 138.40 FEET TO A POINT; THENCE, SOUTH 89°52'52" WEST 22.50 FEET TO A POINT; THENCE, NORTH 00°15'09" EAST 87.91 FEET TO A POINT; THENCE, NORTH 89°45'18" WEST 39.26 FEET TO A POINT; THENCE, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CORRAL HOLLOW ROAD (30 FEET HALF WIDTH), NORTH 00°15'09" EAST 50.30 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE BEARING NORTH 00°15'09" EAST FOR THE SAID WESTERLY LINE OF SAID 63.709 ACRES NET PARCEL AND THE SAID EASTERLY RIGHT-OF-WAY LINE OF SAID CORRAL HOLLOW ROAD AS SHOWN IN BOOK 29 OF SURVEYS, AT PAGE 138, SAN JOAQUIN COUNTY RECORDS.

APN: 253-360-010-000 and 253-360-030-000 (Affects this and other properties) and 253-360-017 (New APN, not yet assessed)

Exhibit H-1

Jefferson School District
Timeline of Delivering School Sites
In the Tracy Hills Project

School Site Reference	Date of Delivery
Tracy Hills #1	Upon the later of (i) District receiving all necessary approvals from the California Department of Education for Tracy Hills #1 or (ii) Prior to the issuance of a Certificate of Compliance for the 50thth EDU in the project, but in no event shall Landowners deliver Tracy Hills #1 later than November 20, 2020.
Tracy Hills #2	Prior to the approval of the first tentative map for development purposes anywhere in Tracy Hills Development Project Phase 2, School District and Landowners will agree to a delivery date.
Tracy Hills #3	Six (6) months prior to the issuance of a Certificate of Compliance for the 3,000th EDU in the Project.
Tracy Hills #4	Six (6) months prior to the issuance of a Certificate of Compliance for the 4,450th EDU in the Project.
Tracy Hills #5	Six (6) months prior to the issuance of a Certificate of Compliance for the 5,750th EDU in the Project.
Tracy Hills #6	Six (6) months prior to the issuance of a Certificate of Compliance for the 7,050th EDU in the Project.
In the event that more than six (6) School Sites are needed in the Overall Tracy Hills Project, Developer and School District shall meet to determine the date of delivery for such additional School Sites. The meeting shall occur prior to the issuance of a Certificate of Compliance for the 8,000th EDU in the Project. In the event that Landowner and School District cannot agree on a timeline of delivery for future School Sites, School District will not be required to issue Certificates of Compliance for other EDU's within the Project until the School District and Landowner agree on a timeline.	

H-1