

DEVELOPER FEE AGREEMENT

This Developer Fee ("**Agreement**") is entered into as of May 26, 2020 ("**Effective Date**"), between Surland Communities, LLC ("**Surland**"), a California limited liability company, Woodside 05N, LP ("**Woodside**"), a California limited partnership, and the Tracy Unified School District, a school district organized and existing under the laws of the State of California ("**District**"). Surland, Woodside and the District are each referred to as a "Party" or collectively as the "Parties."

A. Surland is the master developer of certain property within the Ellis Specific Plan in the City of Tracy and within the jurisdictional boundaries of the District as depicted and described on Exhibit A-1 ("**Ellis Property**").

B. The District provides educational services to students within the District's boundaries, including, among others, students generated by residential development on the Ellis Property. Pursuant to Education Code section 17620, the District is authorized to levy fees against "new residential construction" as more particularly set forth in that section and subject to the requirements of Government Code §§ 65995, *et seq.*, for the purpose of funding the construction or reconstruction of school facilities (each a "**Developer Fee**" or collectively "**Developer Fees**.")

C. The Ellis Property includes land formerly owned by Western Corral, LLC, depicted and described on Exhibit A-2 ("**Western Corral Property**"). Prior to the conveyance of the Western Corral Property to Surland, its prior owner, Western Corral, LLC, entered into a voluntary Memorandum of Understanding ("**MOU**") with the District dated September 29, 2005, and recorded on the then-entire Ellis Specific Plan as County of San Joaquin Document No, 2005-325618, providing for payment of a Mitigation Fee ("**MOU Mitigation Fee**") to the District to mitigate the impact of residential development on the Western Corral Property in lieu of the payment of statutory Developer Fees.

D. The MOU describes the Western Corral Property as property "described more fully" on an exhibit attached to the MOU, but no property is specifically described on the referenced exhibit. Rather, the exhibit shows the then-entire Ellis Specific Plan, including the Western Corral Property. As a consequence, uncertainty and disputes have arisen as to the scope of the property outside of the Western Corral property that is subject to the provisions of the MOU.

E. The portions of the Ellis Property other than the Western Corral Property ("**Remaining Ellis Property**") are described and depicted on Exhibit A-3. On various dates since November 15, 2019, Woodside, a merchant builder, has obtained building permits from the City of Tracy for new residential construction on a portion of the Remaining Ellis Property depicted and described on Exhibit A-4 ("**Ellis Woodside Property**"). As a condition to issuance of Certificates of Compliance under Education Code section 17620 for these building permits, the District has required, and Woodside has paid, the MOU Mitigation Fee, which substantially exceeded the then-applicable statutory Developer Fee.

F. Woodside acquired the Ellis Woodside Property from Surland and, pursuant to the purchase agreement between those parties, Surland is entitled to certain refunds of fees paid to mitigate school impacts in connection with Woodside's development of the Ellis Woodside Property.

G. By this Agreement, the Parties wish to eliminate any uncertainties and resolve any disputes concerning fees payable to the District for new residential construction on the Remaining Ellis Property and to provide for the refund by the District to Surland and Woodside of the difference between the MOU Mitigation Fee paid by Woodside for development of the Ellis Woodside Property and the then-applicable statutory Developer Fee. The Parties also wish to provide for a protocol for payment of fees to the District in the future for new residential construction on the Remaining Ellis Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants, agreements and representations contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Applicable Fee.** Any new residential construction (within the meaning of Education Code § 17620(a)(1)(B)) on the Remaining Ellis Property shall be subject only to the Developer Fee per square foot of assessable space duly adopted by the Governing Board of the District and generally applicable to residential development in the District as of the date the payment and application by the builder for issuance by the District of a Certificate of Compliance for such building permit is submitted to the District pursuant to Education Code § 17620(b).

2. **Protocol for Payment of Developer Fees.** The Parties agree to, and Surland shall cause any builders applying for building permits to comply with, the protocol described in Exhibit B for payment of Developer Fees for new residential construction on the Remaining Ellis Property.

