Information Sheet – 05/09/2023 - Board of Trustees Meeting

TO: Board of Trustees Item: 7.5

FR: Jim Bridges

DATE: May 5, 2023

RE: Fifth Amendment to the Tracy Hills Mitigation Agreement

The District continues to mitigate the impact of additional development with the school district boundaries with Tracy Hills LLC. The Fifth Amendment to the Mitigation Agreement serves two primary purposes. First, to adjust the cost of School Site 2 and 3 to $52,000,000 in 2023 dollars with an annual adjustment each year. Second, to incorporate the use of a JCFA as a funding stream for school construction. Third, to identify the locations of School Site 2 and 3 pending all approvals.

Recommendation:

Approve the Fifth Amendment to the Tracy Hills Mitigation Agreement.

RECORDING REQUESTED BY AND

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

FIFTH AMENDMENT TO

TRACY HILLS PROJECT

SCHOOL IMPACT MITIGATION AGREEMENT

FOR PROJECT PHASES 2-4 DEVELOPMENT

BY AND AMONG

JEFFERSON SCHOOL DISTRICT,
on the one hand,
and

TRACY PHASE 2, LLC
TRACY PHASE 3, LLC
TRACY PHASE 4, LLC

and
LENNAR HOMES OF CALIFORNIA, LLC
on the other hand

DATED AS OF MAY 9, 2023

FIFTH AMENDMENT TO
TRACY HILLS PROJECT
SCHOOL IMPACT MITIGATION AGREEMENT
FOR FUTURE TRACY HILLS

THIS FIFTH AMENDMENT TO TRACY HILLS PROJECT SCHOOL IMPACT MITIGATION AGREEMENT ("Fifth Amendment to Mitigation Agreement" or "Fifth Amendment"), dated as of May 9, 2023, 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 2, LLC, a Delaware limited liability company ("TP2"), TRACY PHASE 3, LLC, a Delaware limited liability company ("TP3"), TRACY PHASE 4, LLC, a Delaware limited liability company ("TP4") and LENNAR HOMES OF CALIFORNIA, a California limited liability company ("Lennar"), (the last four entities are referred to herein collectively as the "Subject 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 Successor Landowners, and as amended by the First Amendment to Tracy Hills Project School Impact Mitigation Agreement for Project Phase 1 (1A & 1B) Development, 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, (the "First Amendment") as amended by the Second Amendment to Tracy Hills Project School Impact Mitigation Agreement for Project Phase 1 (1A & 1B) Development, recorded as of September 19, 2018, in the Official Records of San Joaquin County as Document No. 2018-104306, (the "Second Amendment") as amended by the Third Amendment to Tracy Hills Project School Impact Mitigation Agreement For Project Phase 1 (1A & 1B) Development, recorded as of February 25, 2020, in the Official Records of San Joaquin County as Document No. 2020-023907 (the "Third Amendment") as amended by the Fourth Amendment to Tracy Hills Project School Impact Mitigation Agreement For Project Phase 1 (1A & 1B) Development, recorded as of April 25, 2023, in the Official Records of San Joaquin County as Document No. 2023-031634 (the "Fourth Amendment")(collectively, the "Mitigation Agreement").

R E C I T A L S:

A. The school impacts relating to Project Phase 1 (now referred to as Project Phase 1A, Project Phase 1B and Project Phase 1C) of the Project have been mitigated pursuant to the terms of Mitigation Agreement as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment. This Fifth Amendment shall provide the mitigation for school impacts relating to Project Phases 2, 3 and 4. Project Phase 2 shall be defined as the first 1465 EDUs outside of Project Phase 1. Project Phase 3 shall be approximately 1309 EDUs. Project Phase 4 shall be approximately 339 EDUs. The land comprising Project Phases 2, 3, and 4 is more particularly described in Exhibit AA attached hereto and incorporated by this reference. In addition, affiliates of TP2, TP3, and TP4 are currently proposing additional projects within Tracy Hills known as Tseng West and Rodgers Vieira. For purposes of this Fifth Amendment, Project Phases 2, 3, 4, Tseng West, and Rodgers Vieira are referred to collectively as "Future Tracy Hills."

B. School District and Prior Successor 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.

C. School District has confirmed that it does not require an additional site for administrative offices and therefore has agreed to terminate the option providing for such in Section 7 of the Mitigation Agreement.

