

MUTUAL FINANCING AND INFRASTRUCTURE AGREEMENT

This **MUTUAL FINANCING AND INFRASTRUCTURE AGREEMENT** (“Agreement”) shall be deemed effective as of June 4th, 2019 (the “Effective Date”), by and between the City of Patterson, a California municipal corporation (“City”) and the County of Stanislaus, a political subdivision of the State of California (“County”). City and County may herein be referred to individually as a “Party” and collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. County has fee title to property in unincorporated Stanislaus County, **Assessors’ Parcel Numbers 027-001-057 to 059; 027-003-074 to 080**, an area proposed to be the Crows Landing Industrial Business Park, as shown in more detail on **Exhibit A** attached hereto and incorporated herein by this reference (the “Crows Landing Property”).

B. County desires to develop the Crows Landing Property for business park, aviation and other employment-generating uses, in accordance with the proposed Crows Landing Industrial Business Park Specific Plan (the “Crows Landing Specific Plan”). In developing the Crows Landing Specific Plan, County seeks to increase the economic vitality of the region by promoting economic development through the reuse of the Crows Landing Naval Air Facility to create a regional employment center that will bring jobs closer to County residents, providing sustainable-wage employment opportunities that will reduce commute distances for County residents.

C. The Crows Landing Specific Plan contemplates that City will provide sewer service to the Crows Landing Property. Potential impacts related to City’s provision of sewer service are analyzed in the Crows Landing Specific Plan Final Environmental Impact Report, SCN 2014102035 (the “Crows Landing FEIR”). Through this Agreement, City and County desire to establish a framework for providing sewer service to the Crows Landing Property. Section 1 of this Agreement thus constitutes implementation of Mitigation Measure No. 3.15-4 – Demonstrate Adequate Wastewater Capacity, as adopted by the Board of Supervisors on October 30, 2018, pursuant to the California Environmental Quality Act (Pub. Res. Code § 21000 *et seq.*) (“CEQA”), to set forth options for financing upgrades to City’s sewer system and wastewater treatment plant (“WWTP”) in a manner that will allow City to provide sewer service to the Crows Landing project.

D. City is preparing a master plan, general plan amendment and rezoning, and application to Stanislaus Local Agency Formation Commission (“LAFCO”) for sphere of influence modification and annexation of approximately 1,200 acres of land located north of existing City limits, and approximately 68 acres of land south of existing City limits, as shown in **Exhibit B** attached and incorporated hereto, to accommodate a variety of low, medium and high-density residential uses, along with light industrial, business park and commercial uses (the Northwest Patterson Master Plan “NWP Master Plan”).

E. The NWP Master Plan, if approved, would facilitate development of additional housing in close proximity to the Crows Landing Specific Plan area. Such development may

further reduce vehicle miles traveled, greenhouse gas and vehicle emissions, traffic congestion and other environmental impacts associated with buildout of the Crows Landing Specific Plan.

F. The Crows Landing Specific Plan includes a Sanitary Sewer Infrastructure and Facilities Study (Crows Landing Specific Plan, Appendix C) (the “Crows Landing Sewer Plan”), which incorporates a technical memorandum by City’s wastewater consultants, Black Water Consulting Engineers, dated August 25, 2017 (the “Black Water TM”). The Crows Landing Sewer Plan notes that completion of both the Phase III and Phase IV expansion projects described in City’s Wastewater Master Plan (April 2016), are needed to accept full buildout flows from the Crows Landing Specific Plan. The Blackwater TM notes that the Crows Landing Specific Plan will utilize approximately 51% of the treatment capacity of the Phase IV expansion of City’s WWTP, and approximately 36% of the collection system improvements required to convey wastewater flows from the Crows Landing Specific Plan, factoring the anticipated flows from the buildout assumptions for the City, Diablo Grande and the Crows Landing Specific Plan.

G. Development of the NWP Master Plan will likewise utilize a significant portion of City’s WWTP capacity from the Phase IV expansion. As such, concurrent development of the NWP Master Plan and Crows Landing Specific Plan, would provide financing for the City’s WWTP Phase IV expansion.

H. The Cortese-Knox Hertzberg Local Government Reorganization Act of 2000 (Gov. Code § 56000 *et seq.*) (the “CKH Act”) encourages City and County to enter into an agreement regarding proposed development standards, and planning and zoning considerations, prior to LAFCO consideration of a sphere of influence modification for the NWP Master Plan. In accordance with the CKH Act, this Agreement serves as a pre-annexation agreement for the NWP Master Plan. (CKH Act, § 56425.)

I. The housing and light industrial uses to be proposed by the NWP Master Plan, and the objectives of the Crows Landing Specific Plan to create an employment center that will bring jobs benefiting the residents of Stanislaus County, each promise to provide important regional benefits. In entering into this Agreement, County and City seek to express their mutual support for each Party’s respective projects and long-term goals as presently known by the Parties.

J. County and City have entered into an agreement for sharing property tax revenues, effective as of May 7, 1996, which includes a provision in Section 12 of that agreement that the County shall not, during the term of that agreement, object to a jurisdictional change as a result of an annexation on the grounds of fiscal impacts. In entering into this Agreement, City and County seek to preserve that existing obligation under Section 12, while working cooperatively to seek regional solutions supporting the development of both the NWP Master Plan and the Crows Landing Specific Plan.

NOW THEREFORE, in exchange for the mutual promises, covenants, and other valuable consideration provided herein, the Parties agree as follows:

AGREEMENT

Section 1. Financing and Infrastructure Agreement.

1.1. Obligations of County. County, and any and all grantees, assignees, heirs or other successors-in-interest to any portion of the Crows Landing Property (“Successors”) agree that the following obligations, if County chooses to rely on City sewer service, shall be implemented to fulfill the requirements under Mitigation Measure 3.15-4 of the Crows Landing Specific Plan Mitigation Monitoring and Reporting Plan, which County and any Successors shall incorporate as needed into all subsequent approvals related to the Crows Landing Specific Plan.

(a) **Phased Improvements.** The following off-site improvements must be installed prior to the use of any City sewer facilities by projects within the Crows Landing Specific Plan:

(i) **Phase 1 (A&B) Flows.** Prior to delivery of any Phase 1 flows to the City’s sewer system and WWTP, the Phase 1A improvements identified in the Crows Landing Sewer Plan (or acceptable substitutions, upon City and County concurrence), which are necessary for connection to the City’s sewer system, must first be installed, to provide a gravity trunk main system with (1) approximately 10,506 lineal feet of 18-inch-diameter pipe; (2) 2,992 lineal feet of 12-inch-diameter pipe; (3) 2,146 lineal feet of 8-inch-diameter pipe; (4) approximately 56 manholes; (5) construction of a 2.66-MGD lift station, (6) construction of a 0.32 MGD lift station, (7) construction of approximately 12,400 lineal feet of 12-inch sanitary sewer force main; (8) a temporary connection to the existing Western Hills Water District 18-inch sanitary sewer trunk line; and (9) a crossing under the Delta Mendota Canal; and for Phase 1B: (1) construction of 518 lineal feet of 15-inch-diameter pipe; (2) 3,028 lineal feet of 12-inch-diameter pipe; (3) 5,367 lineal feet of 10-inch-diameter pipe; (4) 17,228 lineal feet of 8-inch-diameter pipe; and (5) approximately 28 manholes.

(ii) **Phase 2 Flows.** Prior to delivery of any Phase 2 flows to the City’s sewer system and WWTP, the Phase 2 improvements identified in the Crows Landing Sewer Plan (or acceptable substitutions, upon City and County concurrence), which are necessary for connection to the City’s sewer system, must be installed, to provide a gravity trunk main system with (1) approximately 1,318 lineal feet of 12-inch-diameter pipe; (2) 971 lineal feet of 10-inch-diameter pipe; (3) 7,661 lineal feet of 8-inch-diameter pipe, (4) 20 manholes, (5) removal of the temporary connection to the Western Hills Water District sewer trunk line; and (6) installation of approximately 7,870 LF of 12-inch-diameter force main paralleling the existing Western Hills Water District sewer trunk line along Ward Avenue between Marshall Road and Bartch Avenue.

(iii) **Phase 3 Flows.** Prior to delivery of any Phase 3 flows to the City’s sewer system and WWTP, the Phase 3 improvements identified in the Crows Landing Sewer Plan (or acceptable substitutions, upon City and County concurrence), which are necessary for connection to the City’s sewer system, must be installed, to ensure the construction of backbone infrastructure to provide sanitary sewer service to the Phase 3 areas south of Marshall Road, through construction of a gravity trunk main system, with approximately (1) 3,037 lineal feet of 10-inch-diameter pipe; (2) 13,326 lineal feet of 8-inch diameter pipe; and (3) 33 manholes.

(iv) City Sewer Line Improvements. Prior to delivery of any Phase 1 flows, approximately 1,300 feet of trunk sewer line along Ward Avenue must be upsized from 21 to 24 inches, and the portion of the M Street sewer that has a reverse slope (pipe segment E5-6:E5:5) must be replaced.