3. **Refund of Fees Paid for Ellis Woodside Property.** Attached as Exhibit C is a spreadsheet showing: (a) dates and amounts of fees paid by Woodside to the District for new residential construction on the Ellis Woodside Property between November 15, 2019, and May 26, 2020 (with the exception of fees paid on May 5, 2020, described below); (b) the statutory Developer Fees applicable as of the date of each such payment; and (c) the difference between the total amount of fees paid by Woodside and the total amount of the then-applicable statutory Developer Fees, which is \$221,148.79 (“**Excess Fee Payment**”). On or before June 26, 2020, the District shall refund as directed by Surland in writing the Excess Fee Payment amount of \$203,421.33 and the District shall refund to Woodside the Excess Fee Payment amount of \$17,727.46 for a total Excess Fee Payment of \$221,148.79. Surland and Woodside agree that the Excess Fee Payment shall be in full satisfaction of any and all claims and demands by Surland or Woodside for refund by the District of fees paid as of the Effective Date for new residential construction on the Ellis Woodside Property and waive and release all such claims against the District as further provided in Section 4 below. The Parties understand and agree that the remaining \$121,630.67 paid by Woodside to the District for new residential construction on the Ellis Woodside Property shall be retained by the District as mitigation for the impacts on school facilities resulting from the residential units specified in Exhibit C in accordance with Education Code section 17620, et seq. and Government Code section 65995, et seq. On May 5, 2020, Woodside tendered a check to the District (“**May 5 Check**”) for fees for an additional 29 lots at the rate calculated by the District for the MOU Mitigation Fee. The Parties have agreed that the District will hold the May 5 Check uncashed and that as soon as possible and in no event later than May 26, 2020, Woodside shall tender a check to the District for payment of fees for the same 29 lots at the current Developer Fee rate (“**Exchange Check**”), whereupon the District shall return to Woodside the May 5 Check and shall cash the Exchange Check.

4. **Satisfaction and Release of Claims.** By this Agreement, except as provided in Section 5 below, the Parties are resolving all disputes with respect to past fees paid for new residential construction on the Ellis Woodside Property as specified in Exhibit C (all such disputes, collectively, the “**Dispute**”). Except for the obligations under this Agreement, the Parties, and each of them, for themselves, and as applicable, their respective agents, assigns, predecessors, successors-in-interest, insurers, officers, directors, shareholders, employees, trustees, members, partners, principals, contractors, parents, subsidiaries, attorneys, and representatives, hereby release and forever discharge, and acquit the other Parties, and as applicable, their respective agents, assigns, predecessors, successors-in-interest, insurers, officers, directors, shareholders, employees, trustees, members, partners, principals, contractors, parents, subsidiaries, attorneys, and representatives, from and against any and all past present or future actions, cause of action, claims, controversies, costs, counts, demands, disputes, debts, indebtedness, judgments, liabilities (legal, administrative or otherwise), obligations, penalties, responsibilities, rights, expenses and fees (consultants’ and attorneys’) arising out of, or connected with, the Dispute.

5. **Excluded Disputes and Preserved Rights.** This Agreement is not intended and shall not be interpreted as addressing or resolving any disputes, claims or issues with respect to fees or other mitigation payments, whether past or future, paid or payable to the District for residential construction on the Western Corral Property, or with respect to future fees or other mitigation payments paid or payable to the District for residential construction on the Remaining Ellis Property, except as provided in Section 4 above. Further, nothing in this Agreement shall be interpreted to waive or release the rights of Surland or Woodside to protest or challenge the District’s future adoption, increase or imposition of Developer Fees on the basis of noncompliance with the School Facilities Act or the Mitigation Fee Act (which shall not include protest or challenge of the Developer Fee currently in effect as of the Effective Date). Furthermore, nothing in this

Agreement shall be interpreted to waive or release the rights of the District to impose Developer Fees on the Remaining Ellis Property in accordance with Section 1.

6. Fees and Costs. Each of the Parties shall bear the fees and costs of its own attorneys and consultants incurred in connection with the Dispute including, without limitation, fees and costs related to the negotiation and drafting of this Agreement.

7. Entire Agreement; Amendment and Waiver. This Agreement contains the entire agreement and understanding between the Parties with regard to the subject matter of the Agreement and supersedes all prior negotiations, agreements, and understandings, written and oral, with respect thereto. However, nothing in this Agreement shall be interpreted to alter, modify, supersede, or terminate the existing MOU with respect to the Western Corral Property. This Agreement shall be deemed for all purposes to have been drafted jointly by the Parties. No amendment of, supplement to or waiver of any provisions of this Agreement shall be enforceable or admissible unless set forth in a writing signed by the Party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any express waiver granted shall apply solely to the specific instance expressly described.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective subsidiaries or affiliates, and each of their successors and assigns.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signatures transmitted via telecopier or email/pdf shall in all respects be treated as originals.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California, with venue of any action in San Joaquin County.