D. Subject Landowners and School District desire to amend the Mitigation Agreement as provided for in this Fifth Amendment to Mitigation Agreement to modify the terms and conditions set forth in the Mitigation Agreement pertaining to the provision of school facilities for Future Tracy Hills.

AGREEMENT:

Section 1. Definitions.

The capitalized terms used in this Fifth Amendment shall have the meanings set forth in the Mitigation Agreement, as amended, unless such terms are defined elsewhere in this Fifth Amendment or the context requires otherwise.

Section 2. Amendment of Recitals.

New recitals M and N are hereby added as follows:

"M. School District and Subject Landowners agree School Facility 2 is sized to accommodate Project Students generated from development in Project Phase 2 and a portion of Project Phase 3. In the event Subject Landowners initiate development in Future Tracy Hills that may require students to be temporarily housed in School Facility 1 or 2, School District may request Landowners to disclose to students residing in Project Phase 2 and 3 and attending School Facility 1 or School Facility 2 are doing so on an interim basis until such time as School Facility 3 is constructed."

"N. School District and Subject Landowners agree School Facility 3 is sized to accommodate Project Students generated from development in the remainder of Project Phase 3, Project Phase 4, Tseng West, and Rodgers Vieira. In the event Subject Landowners initiate development in Future Tracy Hills that may require students to be temporarily housed in School Facility 1 or 2, School District may request Landowners to disclose to students residing in Project Phase 3, 4, Tseng West or Rodgers Vieira and attending School Facility 1 or School Facility 2 or other school sites as deemed appropriate in the discretion of School District that they are doing so on an interim basis until such time as School Facility 3 is constructed."

Section 3. Amendment to Sections 5.6 and 5.7 of the Mitigation Agreement

A new Section 5.6 is added to the Mitigation Agreement as follows:

"5.6 Temporary & Interim School Facilities for Project Phase 2.

Temporary School Facility. Notwithstanding Section 5.1 of this Agreement, temporary school facilities to house Project Students shall be provided at the Temporary School Facility for Project Phase 1A prior to completion of School Facility 2 and School Facility 3. Subject Landowners shall pay the cost of such Temporary School Facility as per Sections 5.2 - 5.4 of this Agreement.

Interim School Facility. Prior to completion of School Facility 2 and then 3, in the event (i) School District notifies Subject Landowners by June 30 of any given year that more than 300 Project Students are projected within Phase 2-4 in the school year following the projection and (ii) School Facility 2 and then School Facility 3 will not be ready for occupancy in the second school year following the projection, Subject Landowners shall be responsible for funding the Interim School Facility to serve students. Subject Landowners may determine in their sole and absolute discretion if Interim School Facilities shall be leased or purchased. Subject Landowners shall deposit such funds by January 31 following the projection. For example, if the District determines in June of 2023 that the projected students will exceed 300 in the 2023/24 school year, Subject Landowners will deposit funds for the Interim School Facility by January 31 of 2024 so the Interim School Facility is available in August of 2024 for the 2024/25 school year. The Interim School Facility may include, but not exceed, the following:

- 13 Classrooms (960 sq. ft.)
- 1 Office/Staff Room (1,440 sq. ft.)
- 1 MPR/Cafeteria (1,920 sq. ft.)
- 1 Library (1,440 sq. ft.)
- 2 Restroom Facilities (960 sq. ft.)
- Small Playground Structure
- 50 car minimum parking lot
- Paved Play Area (Basketball Hoops and Volleyball Poles)
- Turf Play Area

The site and all facilities must meet all California Department of Education and Department of the State Architect building code requirements."

A new Section 5.7 is added to the Mitigation Agreement as follows:

"5.7 Delivery of Interim School Facility.

If the Interim School Facility is needed to house project students prior to the completion of School Facility 2 or thereafter prior to completion of School Facility 3, it shall be delivered to the School District in "Superpad Condition" as specified in Exhibit I attached to this Agreement, and, in addition Subject Landowners shall install asphalt for the 50-space parking lot and paved play area and lay turf in play area, and shall install utilities to within five (5) feet of building pads, all prior to January 31 of the year the Interim School Facility is needed."

Section 4. Amendments to Sections 6.3 and 6.4 of the Mitigation Agreement.