(v) City WWTP Phase 4 Expansion. Prior to delivery of flows from any phase of the Crows Landing Specific Plan, the City's WWTP Phase 4 expansion must be complete or, in the alternative, City may confirm that sufficient WWTP capacity exists to serve each project.

(b) ***Installation and Financing of County Sewer Line Improvements***. County shall finance, or cause to be financed, the design and installation of all sewer line improvements located outside of City limits, as needed to build out Phases 1A&B through Phase 3 of the Crows Landing Specific Plan. County shall be responsible for designing and installing all sewer improvements outside of City limits, as necessary to tie into City's sewer collection system. Prior to proceeding with any improvement plans, County shall first consult with City by providing City at least thirty (30) days to review and comment on such plans prior to commencing any work.

(c) ***Financing of City Sewer Line Improvements and WWTP Expansion***.

(i) Fair Share Contribution. Prior to the delivery of flows from any phase of the Crows Landing Specific Plan, City will require the financing, and complete installation of, sewer improvements needed to serve such phase, namely, expansion of City's WWTP (Phase 4 or, potentially, Phase 5) and installation of the South Patterson Trunk Sewer Components, as identified in City's Wastewater Master Plan. The financial obligation of the Crows Landing Specific Plan shall be in accordance with the percentage fair share contribution calculated in the Black Water TM, as updated due to inflation and changes in construction costs. Specifically, the Crows Landing Specific Plan is currently estimated to utilize approximately 51% of City's WWTP Phase 4 expansion (which, with estimated construction costs in January 2019 of \$52,190,000 would result in a fair share attributable to the Crows Landing Specific Plan of \$26,730,000, based upon \$30/gpd ADWF per Blackwater Technical Memorandum Tables 11 and 12, dated August 25, 2017), and approximately 36% of the capacity of City's South Patterson Trunk Sewer Components (which, with estimated construction costs in January 2019 of \$8,379,000 would result in a fair share attributable to the Crows Landing Specific Plan of \$3,015,000, per Blackwater Technical Memorandum Table 10, dated August 25, 2017). As a result, the estimated total fair share contribution of the Crows Landing Specific Plan to City sewer improvements, as of January 2019, is \$29,745,000 ("Total Fair Share Contribution").

(1) Sewer Impact Fees. The County may adopt and administer a fee program to collect the Total Fair Share Contribution, or portions thereof applicable to each project within the Crows Landing Specific Plan (the "CLIBP Sewer Fee"). If the County plans to adopt a CLIBP Sewer Fee, County shall provide City with at least thirty (30) days to review and comment on the draft CLIBP Sewer Fee study before it is noticed for adoption. Once fees are adopted, the County and City will meet and confer regarding future amendments to the adopted Fee. County shall provide the City with correspondence describing the current status of the Crows Landing Specific Plan build-out relevant to the City's Phase 4 WWTP expansion on or about January 30th of every even-numbered year.

(ii) Direct Payment. In lieu of a project developer paying the CLIBP Sewer Fee to County, City may agree, on a project-by-project basis, to allow such project developer to pay their fair share directly towards City's wastewater collection and WWTP improvements required to serve such project, as determined and calculated by City using accepted engineering standards, and provided that sufficient capacity exists at the time such request for WWTP capacity is made.

(iii) Other Finance Mechanisms. Options for financing the Crows Landing Specific Plan's fair share contribution towards City's WWTP expansion (Phase 4 or, potentially, Phase 5) and City's South Patterson Trunk Sewer Components, as identified in City's Wastewater Master Plan, may include, but shall not be limited to, payment of the CLIBP Sewer Fee, establishment of financing special district(s), and cash payments.

(2) ***New Capacity Charges***. City reserves the right to impose new connection fees or capacity charges if any new end user in an existing structure within the Crows Landing Specific Plan would result in a significant increase in flows or constituents of concern for processing and treatment at City's WWTP.

(3) ***Ongoing Services Fees and Charges***. County shall pay, or cause to be paid, City ongoing fees and charges related to City's sewer service and wastewater treatment system. Payment of such fees may be memorialized through a separate agreement between City, County and any Successors.

(4) ***Compliance with City Ordinances***. Dischargers into the City's WWTP shall be subject to all applicable discharge regulations of City, as adopted by ordinance, resolution and City policy. This includes compliance with the fats, oils and grease (FOG) program, and any pre-treatment and limitations requirements that arise from any constituents of concern.

(5) ***Western Hills Water District***. County may propose to utilize unused capacity allocated to Western Hills Water District ("WHWD") pursuant to its Memorandum of Understanding with City, dated December 17, 2002. If such unused capacity exists, City shall make a good faith effort to amend its Memorandum of Understanding with WHWD, in a manner reasonably acceptable to City and in accordance with California law, to wheel wastewater flows from the Crows Landing Specific Plan to City's WWTP.

(6) ***County Maintenance***. County shall be responsible for maintaining all sewer facilities serving the Crows Landing Specific Plan area located outside of City limits.

(7) ***Transportation Improvements***. County shall be responsible for ensuring that each project within the Crows Landing Specific Plan contributes on a fair-share basis to the cost of signalizing the intersection at Sperry Avenue and State Route 33, in addition to any other traffic improvements required as mitigation under the Crows Landing Final EIR. Alternatively, County and City may agree to certain offsets of impact fees in exchange for fair share costs for traffic mitigation within City limits attributable to the Crows Landing Specific Plan.

(i) **South County Corridor.** County supports and agrees to explore the feasibility of Alternative 4D or 7A of the South County Corridor Conceptual Alignment, as the initially preferred alignment alternative, as depicted in the Final South County Corridor Feasibility Study, attached hereto as **Exhibit C** for reference. City and County acknowledge that completion of the South County Corridor will be subject to available funding and environmental review under CEQA and/or NEPA, and that the final design may be subject to minor modifications, as needed in connection with CEQA/NEPA review or in response to subsequent technical analysis regarding environmental concerns or any other limiting factors. In executing this Agreement, County is not pre-committing to select Alternative 4D or 7A, however, County is committing to explore its feasibility as a preferred alternative for consideration.

(j) **City Consultation.** In a form agreed to by the County and City, the County shall submit to City a project description, and anticipated wastewater volumes, and wastewater information necessary for City compliance with the FOG program, for each development project occurring within the Crows Landing Specific Plan area as it relates to sewer infrastructure connecting to City's WWTP. Such information shall be provided to City within a reasonable time, as needed for City to determine whether sufficient capacity exists within City's sewer system to serve such project. City shall promptly review the information provided by the County and, within twenty (20) days following its receipt from the County, provide any written comments to County for its consideration. County agrees to reasonably consider City's comments and City shall not refuse service if sufficient capacity exists and the project developer has paid its applicable portion of the Total Fair Share Contribution.

1.2. Obligations of City.

(a) **Sewer Service.** City agrees to provide sewer service to the Crows Landing Property, provided however, that prior to providing such service City shall ensure that (1) such service is in compliance with Section 56133 of the CKH Act; (2) County and any Successors are in compliance with this Agreement; and (3) all applicable impact fees under this Agreement have been paid, or alternative financing has been provided in accordance with Section 1.1 above.

(b) **City Improvements.** City shall install all improvements to City facilities necessary to accommodate flows from the Crows Landing Specific Plan, provided that adequate financing is provided by County, or caused to be provided, for the City-system improvements listed in Section 1.1 and the Blackwater Technical Memorandum as part of the FEIR.

(c) **Force Majeure.** City's obligation to provide sewer service and reservation of WWTP capacity to the Crows Landing Specific Plan may be excused due to delay, default, war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, enactment of conflicting state or federal laws or regulations, litigation brought by any third party (not a Party to this Agreement), or similar bases for excused performance due to causes beyond City's control.

Section 2. Annexation Support.

2.1. Consent to Annexation. By entering into this Agreement, and in exchange for City's commitment to develop a framework for financing and installing sewer system upgrades

and increasing City's WWTP capacity to serve the Crows Landing Specific Plan, as set forth in Section 1 above, County supports City's sphere of influence modification and annexation of the NWP Master Plan and agrees to not in any way challenge, delay, or otherwise impede any annexation proceedings at LAFCO concerning the NWP Master Plan, provided that City has adequately addressed the County's comments to the ADEIR and Draft EIR for the Northwest Patterson Specific Plan. County's support is also expressly conditioned upon City's full compliance with all of City's obligations under this Agreement, including but not limited to the following:

(a) **Administrative Draft EIR.** City anticipates the administrative draft EIR for the NWP Master Plan ("ADEIR") will be completed by September 30, 2019. City will provide the ADEIR to County before September 30, 2019, or, if not completed by then, within three (3) days after the complete ADEIR becomes available. County will have up to forty-five (45) days after receiving the ADEIR to review and provide comments to the ADEIR to City. City and County will treat the ADEIR, and County comments thereto, as though exempt from public disclosure under the preliminary draft and deliberative process exemptions of the California Public Records Act ("PRA"). If the County receives a request under the PRA that includes the ADEIR and/or the County's comments thereto, the County will give City reasonable advanced notice of the request and County's determination of whether the request seeks disclosable documents under the PRA.