11. Signatories' Warrant. The signatories below expressly represent and warrant that they are authorized to execute this Agreement on behalf of, and to fully bind, the Parties on whose behalf their signatures appear, and that each Party has had the opportunity to consult with legal counsel regarding the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Surland Communities, LLC, a California limited liability company

TRACY UNIFIED SCHOOL DISTRICT

By: _____
Les Serpa, President


By: _____
Name:
Its:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

PERKINS COIE

DANNIS, WOLIVER, KELLY

By:  _____
Geoffrey L. Robinson

By: _____
Jessika K. Johnson

Woodside 05N, LP, a California limited partnership

By: **WDS GP, Inc.**, a California corporation
General Partner

By: _____
Scott Hoisington, Vice President

APPROVED AS TO FORM:

PERKINS COIE


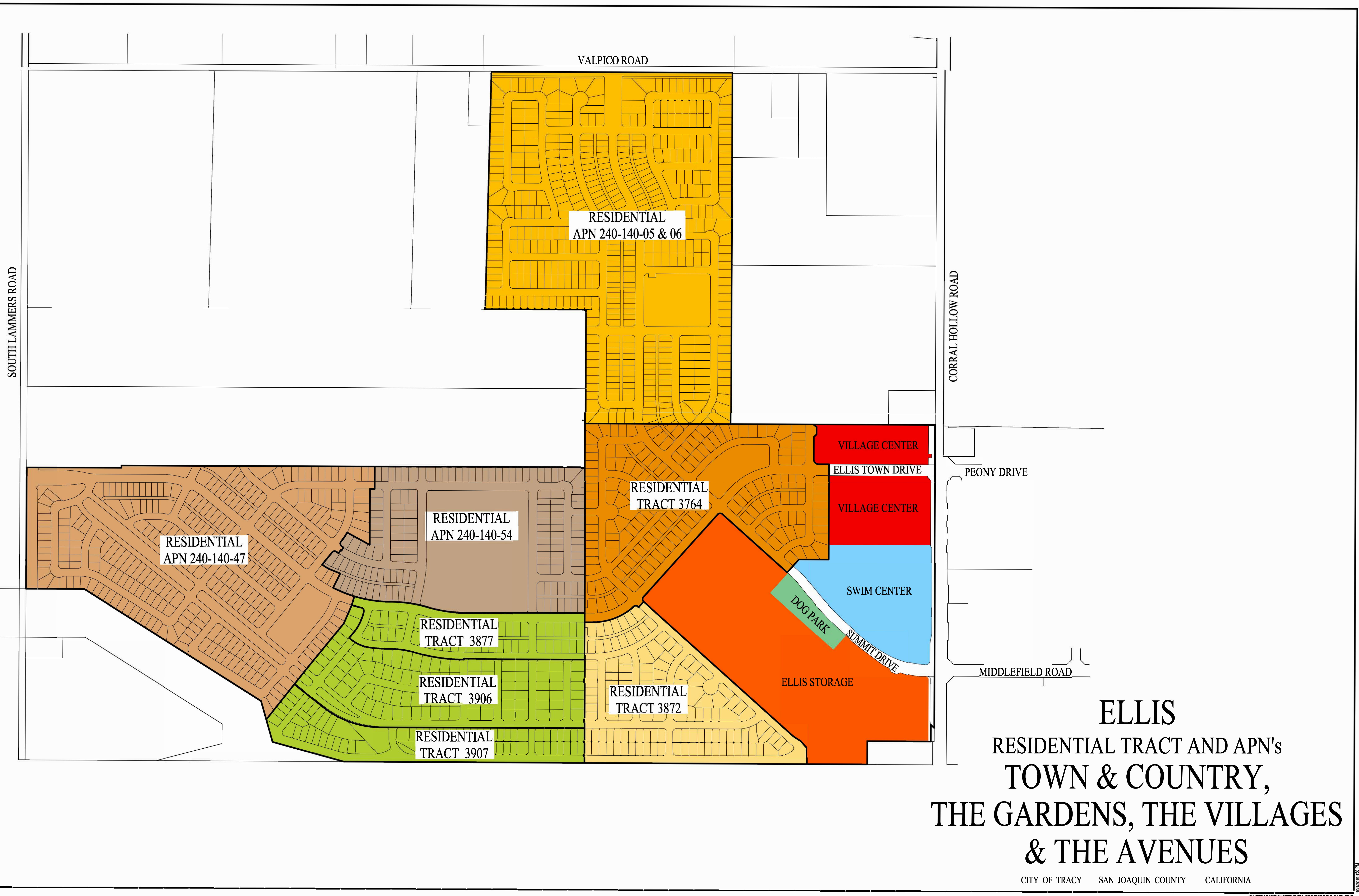
By:  _____
Geoffrey L. Robinson

EXHIBIT A-1

Depiction and Description of Ellis Property



ELLIS
 RESIDENTIAL TRACT AND APN's
 TOWN & COUNTRY,
 THE GARDENS, THE VILLAGES
 & THE AVENUES

CITY OF TRACY SAN JOAQUIN COUNTY CALIFORNIA

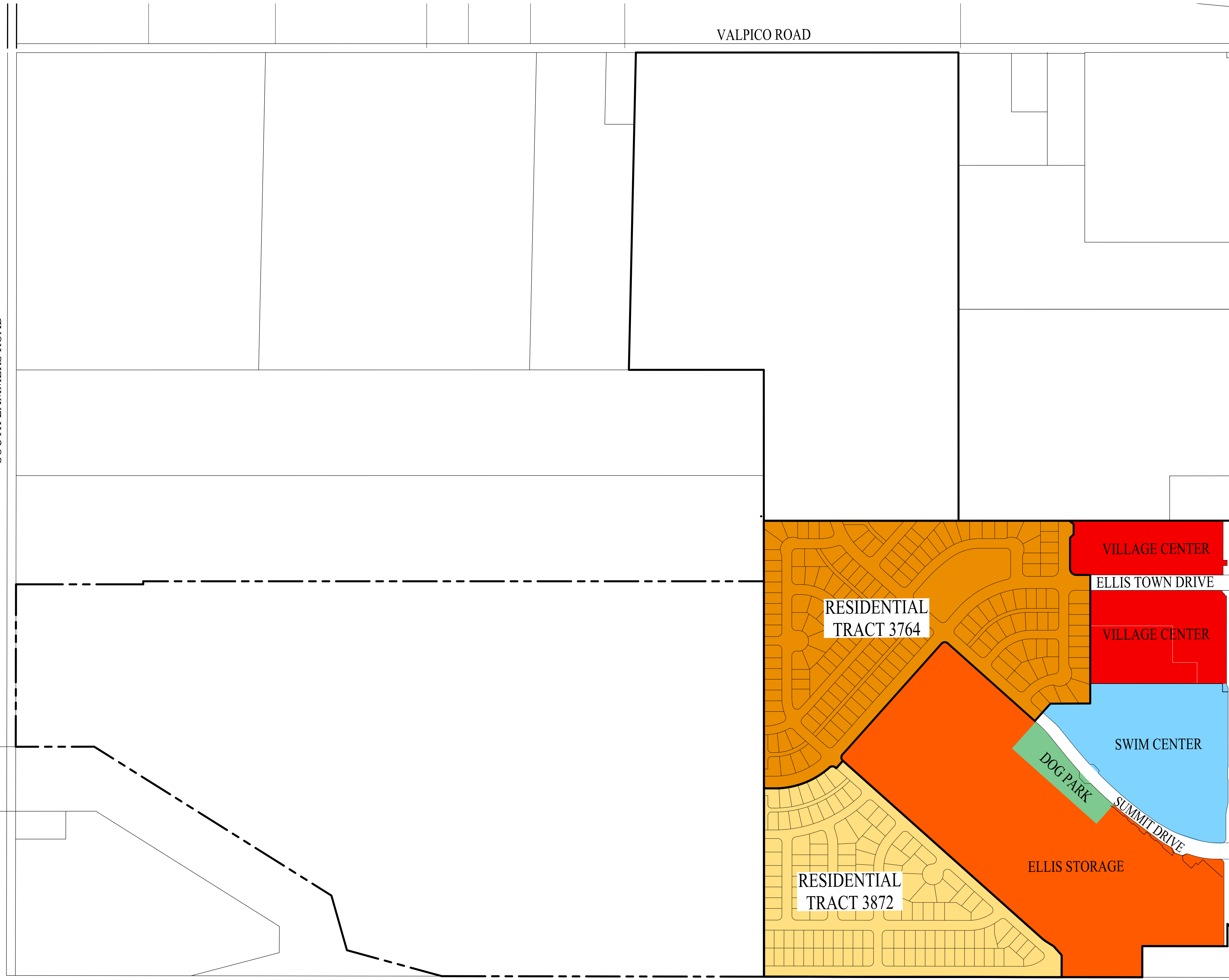
EXHIBIT A-2

Depiction and Description of Western Corral Property

SOUTH LAMMERS ROAD

VALPICO ROAD

CORRAL HOLLOW ROAD



PEONY DRIVE

RESIDENTIAL TRACT 3764

VILLAGE CENTER

ELLIS TOWN DRIVE

VILLAGE CENTER

SWIM CENTER