Sections 6.3 and 6.4 of the Mitigation Agreement are hereby deleted in their entirety and replaced by the following:

"6.3. School Facility 2.

(a) Costs to Obtain School Facility Approvals for School Facility 2. Subject Landowners shall advance all costs incurred by the School District to obtain all necessary final approvals for School Facility 2 from all agencies as required pursuant to clause (a) of Section 10.3 of this Agreement.

(b) Delivery of School Facility 2 Site ("Tracy Hills #2"). Subject Landowners shall deliver Tracy Hills #2 to School District upon the later of (i) 30 days after District receiving all necessary approvals from the California Department of Education for Tracy Hills #2 or (ii) 120 days after School District gives written notice (email being sufficient) of intention to close. Subject Landowners and School District hereby agree that Tracy Hills #2, as depicted on Exhibit BB is acceptable to School District, subject only to final approval by the State of California Department of Education and/or Division of the State Architect (the "State") and the approval by the District's Board of Education of a Resolution Approving Acquisition of School Facility 2 Site. To the extent the State requires modifications, Subject Landowners and School District will work in good faith to accommodate any such changes in a manner that minimizes impact on Subject Landowners development adjacent to Tracy Hills #2.

(c) Subject Landowners Contribution to Cost of Design of School Facility 2. Subject Landowners shall provide $1,500,000 to School District for the cost of the design of School Facility 2 from a Superpad Condition to use and occupancy (the "Design Deposit"). The amount of the Design Deposit shall be adjusted annually on January 1st of each calendar year, commencing on January 1, 2024, based on the percentage change in the Index.

(1) School District may retain the services of such consultants as may be necessary to assist the School District in obtaining all necessary approvals for School Facility 2. School District reasonably believes that it will be necessary for School District to retain consultants to perform the following services:

- Architectural;
- California Environment Quality Act compliance;
- DTSC consultation and processing;
- Traffic engineering;
- Pipeline study;
- Aeronautics consultation;

- GeoHazards;
- GeoTechnical; and
- Appraisal.

(i) School District agrees to adhere to all applicable state or federal requirements in retaining such consultants. School District shall provide Developer with copies of all proposed consultant contracts.

(ii) An initial deposit of $350,000 shall be paid to the School District not less than thirty (30) days following the mutual execution of the Fifth Amendment.

(iii) The Design Deposit shall be delivered to School District within thirty (30) days of written notice (email being sufficient) to Subject Landowner of the approval of School Facility Site 2 by the California Department of Education. .

(d) School Facility 2.

(i) School Facility 2 shall consist of the following facilities: five (5) Kindergarten classrooms, eighteen (18) 1st-5th grade classrooms, two (2) special education classrooms, one (1) modular band classroom, one (1) modular PE classroom, core facilities consisting of administration, cafeteria, multi-purpose room, library and furniture/equipment. The estimated square footage of School Facility 2 shall be approximately 75,000 square feet.

(ii) The total cost of the School Facility 2 is $52,000,000 in 2023 dollars (the "School Facility 2 Facilities Cost"). Such School Facility 2 Facilities Cost shall be adjusted annually on January 1st of each calendar year, commencing on January 1, 2024, based on the percentage change in the Index.

(iii) The Parties intend to cause construction of School Facility 2 to be completed at the time the Parties estimate opening enrollment shall be 50% of capacity (the "Opening Date"). Subject Landowners shall provide the School District with funds in the amount of the School Facility 2 Facilities Cost for the construction of School Facility 2 on the date that is two (2) years before the Opening Date.

6.4. School Facility 3.

(a) Costs to Obtain School Facility Approvals for School Facility 3. Subject Landowners shall advance all costs incurred by the School District to obtain all necessary final approvals for School Facility 3 from all agencies as required pursuant to clause (a) of Section 10.3 of this Agreement.

(b) Delivery of School Facility 3 Site ("Tracy Hills #3"). Subject Landowners shall deliver Tracy Hills #3 to School District upon the later of (i) 30 days after District receiving all necessary approvals from the California Department of Education for Tracy Hills #3 or (ii) 120 days after School District gives written notice (email being sufficient) of intention to close. Subject Landowners and School District hereby agree that

Tracy Hills #3, as depicted on Exhibit BB is acceptable to School District, subject only to final approval by the State of California Department of Education and/or Division of the State Architect (the "State") and the approval by the District's Board of Education of a Resolution Approving Acquisition of School Facility 3 Site. To the extent the State requires modifications, Subject Landowners and School District will work in good faith to accommodate any such changes in a manner that minimizes impact on Subject Landowners development adjacent to Tracy Hills #3.