(b) **Draft EIR.** City will incorporate into the draft EIR for the NWP Master Plan ("Draft EIR") a discussion of all County comments to the ADEIR regarding the NWP Master Plan. City will incorporate mitigation measures proposed by County as part of the certified EIR to the extent the City determines such measures are consistent with constitutional nexus requirements and applicable CEQA standards. County expressly reserves the right to provide public comments to the Draft EIR concerning topics raised by the County to City from its review of the ADEIR, after the Draft EIR is published by City in accordance with CEQA. The City agrees to implement all, and to not exclude any, of the County's proposed mitigation measures that have been adopted into the FEIR.

2.2. Property Tax Sharing Agreement. This Agreement shall not preclude City and County from proposing, discussing or negotiating revisions to the property tax sharing agreement in connection with annexation of the NWP Master Plan, or in connection with any other property.

2.3. CKH Act. This Agreement does not affect, nor shall it preclude City from fulfilling all of its obligations under the CKH Act, such as City's obligation to prepare a plan for services, fiscal impact analysis, environmental review under CEQA, and any other legally required reports or studies.

2.4. Crows Landing Specific Plan Litigation. In consideration of the promises contained in this Agreement, City will dismiss with prejudice its current litigation against the County regarding the Crows Landing Specific Plan, within ten (10) days after County enters into this Agreement. City further agrees to not challenge future County approvals required by the Crows Landing Specific Plan, as long as such future approval is not related to a substantial change to the Crows Landing Specific Plan.

Section 3. General Provisions.

3.1. Cooperation and Implementation. City and County agree to cooperate with each other to the fullest extent reasonable and feasible in order to implement this Agreement. City and County agree to reevaluate the terms of this Agreement ten (10) years from the date of its execution for the purpose of determining any modifications to this Agreement based on the status and needs of the Crows Landing Specific Plan and the NWP Master Plan.

3.2. Term. This Agreement shall commence on the Effective Date and shall remain in effect throughout the entire buildout of the Crows Landing Specific Plan. Termination of this Agreement shall occur only upon the executed agreement of both Parties, as duly authorized by the County Board of Supervisors and City Council.

3.3. Amendment. This Agreement may be amended only by written agreement of both Parties, as duly authorized by the County Board of Supervisors and City Council. Such amendment shall not invalidate this Agreement or relieve or release any Party from its obligations under this Agreement unless expressly stated so by such amendment.

3.4. Default.

(a) **Notice of Default.** In the event of any breach of the provisions of this Agreement, the complaining Party shall give written notice of default to the defaulting Party, specifying the default complained of by the complaining Party. Any delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

(b) **Right to Cure.** If the notice of default involves actions that are reasonably capable of being cured by the defaulting Party, such Party shall commence to cure such actions within thirty (30) days after receipt of written notice of the default. In no event shall the complaining Party be precluded from exercising any remedies if the default is not cured within one hundred eighty (180) days after the first notice is given.

(c) **Remedies.** Each Party shall be limited to direct or actual damages only. Each Party shall maintain and possess all rights to enforce this Agreement through specific performance or to invalidate any action taken in breach of this agreement by filing a petition for writ of mandate. The prevailing Party in such litigation, or settlement thereof, shall be entitled to reasonable attorneys' fees.

3.5. Notices. All notices or communications required hereunder between City and County must be in writing, and may be given either personally, by registered or certified mail, or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) three (3) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be

the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement, unless enforcement of this Agreement, as so invalidated, would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Agreement or the rights and obligations of the Parties as provided herein.

3.10. Successors and Assigns. City and County shall take all reasonable and appropriate actions to ensure that the provisions and the intent of this Agreement are incorporated into and applied to any development approvals for the Crows Landing Specific Plan and NWP Master Plan.

3.11. Other Documents. The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

3.12. Authority. City and County warrant and represent that they each have the power and authority to enter into this Agreement in the capacities herein stated, and that all formal requirements necessary or required by law to enter into this Agreement have been fully complied with.

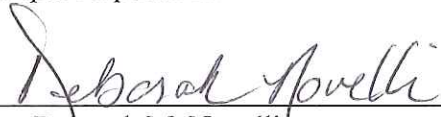
3.13. No Joint Venture. This Agreement in no way constitutes or creates any form of association, joint venture, partnership, or joint powers agreement of any nature whatsoever, for any purpose between City and County.

3.14. Venue; Governing Law. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate court with jurisdiction over the County of Stanislaus, California. This Agreement shall be governed by the laws of the State of California.

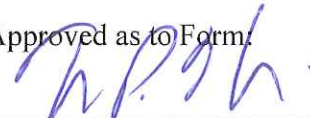
[Signatures on following page]

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the above-referenced Effective Date.


CITY OF PATTERSON, a California municipal corporation



Mayor Deborah M. Novelli

Approved as to Form:


Tom Hallinan, City Attorney

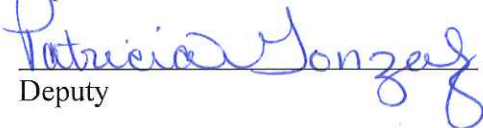
Attest:


Maricela Vela, City Clerk
Agreement adopted pursuant to City Council
Special Meeting of April 18, 2019

COUNTY OF STANISLAUS, a political subdivision of the State of California




Terrance Withrow, Chairman of the Board

Attest:
Elizabeth King, Clerk of the Board of
Supervisors


Deputy

Agreement adopted pursuant to Board of
Supervisors Resolution 2019-0339

Approved as to Form:


Thomas E. Boze, County Counsel

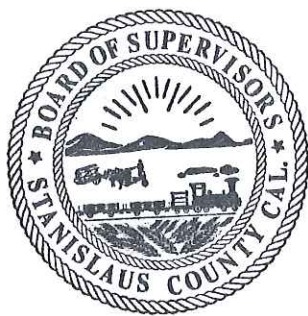


EXHIBIT A
CROWS LANDING PROPERTY

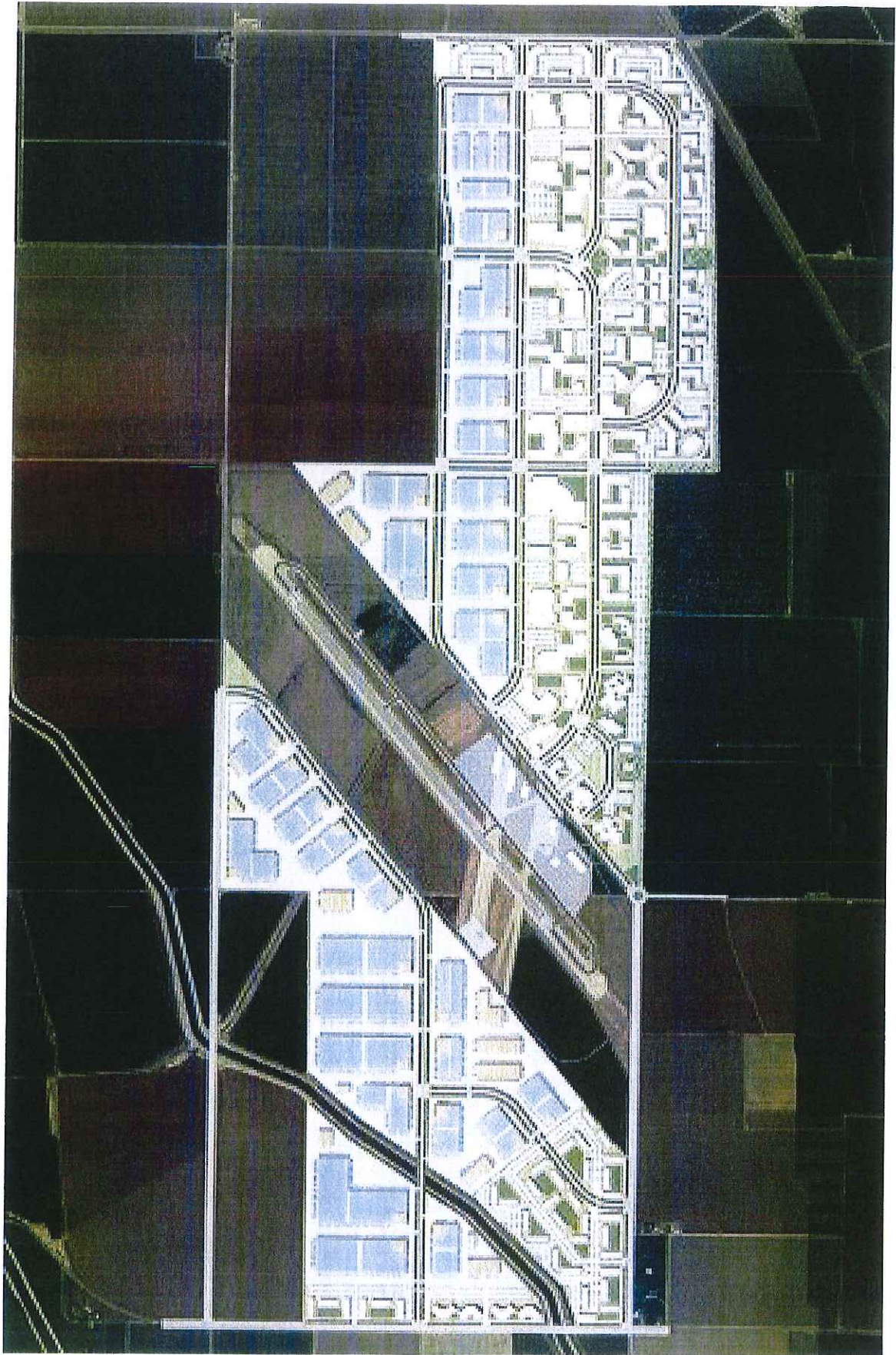


EXHIBIT B

NORTHWEST PATTERSON ANNEXATION AREA

GDR ENGINEERING, INC.
 ENGINEERING/SURVEYING/PLANNING
 10000 CENTRAL EXPRESSWAY, SUITE 200
 SAN FRANCISCO, CA 94131 TEL: 415.774.1200
 www.gdr-engineering.com