DOG PARK

SUMMIT DRIVE

RESIDENTIAL TRACT 3872

ELLIS STORAGE

MIDDLEFIELD ROAD

ELLIS WESTERN CORRAL PROPERTY

CITY OF TRACY SAN JOAQUIN COUNTY CALIFORNIA

EXHIBIT A-3

Depiction and Description of Remaining Ellis Property

SOUTH LAMMERS ROAD

VALPICO ROAD

CORRAL HOLLOW ROAD

PEONY DRIVE

MIDDLEFIELD ROAD

RESIDENTIAL
APN 240-140-05 & 06

RESIDENTIAL
APN 240-140-47

RESIDENTIAL
APN 240-140-54

RESIDENTIAL
TRACT 3877

RESIDENTIAL
TRACT 3906

RESIDENTIAL
TRACT 3907

REMAINING ELLIS PROPERTY

CITY OF TRACY SAN JOAQUIN COUNTY CALIFORNIA

EXHIBIT A-4

Depiction and Description of Ellis Woodside Property

SOUTH LAMMERS ROAD

VALPICO ROAD

CORRAL HOLLOW ROAD

PEONY DRIVE

MIDDLEFIELD ROAD

RESIDENTIAL
TRACT 3877

RESIDENTIAL
TRACT 3906

RESIDENTIAL
TRACT 3907

ELLIS WOODSIDE PROPERTY

CITY OF TRACY SAN JOAQUIN COUNTY CALIFORNIA

EXHIBIT B

Protocol for Payment of Developer Fees on Remaining Ellis Property

Surland Communities

Procedure for Payment of Developer Fees on Remaining Ellis Property and Issuance of Certificate of Compliance by Tracy Unified School District

This procedure is prescribed solely for payment of Developer Fees and issuance of a Certificate of Compliance for new residential construction on the property described and depicted on the attached map entitled "Remaining Ellis Property." The Remaining Ellis Property is located in the Tracy Unified School District and the Jefferson School District.

Procedure:

1. Builder shall complete Section 1 of the attached Certificate of Compliance form for each lot and submit to City of Tracy.
2. The City of Tracy shall complete Section 2 of the Certificate of Compliance form and return to Builder.
3. Builder shall submit the completed Certificate of Compliance form to the District together with (a) plot plans (in the form of the attached exemplar) showing the tract number and lot number of each lot for which a building permit is sought; (b) a map showing the location of each such lot on the Remaining Ellis Property.
4. District shall complete Section 3 of the Certificate of Compliance form (indicating the Developer Fee computation based on square footage certified by the City of Tracy and applicable fee for "Tracy USD + Feeder School") and provide to Builder the fee per unit and a total Developer Fee due from Builder.
5. Builder shall pay the total Developer Fee due and, upon receipt thereof, District shall issue the Certificate of Compliance.

Fees to be charged:

The Developer Fee to be charged by the District for new residential construction on the Remaining Ellis Property shall be the then-current developer fee duly adopted by the Governing Board of the District pursuant to Education Code § 17620 and Government Code §§ 65995, *et seq.* and applicable to new residential construction within the District.