(c) Subject Landowners Contribution to Cost of Design of School Facility 3. Subject Landowners shall provide $1,500,000 to School District for the cost of the design of School Facility 3 from a Superpad Condition to use and occupancy (the "Design Deposit"). The amount of the Design Deposit shall be adjusted annually on January 1st of each calendar year, commencing on January 1, 2024, based on the percentage change in the Index.

(1) School District may retain the services of such consultants as may be necessary to assist the School District in obtaining all necessary approvals for School Facility 3. School District reasonably believes that it will be necessary for School District to retain consultants to perform the following services:

- Architectural;
- California Environment Quality Act compliance;
- DTSC consultation and processing;
- Traffic engineering;
- Pipeline study;
- Aeronautics consultation;
- GeoHazards;
- GeoTechnical; and
- Appraisal.

(i) School District agrees to adhere to all applicable state or federal requirements in retaining such consultants. School District shall provide Developer with copies of all proposed consultant contracts.

(ii) An initial deposit of $350,000 shall be paid to the School District not less than ninety (90) days following the approval of the tentative map which includes Tracy Hills #3.

(iii) The Design Deposit shall be delivered to School District within thirty (30) days of written notice (email being sufficient) to Subject Landowner of the approval of School Facility Site 3 by the California Department of Education.

(d) School Facility 3.

(i) School Facility 3 shall consist of the following facilities: five (5) Kindergarten classrooms, eighteen (18) 1st-5th grade classrooms, two (2) special education classrooms, one (1) modular band classroom, one (1) modular PE classroom, core facilities consisting of administration, cafeteria, multi-purpose room, library and furniture/equipment. The estimated square footage of School Facility 3 shall be approximately 75,000 square feet.

(ii) The total cost of the School Facility 3 is $52,000,000 in 2023 dollars (the "School Facility 3 Facilities Cost"). Such School Facility 3 Facilities Cost shall be adjusted annually on January 1st of each calendar year, commencing on January 1, 2024, based on the percentage change in the Index.

(iii) The Parties intend to cause construction of School Facility 3 to be completed at the time the Parties estimate opening enrollment shall be 50% of capacity (the "Opening Date"). Subject Landowners shall provide the School District with funds in the amount of the School Facility 3 Facilities Cost for the construction of School Facility 3 on the date that is two (2) years before the Opening Date."

Section 5. Deletion of Section 7.0 of the Mitigation Agreement.

Section 7.0 of the Mitigation Agreement is deleted in its entirety and the option created thereby is of no further force and effect.

Section 6. Revise Section 9 regarding Community Facilities District as follows:

The first paragraph of Section 9 is numbered Section 9.1(a) and the second paragraph of Section 9 is numbered Section 9.1(b).

Add a new Section 9.2 as follows:

"9.2 TP2, TP3, and TP4 (collectively, the "TP Landowners"), among others, have requested School District enter into a joint community facilities agreement with the City of Tracy ("JCFA") for the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) to allow for the use of Bond Proceeds (as defined in the JCFA) to reimburse the School District for Mitigation payments applied by the School District and then using such funds to reimburse the applicable TP Landowners for such Mitigation payments. The JCFA includes the following procedures for the School District to follow in the event Bond Proceeds are disbursed to the School District:

Upon disbursement of Bond Proceeds to School District, School District shall deposit such Bond Proceeds in one or more separate capital accounts (the "Bond Proceeds Deposit Account"). Promptly after deposit of such Bond Proceeds into the Bond Proceeds Deposit Account, School