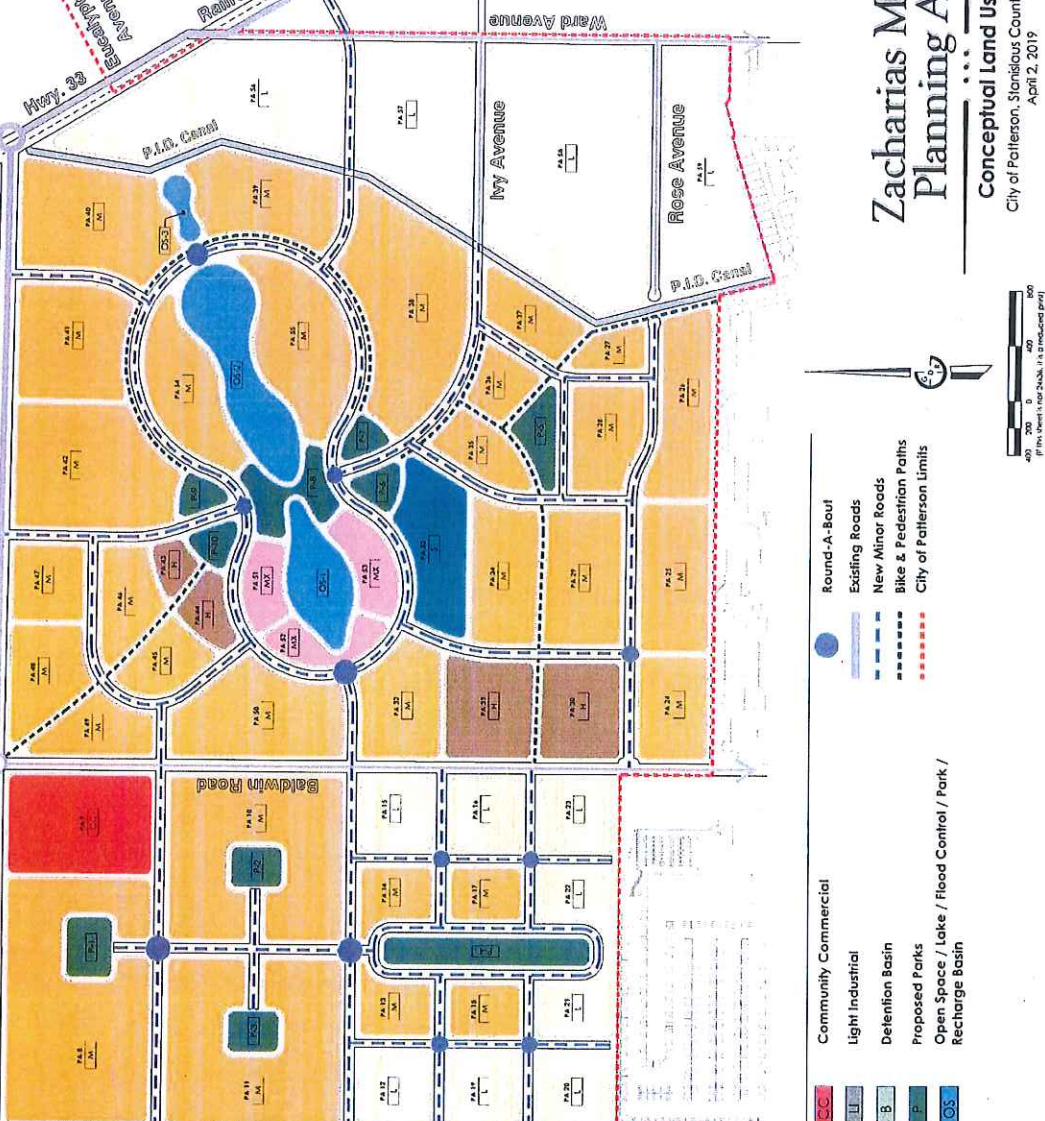
Scale: 1" = 200'

City of Patterson, Stanislaus County, California
 April 2, 2019

Zacharias Master Planning Area

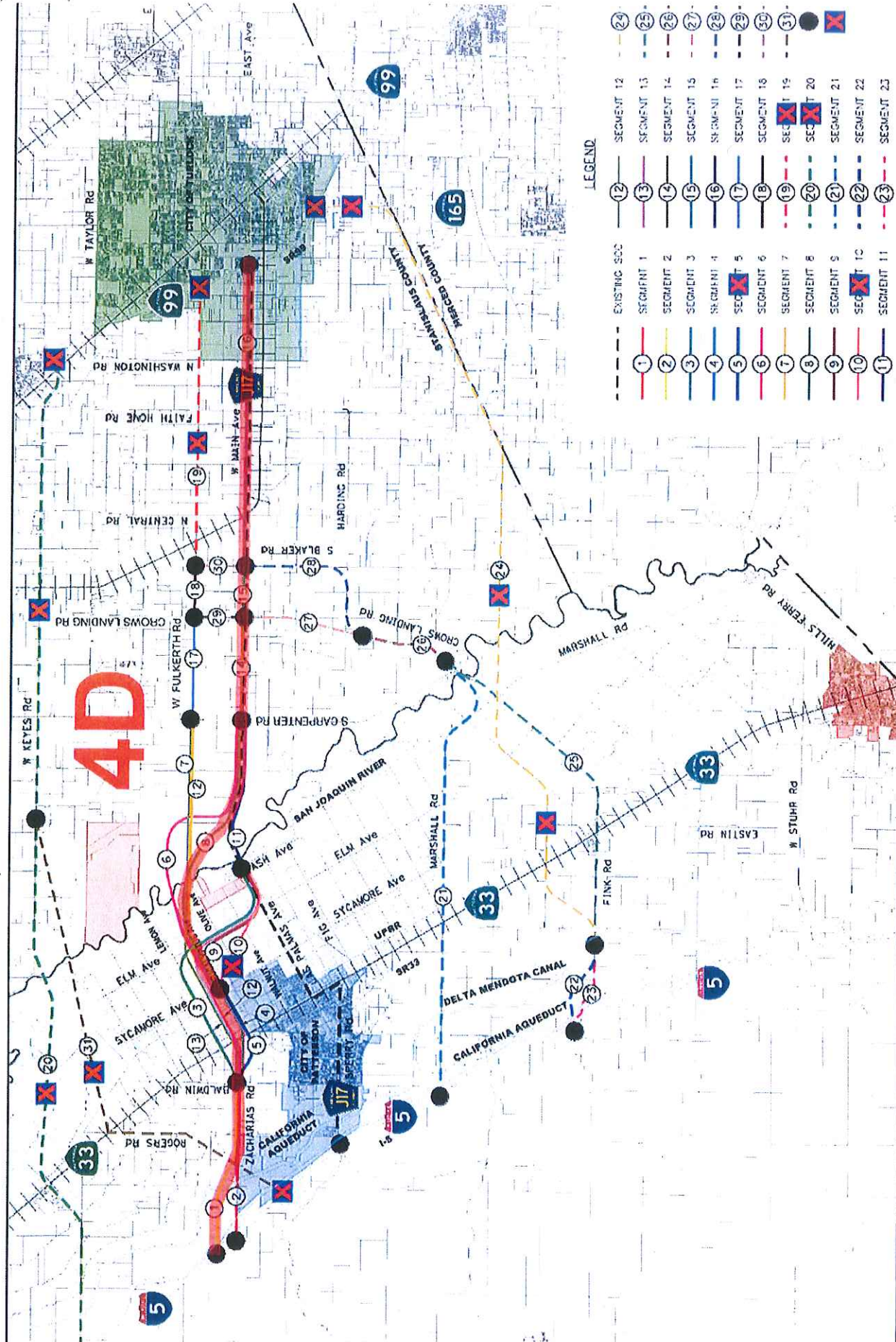
Conceptual Land Use Plan

City of Patterson, Stanislaus County, California
 April 2, 2019



- DEVELOPMENT FRAMEWORK**
- L Low Density Residential (1.0 - 5.0 U.P.A.)
 - M Medium Density Residential (5.1 - 12.0 U.P.A.)
 - H High Density Residential (12.1 - 20.0 U.P.A.)
 - MX Mixed Use
 - S Future School Site
 - CC Community Commercial
 - LI Light Industrial
 - B Detention Basin
 - P Proposed Parks
 - OS Open Space / Lake / Flood Control / Park / Recharge Basin
- ROADS**
- Round-A-Bout
 - Existing Roads
 - New Minor Roads
 - Bike & Pedestrian Paths
 - City of Patterson Limits