Tracy Unified School District

1875 W. Lowell Avenue, Tracy, CA 95376
(209) 830-3245
www.tracy.k12.ca.us

CERTIFICATE OF COMPLIANCE FOR PAYMENT OF DEVELOPER FEES

[Read this form in its entirety, including the Instructions on page 2, prior to completing form]

SECTION 1: This section to be completed by **Property Owner/Developer**

Project/Development Name (if applicable): _____

Address: _____ Parcel: ____-____-____ Tract#: _____ Lot#: _____

Property Owner/Developer Name: _____ Phone #: _____

Mailing Address: _____ Email: _____

DEVELOPMENT CATEGORY: (Check one) Residential Commercial/Industrial

TYPE OF CONSTRUCTION: (Check one) New Construction Tear-Down/Rebuild Addition/Remodel/Expansion

I am fully aware of my responsibilities to coordinate the processing of this form and to contact Tracy Unified School District ("TUSD") to find out about the basis for school impact fees and fee increases or changes. I understand that payment of such fees shall be by **Certified or Cashier's Check** made payable to **TRACY UNIFIED SCHOOL DISTRICT**, and may only be paid in person at the TUSD District Office. Completion of this form by the City of Tracy/City of Lathrop/County of San Joaquin (as applicable), full payment of fees to TUSD, and issuance of a completed Certificate of Compliance by TUSD is required as a prerequisite to the issuance of a building permit. I further understand that issuance of a Certificate of Compliance by TUSD certifies compliance with TUSD's school impact fees and requirements only; it does NOT certify compliance with any fees or requirements imposed by the applicable elementary school district within whose boundaries the Project is located (i.e., Banta Elementary School District, Jefferson School District, New Jerusalem School District, as applicable). I confirm that I have read, understand, and am fully aware of the terms set forth in this form in its entirety.

Signature of Owner/Developer

Name

Date

SECTION 2: To be completed by **City of Tracy/City of Lathrop/County of San Joaquin** (Authorized Building Dept. Officer)

A building permit is pending for the above named Project. The City/County (circle applicable jurisdiction) Building Department has calculated the square footage of the Project, below. Payment of school impact fees to TUSD and the applicable elementary school district (if applicable) within whose boundaries the Project is located is a prerequisite to the issuance of a building permit. Pursuant to Education Code, §17620(b), the City/County shall not issue a building permit for the Project absent completed Certificates of Compliance from both TUSD and the appropriate elementary school district (if applicable).

Project# / Plan Check #: _____ **BUILDING PERMIT #:** _____

Tract #: _____ Lot #: _____ APN Parcel #(s): _____

<p>COMMERCIAL/INDUSTRIAL*</p> <p>Square Footage: _____</p> <p>(If Tear-Down/Rebuild: _____ Sq. Ft. (old))</p> <p><input type="checkbox"/> Mini-Storage (check if applicable)</p> <p>Other: _____</p>	<p>RESIDENTIAL** # of Units: _____</p> <p><input type="checkbox"/> New Residential Construction: _____ Sq. Ft. Unit Type: _____ (single or multi-family, attached/detached, etc.)</p> <p><input type="checkbox"/> Addition/Remodel/Expansion: _____ Sq. Ft.</p> <p><input type="checkbox"/> Tear-Down/Rebuild: _____ Sq. Ft. (new) _____ Sq. Ft. (old)</p> <p>(If Tear-Down/Rebuild: <input type="checkbox"/> Voluntary OR <input type="checkbox"/> Damage/Destruction Caused by Disaster)</p> <p>Other: _____</p>
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Signature of Authorized Building Dept. Officer

Name

Title

Date

*Commercial/Industrial – Chargeable Covered and Enclosed Space: Square footage of the covered and enclosed space determined to be within the perimeter of a commercial or industrial structure, not including any storage areas incidental to the principal use of the construction, garage, parking structure, unenclosed walkway, or utility or disposal area.

**Residential – Assessable Space: All of the square footage within the perimeter of a residential structure, not including any carport, covered or uncovered walkway, garage, overhang, patio, enclosed patio, detached accessory structure, or similar area. Assessable space includes the square footage of enclosed walkways, such as hallways inside the perimeter of a residential structure.

CERTIFICATE OF COMPLIANCE FOR PAYMENT OF DEVELOPER FEES (Continued)

SECTION 3: This section to be completed by **Tracy Unified School District** (Authorized District Representative)

School impact fees are subject to change upon approval by the Tracy Unified School District (TUSD) Board of Education. Current rate in effect applies at the time of imposition of fees/payment. Payment of these fees to TUSD is a prerequisite to the issuance of a building permit.