District will pay to the Applicable Landowner (as defined in the JCFA) a corresponding amount of the Mitigation Payments that were previously paid by the Applicable Landowner to the School District and that were previously expended on the costs of School Facilities within thirty (30) calendar days of the School District's receipt of the written instructions from the Applicable Landowners containing the applicable disbursement instructions (the "Disbursement Instructions") as follows:

a) Each such set of Disbursement Instructions shall specify that the repayment with Bond Proceeds shall be made to each Applicable Landowner in proportion to the amount of the Mitigation Payments actually paid by the Applicable Landowner for the applicable Project SF (as defined in the JCFA). For example, if TP2 paid $6 million in Mitigation Payments for School Facility 2 and TP3 paid $4 million in Mitigation Payments for School Facility 2, then TP2 would be entitled to 60% of the Bond Proceeds on deposit in the Bond Proceeds Deposit Account, and TP3 would be entitled to 40% of the Bond Proceeds on deposit in the Bond Proceeds Deposit Account. Disbursement Instructions shall include the full name of each Applicable Landowner payee and payment directions for a receiving bank or financial institution which may receive funds on behalf of such Applicable Landowner payee. Each such set of Disbursement Instructions shall be signed or acknowledged by each Applicable Landowner which is a party to the JCFA.

b) School District shall establish separate accounts and/or subaccounts for the Mitigation Payments and Bond Proceeds to assist in accounting for, and payment of, the Bond Proceeds in accordance with this Agreement and the JCFA."

Section 7. Failure to Comply with Requirements of this Fifth Amendment to Mitigation Agreement

In the event that the Subject Landowners fail to timely comply with any obligation set forth in Section 3 or 4 hereof School District may withhold issuance of Certificates of Compliance for any additional Units within the Future Tracy Hills until such time as the Subject Landowners fully comply with such obligation.

Section 8. Addition of Tseng West and Rodgers Vieira Lands.

Affiliates of Subsequent Landowners are currently under contract to acquire the Tseng West and Rodgers Vieira projects. Upon acquisition by any successors or assigns of any affiliates of Subsequent Landowners, an amendment(s) will be prepared and recorded indicating those properties are subject to the terms and provisions provided herein.

Section 9. Notices.

Clause (a) of Section 17.7 of the Mitigation Agreement is hereby amended to read as follows:

"(a) if to Subject Landowners:

Tracy Phase 2, LLC
Tracy Phase 3, LLC
Tracy Phase 4, LLC

888 San Clemente Drive, Suite 100
Newport Beach, CA 92660
Attention: John Stanek/Caren Read, Esq.

With a copy to:

Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attn: Hans Van Ligten, Esq."

Lennar Homes of California, LLC
2603 Camino Ramon, Suite 525
San Ramon, CA 94583
Attn: Chad Klitz

With a copy to:

_____
_____
_____
_____

Section 10. No Intent to Affect Project Phase 1; Terms and Conditions of the Mitigation Agreement.

Nothing herein is intended to modify or amend in any way any obligations in the Mitigation Agreement, as amended, with respect to Project Phase 1 (now also referred to as Project Phase 1A, Project Phase 1B, and Project Phase 1C). Except as otherwise expressly provided for herein, the terms and conditions of the Mitigation Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Fifth Amendment to Mitigation Agreement and the Mitigation Agreement, the terms of this Fifth Amendment to Mitigation Agreement shall control.

Section 11. Exhibits.

Exhibits AA and BB attached hereto is made an additional new exhibit to the Mitigation Agreement.

The first unnumbered page of Exhibit E to the Mitigation Agreement is hereby deleted in its entirety and replaced with the revised page of Exhibit E attached hereto as Exhibit E.

Exhibit H to the Mitigation Agreement is hereby amended to provide that "Tracy Hills #2" and "Tracy Hills #3" shall be delivered as provided in this Fifth 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to Mitigation Agreement on the day and year first written.

JEFFERSON SCHOOL DISTRICT

By:_____
Its:_____

By:_____
Its:_____

SUBJECT LANDOWNERS

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

LENNAR HOMES OF CALIFORNIA, LLC,
a California Limited Liability Company

By:_____
Name:_____
Title: Authorized Representative

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)

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)

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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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)

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 Orange)

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)

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)

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)

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)

EXHIBIT AA

TRACY HILLS PROJECT PHASES 2, 3, & 4 – LEGAL DESCRIPTION

[See attached pages]

[UPDATED LEGAL DESCRIPTIONS TO BE INSERTED PRIOR TO RECORDATION]

EXHIBIT BB

DEPICTION OF APPROVED SITES OF TRACY HILLS #2 and #3

[See Attached Page(s)]