EXHIBIT C
SOUTH COUNTY CORRIDOR ALTERNATIVE



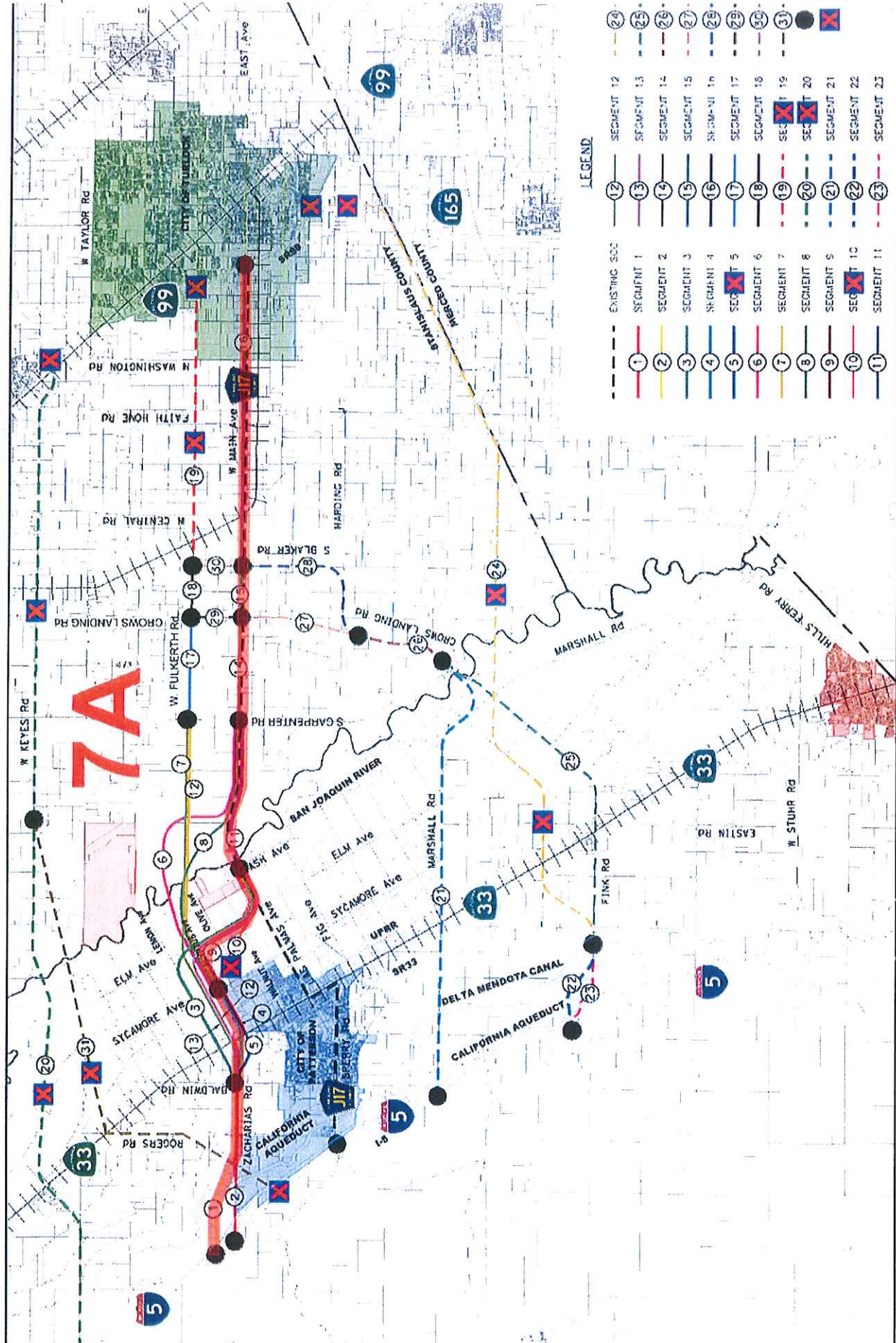
LEGEND

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1	SEGMENT 1	13	SEGMENT 13	25
2	SEGMENT 2	14	SEGMENT 14	26
3	SEGMENT 3	15	SEGMENT 15	27
4	SEGMENT 4	16	SEGMENT 16	28
5	SEGMENT 5	17	SEGMENT 17	29
6	SEGMENT 6	18	SEGMENT 18	30
7	SEGMENT 7	19	SEGMENT 19	31
8	SEGMENT 8	20	SEGMENT 20	X
9	SEGMENT 9	21	SEGMENT 21	X
10	SEGMENT 10	22	SEGMENT 22	X
11	SEGMENT 11	23	SEGMENT 23	X

SOUTH COUNTY CORRIDOR CONCEPTUAL ALIGNMENTS
OVERALL PROJECT MAP



INTERNATIONAL



LEGEND

- EXISTING SOC
- 1 SEGMENT 1
- 2 SEGMENT 2
- 3 SEGMENT 3
- 4 SEGMENT 4
- 5 ~~SEGMENT 5~~
- 6 SEGMENT 6
- 7 ~~SEGMENT 7~~
- 8 SEGMENT 8
- 9 SEGMENT 9
- 10 ~~SEGMENT 10~~
- 11 SEGMENT 11
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- 22 ~~SEGMENT 22~~
- 23 SEGMENT 23



**SOUTH COUNTY CORRIDOR CONCEPTUAL ALIGNMENTS
OVERALL PROJECT MAP**

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") to settle litigation regarding the Crows Landing Industrial Business Park project ("Project") is entered into by and between the County of Stanislaus ("County") and the City of Newman ("City") (each hereinafter a "Party" and collectively "the Parties"). This Agreement shall become effective upon approval by the governing bodies of all Parties (the "Effective Date").

Recitals

- A. The County owns or controls 1,528-acres in the unincorporated area of Stanislaus County known as the Crows Landing Air Facility (APNs 027-003-074 to 080; 027-001-057 to 059) located northwest of the City. The County intends to reuse and develop the Air Facility for business park, aviation and other employment-generating uses to increase the economic vitality of the region.
- B. The County approved Specific Plan, General Plan Amendment, and Rezone Application No. PLN2013-0091 to develop the Air Facility into the Crows Landing Industrial Business Park ("CLIBP"), as described in the CLIBP Specific Plan and Final Environmental Impact Report (SCH No. 2014102035) for the Project.
- C. On November 29, 2018, City filed a Verified Petition for Writ of Mandate and on December 10, 2018 City filed an Amended Verified Petition for Writ of Made in Stanislaus County Superior Court (Case No. CV18004193) alleging that the County violated the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 *et seq.*) and requesting declaratory and injunctive relief ("Lawsuit").
- D. Whereas the Parties have reached a settlement of the Lawsuit wherein the City has agreed to dismiss the Lawsuit with prejudice in exchange for valuable consideration and on the terms and conditions as herein set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated by reference, and of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

Agreement

1. County's Obligation. The County agrees to pay 28% of the total planned costs of the future intersection improvements at SR33 and Stuhr Road, SR 33 and Jensen Road, SR 33 and Yolo Street and SR 33 and Inyo Avenue. As used in this section, the term "intersection improvements" means all signalization and widening projects at the intersections that are designed to achieve a level of service at such intersection that meets or exceeds the requirements of the City of Newman (LOS C) and Stanislaus County (LOS D) for intersections as identified in the City of Newman 2030 General Plan adopted April 10, 2007.

2. City's Obligations. City shall file a notice of dismissal of the Lawsuit, with prejudice, within 10 days of the effective date of this Agreement.

3. Mutual Releases. Upon fulfillment of the terms and conditions set forth in Paragraphs 1 and 2, and with the exception of any and all covenants, representations and/or warranties and the rights created or expressly reserved under this Agreement, each party hereto hereby agrees to and does mutually release, remise and forever discharge each other and their respective heirs, executors, principals, officers, agents, employees, representatives and successors from any and all claims, demands, actions or causes of action, known or unknown, suspected or unsuspected, arising out of or related in any way to the Dispute.

4. Waiver of Unknown Claims. This Agreement is a full and final release applying to all unknown and unanticipated losses or damages arising out of the matters arising out of or related in any way to the Dispute, as well as to those now known or disclosed, and the Parties hereto waive all rights or benefits which the Parties hereto now have or in the future may have under the terms of Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The Parties acknowledge that they may hereafter discover facts different from, or in addition to, those which they now know or believe to be true with respect to any of the claims released herein and agree that each release, waiver and warranty made in this Agreement is now and will remain effective, notwithstanding the existence of any such different or additional facts or the discovery thereof.