EXHIBIT E

ESTIMATED COSTS OF SCHOOL FACILITIES AND DESCRIPTION OF SCHOOL FACILITIES FOR TRACY HILLS PROJECT

[See Attached Page(s)]

Exhibit E

Description of the School Facilities for the Tracy Hills Project
[Replaces only first unnumbered page of Exhibit E]

Facility Reference	Description of Facilities to be Provided	Student Capacity	Estimated Cost [1] [2]
School Facility #1 (Phase IA)	Five (5) Kindergarten classrooms, eighteen (18) 1st-5th grade classrooms, two (2) special education classrooms, one (1) modular band classroom, one (1) modular PE classroom, core facilities consisting of administration, cafeteria, multi-purpose room, library, and furniture/equipment (collectively, the "SF1 Phase 1A Facilities"). The estimated square footage of the SF1 Phase 1A Facilities shall be approximately 53,000 square feet.	589 Students	$18,005,248
School Facility #1 (Phase IB)	Eight (8) 6-8th classrooms, one (1) special education classroom, one (1) science lab, one (1) modular PE classroom and furniture/equipment (the "SF1 Phase 1B Facilities"). The estimated square footage of the SF1 Phase 1B Facilities shall be approximately 11,040 square feet.	291 Students	$3,795,552
School Facility #1 (Phase II)	Gymnasium/stage/band classroom and furniture/equipment (the "Phase 2 Facilities"). The estimated square footage of the Phase 2 Facilities shall be approximately 10,500 square feet	N/A	$4,813,200
School Facility #2	23 K-5 modular classrooms, 10 6-8 modular classrooms, 2 special education classrooms, 2 RSP classrooms, permanent administrative facilities, permanent library/media center, permanent gym/multipurpose facility, modular and permanent additional support facilities, technology, and furniture/equipment.	836 Students	$52,000,000
School Facility #3	23 K-5 modular classrooms, 10 6-8 modular classrooms, 2 special education classrooms, 2 RSP classrooms, permanent administrative facilities, permanent library/media center, permanent gym/multipurpose facility, modular and permanent additional support facilities, technology, and furniture/equipment.	836 Students	$52,000,000
School Facility #4	23 K-5 modular classrooms, 10 6-8 modular classrooms, 2 special education classrooms, 2 RSP classrooms, permanent administrative facilities, permanent library/media center, permanent gym/multipurpose facility, modular and permanent additional support facilities, technology, and furniture/equipment.	836 Students	To be determined if needed
School Facility #5	23 K-5 modular classrooms, 10 6-8 modular classrooms, 2 special education classrooms, 2 RSP classrooms, permanent administrative facilities, permanent library/media center, permanent gym/multipurpose facility, modular and permanent additional support facilities, technology, and furniture/equipment.	836 Students	To be determined if needed
School Facility #6	23 K-5 modular classrooms, 10 6-8 modular classrooms, 2 special education classrooms, 2 RSP classrooms, permanent administrative facilities, permanent library/media center, permanent	836 Students	To be determined if needed

	gym/multipurpose facility, modular and permanent additional support facilities, technology, and furniture/equipment.		

[1] School Facilities #1 (Phase 1A, Phase 1B and Phase II) estimated cost are in 2015 dollars and shall be increased each January 1, commencing January 1, 2016, based on the percentage change in the Index.
[2] School Facilities #2 and #3 estimated cost are in 2023 dollars and shall be increased each January 1, commencing January 1, 2024, based on the percentage change in the Index
[3] School Facilities 4-6 are in 2003 dollars and shall be increased each January 1, commencing January 1, 2004, based on the percentage change in the Index.

EXHIBIT H

Replacement page of Exhibit H-1 attached hereto

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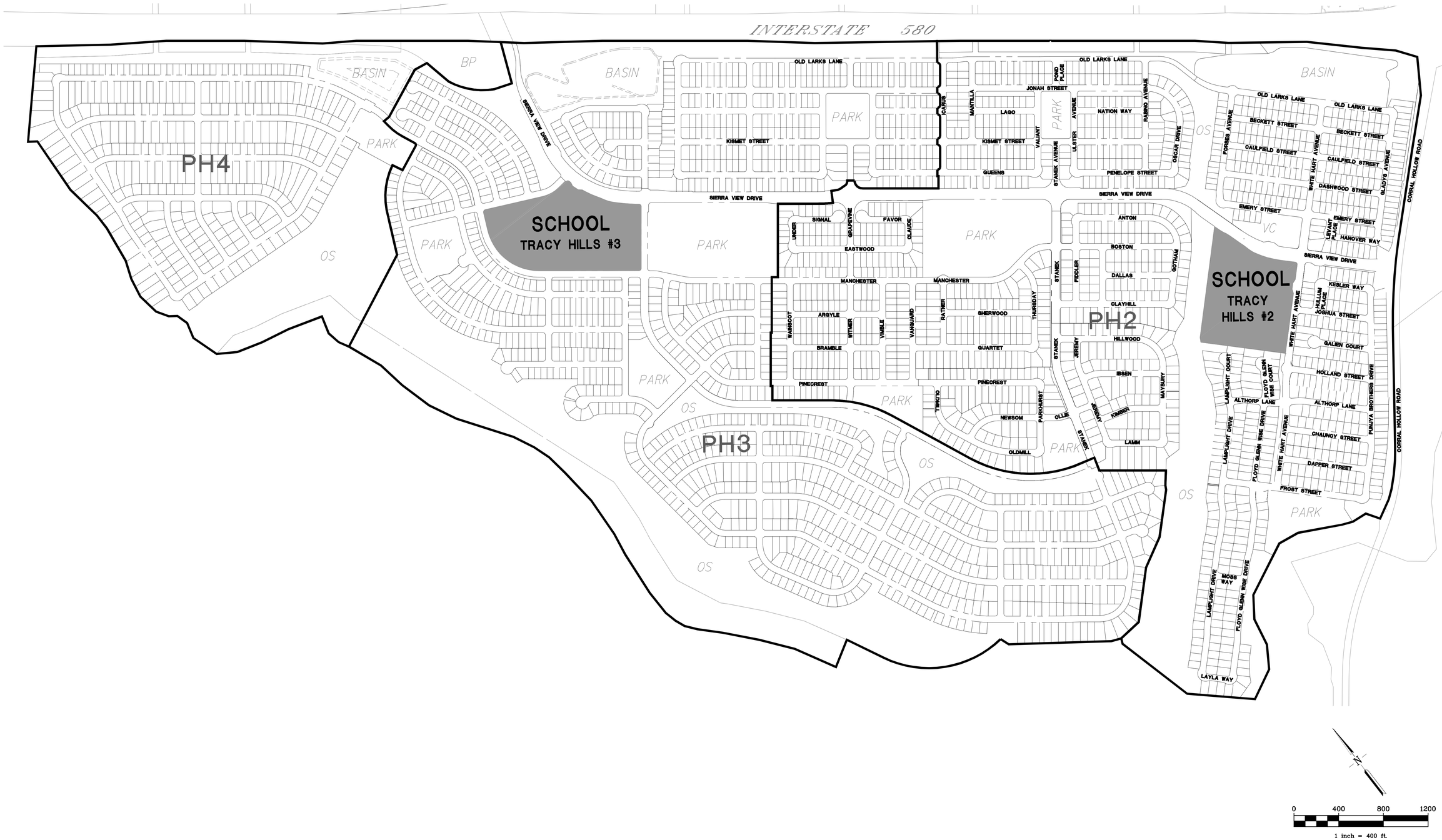
Exhibit H-1

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

School Site Reference	Date of Delivery
Tracy Hills #1	Prior to the issuance of a Certificate of Compliance for the 50th EDU in the project
Tracy Hills #2	Upon the later of (i) 30 days after District receiving all necessary approvals from the California Department of Education or (ii) 120 days of after School District gives written notice (email being sufficient) of intention to close. .
Tracy Hills #3	Upon the later of (i) 30 days after District receiving all necessary approvals from the California Department of Education or (ii) 120 days of after School District gives written notice (email being sufficient) of intention to close. .
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 Successor 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 Successor Landowner agree on a timeline.	



SCHOOL SITE EXHIBIT
TRACY HILLS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
2541 WARREN DRIVE, SUITE 100 ROCKLIN, CA 95677
PHONE: (916) 630-8900 FAX: (916) 630-8909

DATE: MAY 04, 2023

JOB NO. 201068VTM

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