5. No Admission of Liability. The Parties understand and acknowledge that this Agreement is a compromise of disputed claims and does not constitute an admission of liability by either Party.

6. Documents. The Parties agree to act in good faith and to promptly execute any and all agreements or other documents which are necessary, or may become necessary, to complete or effectuate the purposes of this Agreement.

7. No Assignment. The Parties warrant and represent that they have the right and authority to execute this agreement and that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any of the claims released in this Agreement and shall indemnify and hold harmless the other Party against any claim or cause of action based, arising out of, or in connection with any such transfer or assignment or purported transfer or assignment.

8. Attorney's Fees. Each Party to this Agreement shall bear all of its own costs and attorney's fees arising from or out of the Lawsuit, this Agreement and all related matters. In the event that any action, suit, or other proceeding is instituted to remedy, prevent or obtain relief from any breach of this Agreement, the prevailing Party shall recover all of such Party's full and actual attorney's fees incurred in such action, suit, or proceeding, including any and all appeals therefrom, or petitions associated therewith.

9. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all the agreements between the Parties with respect to such matter. Each Party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

10. Mutual Cooperation. The Parties agree to cooperate in good faith to carry out the provisions and intent of this Agreement, including the timely execution and delivery of any other documents necessary to carry out its provisions. Each of the Parties shall execute and deliver to the others all such other further instruments and documents, and take all other such actions, as may be reasonably necessary to carry out the terms and provisions of this Agreement. and secure to the others the full and complete enjoyment of their respective rights and privileges hereunder. The Parties agree to meet and confer in good faith to try to resolve any conflicts arising under this Agreement prior to bringing any actions in court to enforce the Agreement.

11. Notices. Except as otherwise specifically set forth herein, all notices or other communications specifically required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, or sent by reputable overnight courier, or by electronic mail with copies sent by overnight courier or U.S. Postal Service the following day, to the addresses or email addresses set forth below. Any Party may at any time change its address or email address for the delivery of notice upon five (5) days' written notice to the other Parties.

To County:

County of Stanislaus
1010 Tenth Street, Suite 6800
Modesto, CA 95354
Attention: Chief Executive Officer

To City:

City of Newman City Hall
P.O. Box 787
938 Fresno Street
Newman, CA 95360
Attention: City Manager

With courtesy copy to:

Churchwell White, LLP
1414 K Street, 3rd Floor
Sacramento, CA 95814
Attention: Nubia Goldstein

12. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights or impose any obligations upon any person or entity not a Party to this Agreement.

13. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and together said counterparts shall constitute one in the same instrument which may be sufficiently evidenced by one counterpart having the same force and effect as if a single original had been executed by all Parties. Furthermore, this Agreement may be executed and delivered by the exchange of electronic facsimile copies or counterparts of the signed documents, which facsimile copies or counterparts shall be binding upon all Parties.

14. Interpretation; Governing Law. This Agreement shall be interpreted, and the rights and the duties of the Parties shall be determined, in accordance with the laws of the State of California, as applied to contacts entered into and performed (or capable of performance) in California by California persons or entities.

15. Captions; Cross-References. All captions and headings to the provisions of this Agreement are solely for the convenience of the Parties, are not a part of the Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions. All cross-references in this Agreement, unless specifically directed to another agreement or document, shall refer to provisions of this Agreement and shall not be deemed to be references to any other agreements or documents.

16. No Duress. This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part of, or on behalf of any of them. Each of the Parties to this Agreement has read and fully understands the meaning of each provision of this Agreement and has relied on the independent advice and representation of legal counsel in entering into this Agreement.

17. Advice of Attorney. Each Party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice. This Agreement is a compromise by and between the Parties, and any ambiguity herein shall not be construed against the drafting Party, but rather the terms hereof shall be given a reasonable interpretation as if each Party had in fact drafted the Agreement.

18. Equitable Relief. Because the amount of damages in the event of a breach of this Agreement may be difficult or impossible to determine, the obligations of the Parties shall be enforceable by specific performance or other equitable relief, in addition to any other available remedy.

19. Warranty of Authority. Each party warrants that the execution of this Agreement, and the covenants, representations, warranties, promises, and releases created hereunder have been duly authorized by all action and that the persons signing this agreement have full authority to do so.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CITY OF NEWMAN


By  _____
Jody Hayes
Chief Executive Officer

By  _____
Michael E. Holland
City Manager

Attest:
Elizabeth King
Clerk of the Board of Supervisors of
the County of Stanislaus, State of
California

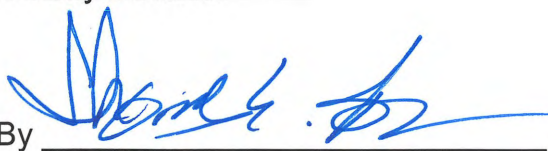
City Clerk

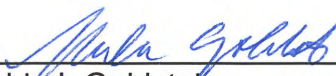
By  _____
Deputy Clerk

By  _____
Mike Maier
Clerk

APPROVED AS TO FORM:
County Counsel

City Attorney

By  _____
Thomas E. Boze
County Counsel

By  _____
Nubia I. Goldstein
City Attorney

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Chief Executive Office

BOARD AGENDA:6.B.1
AGENDA DATE: June 18, 2019

SUBJECT:

Approval of the Northwest Newman Property Tax Exchange Agreement with the City of Newman


BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2019-0348

On motion of Supervisor Chiesa , Seconded by Supervisor Olsen
and approved by the following vote,
Ayes: Supervisors: Olsen, Chiesa, Berryhill, DeMartini, and Chairman Withrow
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST: 
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office

BOARD AGENDA:6.B.1
AGENDA DATE: June 18, 2019

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of the Northwest Newman Property Tax Exchange Agreement with the City of Newman

STAFF RECOMMENDATION:

1. Approve the Northwest Newman Annexation Property Tax Revenue Exchange Agreement with the City of Newman.
2. Authorize the Chief Executive Officer to execute the Newman Annexation Property Tax Revenue Exchange Agreement.

DISCUSSION:

The Northwest Newman Master Plan consists of a mix of residential, business park, community commercial office, parks and school uses in a 370.47 acre area identified in the Newman General Plan as Master Plan Area 3. The proposed annexation is for Phase 1, 121.31 acres immediately west of CA Highway 33. Development of the Master Plan area will provide the City an opportunity to capture future job growth that is occurring in the region.

On December 12, 2017, the Newman City Council approved the Northwest Newman Master Plan and Annexation for the project known as Northwest Newman Master Plan Annexation. In June 2018, the City of Newman submitted an application with Stanislaus County Local Agency Formation Commission requesting approval of Northwest Newman Master Plan Annexation.

Section 99 of the Revenue and Taxation Code requires a city seeking to annex property to its incorporated territory and a county affected by such annexation to agree upon an exchange of property taxes which are derived from the annexed territory and available to the county and city following annexation of the property to the incorporated territory of the City.

In December 2018, the Board of Supervisors approved the Specific Plan and Rezone application for the Crows Landing Industrial Business Park (CLIBP). The County's Crows Landing Industrial Business Park (CLIBP) Project, a 1,528 acre planned industrial park, is located northwest of the City and is anticipated to generate thousands of locally based jobs.

Due to the proximity to the City of Newman and the jobs anticipated to be generated from the CLIBP, the County and the City have negotiated a separate property tax revenue sharing agreement for the entire 370.47 acres. The Northwest Newman Annexation Property Tax Revenue Exchange Agreement (Attachment 1) include a County and City share of the Commercial/Job Generating and Residential Property.

POLICY ISSUE:

Board of Supervisors approval is required to enter into these agreements with the City of Newman.

FISCAL IMPACT:

Per the agreement the County shall receive 100% of the property tax revenue attributable to the base assessed valuation for the area to be annexed. After annexation, the City of Newman shall receive a 40% share of the County's property tax share that is attributable to an increase in assessed value above the base amount for the portion of the area annexed and developed as residential, and a 50% share for the area developed as commercial/job generating property.

The residential and commercial property being annexed generates \$151,519 of ad valorem property tax. The County share of that after the Education Revenue Augmentation Funds (ERAF) contribution is \$19,466.79 and would be retained as base.

All property in the Annexation Area other than "Residential" and "Commercial/Job Generating Property" shall be subject to the terms of the Master Property Tax Sharing Agreement, effective April 9, 1996; as amended on May 26, 2006.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priority of *Delivering Efficient Public Services and Community Infrastructure* by entering into an agreement that promotes community development.

STAFFING IMPACT:

The Chief Executive Office and County Counsel have negotiated the agreements. The Auditor-Controller will have oversight of the exchange of the subject property tax revenue per the agreement.

CONTACT PERSON:

Keith Boggs, Assistant Executive Officer

209.652.1514

ATTACHMENT(S):

1. Northwest Newman Tax Revenue Exchange Agreement

**NORTHWEST NEWMAN ANNEXATION
PROPERTY TAX REVENUE EXCHANGE AGREEMENT**

This Northwest Newman Master Plan Area Property Tax Exchange Agreement ("Agreement") is made and executed on June ____, 2019, by and between the County of Stanislaus, a political subdivision of the State of California ("County") and the City of Newman, a municipal corporation of the State of California ("City").

RECITALS

A. The City intends to annex an area referred to as the Northwest Newman Master Plan Area and includes a total of 370.47 acres to be annexed to the City, referred to as the "Northwest Newman Master Plan Area" or "Plan Area" which is more particularly described in Exhibit A, and shown in the plat map attached as Exhibit B.

B. Section 99 of the Revenue and Taxation Code requires a city seeking to annex property to its incorporated territory and a county affected by such annexation to agree upon an exchange of property taxes which are derived from the annexed territory and available to the county and city following annexation of the property to the incorporated territory of the City.

C. The County and the City entered into an Agreement, also known and referred to as the Master Property Tax Sharing Agreement, effective April 9, 1996, for the purpose of adjusting the allocation of property tax revenue pursuant to Section 99 of the Revenue and Taxation Code upon a change of organization.

D. Section Seven of the Master Property Tax Sharing Agreement, as amended May 26, 2006 (Amendment No. 1), provides:

For annexations other than County unincorporated islands, the County shall retain its share of the property tax revenue attributable to the base year assessed valuation of the area being annexed. After annexation, the annexing city shall receive a 30% share of the County's property tax share that is attributable to an increase in assessed value above the base year amount. The County shall continue to receive 100% of the property tax revenue attributable to the County's share of the lower of the current year's assessed valuation or the base year assessed valuation and 70% of its share of the property taxes attributable to the increases of assessed valuation in the annexed area over the base year assessed valuation.

E. The County's Crow's Landing Industrial Business Park (CLIBP") Project, a 1,528 acre planned industrial park, is located northwest of the City and is anticipated to generate thousands of locally based jobs. Because of the proximity to the City and the jobs anticipated to be generated from the CLIBP, the County and City desire to separately negotiate property tax revenue sharing for the entire "Plan Area" described in Exhibit B, and have negotiated and have reached an understanding as to a rate of exchange of property tax revenues to be made pursuant to Section 99 of the Revenue and Taxation Code in connection with the Annexation of the Plan Area or portions thereof to the City.

F. County and City agree to the transfer of property tax revenue upon completion of an annexation of any portion of the Plan Area as set forth in this Agreement.

AGREEMENT

Section 1. Definitions.

(a) "Plan Area" means that portion of the unincorporated area of the County described in the Northwest Newman Master Plan and more particularly described in Exhibit A and shown in Exhibit B.

(b) "Annexation Date" means the date specified by the Cortese-Knox-Hertzberg Local Governmental Reorganization Act of 2000 as the effective date of the annexation.

(c) "Residential" means that property designated and developed for the following uses only: High Density Residential, Planned Mixed Residential, Very Low Density Residential.

(d) "Commercial/Job Generating Property" means that property designated and developed for the following uses only: Professional Office, Community Commercial, Retail and Business Park.

Section 2. General Purpose of Agreement. The general purpose of this Agreement is to establish an equitable exchange of property tax revenue between the County and the City for the Plan Area as required by Revenue and Taxation Code section 99.

Section 3. Exchange of Property Tax Revenue. Notwithstanding any prior or contemporaneous agreement related to the transfer, sharing or exchange of real property taxes, on and after the Annexation Date, the County and City shall exchange property tax revenue from the Annexation Area as follows:

(a) Allocation of Property Tax Increment. The County shall receive 100% of the property tax revenue attributable to the base assessed valuation for the portion of the Plan Area annexed developed as Residential and Commercial/Job Generating Property.

(1) After annexation, the annexing City shall receive a 40% share of the County's property tax share that is attributable to an increase in assessed value above the base amount for the portion of the Plan Area annexed and developed as Residential.

(2) After annexation, the annexing City shall receive a 50% share of the County's property tax share that is attributable to an increase in assessed value above the base amount for the portion of the Plan Area annexed and developed Commercial/Job Generating Property.

(b) This Agreement shall not preclude City from benefiting from any future County-wide policy changes regarding tax revenue exchange agreements.

(c) All property in the Plan Area other than Residential or Commercial/Job Generating Property as defined shall be subject to the terms of the Master Property Tax Sharing Agreement, effective April 9, 1996; as amended on May 26, 2006.

Section 4. Exchange by County Auditor. County and City further agree that all of the exchanges of property tax revenue required by this Agreement shall be made by the County Auditor.

Section 5. Effect of Tax Exchange Agreement. This Agreement shall be applicable solely to the Northwest Newman Annexation and does not constitute either a master tax sharing agreement or an agreement on property tax exchanges which may be required for any other annexation to the City, nor does it alter or enlarge any revenue sharing obligations of the Parties pursuant to other revenue sharing agreements.

Section 6. Entire Agreement. With respect to the subject matter hereof only, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings, and understanding of any nature whatsoever between the County and the City related to the Northwest Newman Annexation. Any amendment, modification, or revision to this Agreement shall be in writing and executed by both Parties.

Section 7. Notices. All notices, requests, certifications or other correspondence required to be provided by the parties to this Agreement shall be in writing and shall be personally delivered or delivered by first class mail to the respective parties at the following addresses:

County
Chief Executive Officer
County of Stanislaus
1010 Tenth Street, Suite 6800
Modesto, CA 95354

City
City Manager
City of Newman
P.O. Box 787
Newman, CA 95360

Notice by personal deliver shall be effective immediately upon delivery. Notice by mail shall be effective upon receipt or three days after mailing, whichever is earlier.

Section 8. No Assignment. The Parties warrant and represent that they have the right and authority to execute this Agreement and that they have not assigned or transferred, or purported to assign or transfer, to any person or entity this Agreement or any portion thereof. The Parties shall not assign or transfer this Agreement without the written consent of the other Party.

Section 9. Construction of Agreement. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both Parties had in fact drafted this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

COUNTY OF STANISLAUS

CITY OF NEWMAN

By: 

Jody Hayes
Chief Executive Officer


By: _____
Michael Holland
City Manager

"County"

"City"

ATTEST:
Elizabeth A. King
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

ATTEST:
Mike Maier
City Clerk
Newman Clerk

By: 

Clerk of the Board
6-18-2019

By: _____
Deputy Clerk

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: 

Amanda DeHart
Deputy County Counsel

Authorized by Resolution No. [number]
adopted [date] by the
Stanislaus County Board of Supervisors

APPROVED AS TO FORM:

By: _____
Nubia Goldstein
City of Newman
Newman City Attorney

Authorized by Resolution No. [number]
Adopted [date] by the
Newman City Council

EXHIBIT A
LEGAL DESCRIPTION
Northwest Newman Master Plan Area

ANNEXATION TO THE CITY OF NEWMAN

LEGAL DESCRIPTION

All that certain real property situate, lying, and being portions of Sections 12 and 13, Township 7 South, Range 8 East, and Sections 7 and 18, Township 7 South, Range 9 East, Mount Diablo Meridian; lying in the unincorporated area of Stanislaus County, State of California, being more particularly described as follows:

BEGINNING at a point on the existing City Limits, being the northwesterly corner of Resolution No. 1674, Walker Annexation; thence, the following thirty-nine (39) courses:

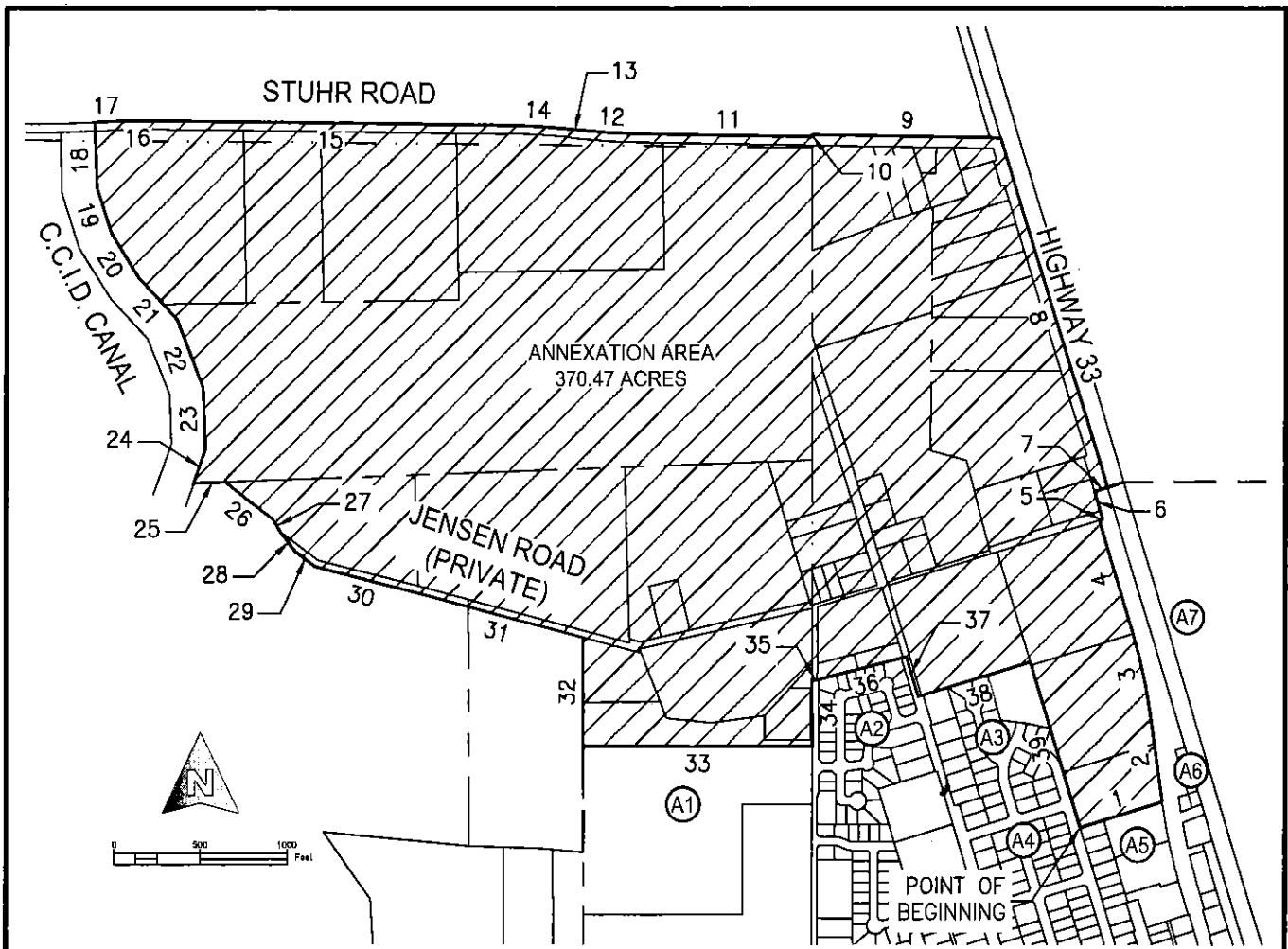
- 1) North 72°56'30" East 498.76 feet, along the existing City Limits per said Walker Annexation, to a point on the westerly line of Highway 33, also being the southwest corner of Resolution No. 92-60, Newman Center Reorganization; thence
- 2) North 7°57'31" West 506.03 feet, along the existing City Limits per said Newman Center Reorganization and per Resolution No. 2000-51, Hearthstone Ranch Reorganization, also being along the westerly line of Highway 33, to the beginning of a curve, concave to the west, having a radius of 3150.00 feet, and a central angle of 9°06'00"; thence
- 3) 500.30 feet, along the arc of said curve, continuing along the existing City Limits per said Hearthstone Ranch Reorganization and westerly line of said Highway 33; thence
- 4) North 17°03'30" West 652.96 feet, continuing along the existing City Limits per said Hearthstone Ranch Reorganization and westerly line of said Highway 33, thence
- 5) North 72°56'30" East 20.00 feet, continuing along the existing City Limits per said Hearthstone Ranch Reorganization; thence
- 6) North 17°03'30" West 162.73 feet, continuing along the existing City Limits per said Hearthstone Ranch Reorganization and westerly line of said Highway 33, thence
- 7) North 72°56'30" East 80.00 feet, continuing along the existing City Limits per said Hearthstone Ranch Reorganization, to a point on the easterly line of said Highway 33, thence, leaving the existing City Limits
- 8) North 17°03'30" West 2100.24 feet, along the easterly line of said Highway 33, to the intersection of said easterly line of said Highway 33 with the north line of Stuhr Road; thence
- 9) North 89°06'31" West 1091.76 feet, along the north line of said Stuhr Road; thence
- 10) South 0°02'19" East 10.21 feet, along the north line of said Stuhr Road; thence
- 11) North 89°03'23" West 989.71 feet, along the north line of said Stuhr Road, to the beginning of a curve, concave to the

- north, having a radius of 3975.00 feet, and a central angle of 4°56'37"; thence
- 12) 342.97 feet, along the arc of said curve, also being along the north line of said Stuhr Road; thence
 - 13) North 84°06'46" West 77.06 feet, along the north line of said Stuhr Road, to the beginning of a curve, concave to the south, having a radius of 4025.00 feet, and a central angle of 5°09'45"; thence
 - 14) 362.66 feet, along the arc of said curve, also being along the north line of said Stuhr Road; thence
 - 15) North 89°16'31" West 2032.53 feet, along the north line of said Stuhr Road, to the beginning of a curve, concave to the south, having a radius of 4025.00 feet, and a central angle of 2°56'41"; thence
 - 16) 206.87 feet, along the arc of said curve, also being along the north line of said Stuhr Road; thence
 - 17) South 87°46'48" West 140.85 feet, along the north line of said Stuhr Road, to the intersection of said north line with the easterly line of the C.C.I.D. Canal; thence
 - 18) South 2°04'58" East 378.20 feet, along the easterly line of said C.C.I.D. Canal; thence
 - 19) South 17°14'58" East 271.90 feet, along the easterly line of said C.C.I.D. Canal; thence
 - 20) South 31°34'58" East 300.58 feet, along the easterly line of said C.C.I.D. Canal; thence
 - 21) South 42°31'58" East 327.55 feet, along the easterly line of said C.C.I.D. Canal; thence
 - 22) South 21°17'56" East 425.05 feet, along the easterly line of said C.C.I.D. Canal; thence
 - 23) South 2°07'34" East 354.65 feet, along the easterly line of said C.C.I.D. Canal; thence
 - 24) South 19°55'34" West 205.67 feet, along the easterly line of said C.C.I.D. Canal, to the southwesterly corner of the property described as Parcel 3, in Document No. 2003-0070892-00, Stanislaus County Records; thence
 - 25) North 87°51'51" East 186.05 feet, along the southerly line of said Parcel 3, to the most-westerly corner of the property described as Parcel No. 2, in Document No. 2003-0213839-00, Stanislaus County Records; thence
 - 26) South 52°40'40" East 345.25 feet, along the southwesterly line of said Parcel No. 2; thence
 - 27) South 30°43'19" East 87.98 feet, along the southwesterly line of said Parcel No. 2, to the most-westerly point on Jensen Road (Private); thence
 - 28) South 36°38'21" East 138.00 feet, along said southwesterly line of Jensen Road (Private); thence
 - 29) South 53°29'19" East 144.29 feet, along said southwesterly line of Jensen Road (Private); thence
 - 30) South 75°32'19" East 600.35 feet; along said southwesterly

- line of Jensen Road (Private); thence
- 31) South 75°08'19" East 1006.32 feet, along said southwesterly line of Jensen Road (Private), to the northwest corner of the property described in Document No. 980096452, Stanislaus County Records; thence
 - 32) South 0°10'09" East 621.67 feet, along the west line of said property, and southerly extension thereof, to a point on the existing City Limits per the 1961 Orestimba Union High School Addition; thence
 - 33) North 89°58'21" East 1322.44 feet, along the existing City Limits per NEED THIS ANNEXATION, to a point on the existing City Limits per Resolution No. 78-91, North Annexation No. 1; thence
 - 34) North 0°02'09" West 382.59 feet, along the existing City Limits per said North Annexation No. 1; thence
 - 35) North 89°57'51" East 30.00 feet, continuing along the existing City Limits per said North Annexation No. 1; thence
 - 36) North 75°37'30" East 530.85 feet, continuing along the existing City Limits per said North Annexation No. 1; thence
 - 37) South 16°54'30" East 237.32 feet, continuing along the existing City Limits per said North Annexation No. 1, to the northwesterly corner of Resolution No. 80-39, North Newman No. 2 Annexation; thence
 - 38) North 73°03'30" East 679.74 feet, continuing along the existing City Limits per said North Newman No. 2 Annexation; thence
 - 39) South 16°54'30" East 987.86 feet, continuing along the existing City Limits per said North Newman No. 2 Annexation and Ordinance No. 187; to the point of beginning.

Containing a total of 370.47 Acres, more or less.

EXHIBIT B
MAP
Northwest Newman Master Plan Area



EXISTING ANNEXATIONS

- A1 ORESTIMBA UNION HIGH SCHOOL ADDITION, 1961
- A2 RESOLUTION NO. 78-91, NORTH ANNEXATION NO. 1
- A3 RESOLUTION NO. 80-39, NORTH NEWMAN NO. 2
- A4 ORDINANCE NO. 187
- A5 RESOLUTION NO. 1674, WALKER ANNEXATION
- A6 RESOLUTION NO. 92-60, NEWMAN CENTER REORGANIZATION
- A7 RESOLUTION NO. 2000-51, HEARTHSTONE RANCH REORGANIZATION

NOTES

- 1. SEE SHEET 2 FOR NUMBERED COURSES.
- 2. TOTAL AREA OF THIS ANNEXATION IS 370.47 ACRES.