Boundaries (check one): Only Tracy Unified School District TUSD + Feeder School: _____
(If checked, issuance of this Certificate of Compliance does NOT certify compliance with applicable feeder school requirements)

FEE COMPUTATION (based on square footage certified by the City/County [see previous page]):

Commercial/Industrial

Square Footage: _____ X \$ _____ = _____
(# of square feet) (rate per sf) (commercial/industrial developer fees due)

Residential

Square Footage: _____ X \$ _____ = _____
(# of square feet) (rate per sf) (residential developer fees due)

Other: _____

Exempt (If exempt, check box & state reason): _____

Voluntary Mitigation Agreement Entered in Lieu of Payment of Developer Fees (check box if applicable)

Date Entered: _____ Contract #: _____ Mitigation Fee: _____

Total Amount Paid \$ _____ **Date of Payment:** _____ **Check #:** _____

Receipt #: _____ **CERTIFICATE OF COMPLIANCE #:** _____

Signature of Authorized District Representative _____

Name _____

Title _____

Date of Issuance _____

PURSUANT TO GOVERNMENT CODE SECTION 66020(d), OWNER/DEVELOPER HAS A PERIOD OF 90 DAYS FROM THE DATE OF ISSUANCE OF THIS CERTIFICATE TO PROTEST THE IMPOSITION OF THESE FEES

INSTRUCTIONS: Owner/Developer ("Owner") must follow the instructions below for prompt processing:

1. Upon completion of Section 1, Owner must submit this form to the City or County building department (applicable jurisdiction) for calculation and certification of Project square footage using Section 2 of this form. Completion of Sections 1 (by Owner) and Section 2 (by City/County) is required prior to Owner submittal of this form to TUSD.
2. Fees must be paid in person at TUSD's Facilities Department Office (1875 W. Lowell Avenue, Tracy) **BY APPOINTMENT ONLY**. Please call (209) 830-3245 or email DECFacilitiesStaff@tusd.net to schedule an appointment with TUSD to process and pay developer fees.
3. Owner must bring the following to the appointment: (i) fully completed original Certificate of Compliance form, with all of the above blank portions completed by the Owner (Section 1) and City/County (Section 2) with authorized original signatures (in ink); (ii) Owner's current Driver's License, passport, or government issued I.D.; (iii) a copy of the applicable plot plan, site plan, floor plan and/or master plan for the project showing and identifying the total area of the building(s) to be constructed; and (iv) full payment of fees, by Certified or Cashier's Check, **made payable to Tracy Unified School District**.
4. Issuance of a Certificate of Compliance by TUSD is a precondition to issuance of a building permit for the Project.
5. Upon payment and clearance of fees, TUSD will issue a Certificate of Compliance and receipt for the amount paid. Issuance of a Certificate of Compliance by TUSD certifies compliance with TUSD's school impact fee requirements only; it does NOT certify payment of or compliance with any fees or requirements imposed by the applicable elementary school district within whose boundaries the Project is located (if applicable).
6. If subsequent modifications to the Project result in a change in project type or an increase in square footage, or if the Certificate of Compliance expires prior to building permit issuance, Owner must obtain an updated Certificate of Compliance from TUSD and pay any additional fees owing at the then-current rate before the building permit can be issued.
7. Fee rates are subject to change at any time upon approval by TUSD's Board of Education in accordance with law. The current rate in effect at the time of imposition of fees/payment shall apply. It is the Owner's responsibility to contact TUSD to find out about current rates, the basis for fees, and fee increases or changes.
8. TUSD charges a \$100 administrative fee to process any refund of fees, or amendments to or cancellation of a Certificate of Compliance formerly issued on any type of development, including, without limitation, amendments due to down-sizing, project cancellation, or expired building permit. A returned check due to "insufficient funds" is subject to a \$35 returned check fee in addition to the \$100 administrative fee for reprocessing.

CERTIFICATE OF COMPLIANCE IS VALID FOR 30 DAYS FROM THE DATE OF ISSUANCE



Carlson, Barbee
& Gibson, Inc.

JOB NO. 1725-40

PROJECT: ELLIS GARDENS

SUBDIVISION: TRACT 3877 LOT TYPE: 55 R

LOCATION: TRACY, CALIFORNIA

SCALE: 1" = 20'

DRAWN BY: MGW

CHECKED BY: GTZ

LOT NO.

11

REVIEWED AND APPROVED:

APN: 240-760-11

CODE REFERENCES:

2016 CRC, 2016 CEC, 2016 CFC, 2016 CMC,
2016 CPC, 2016 CA ENERGY CODE, 2016 CA
GREEN BLDG. STANDARDS CODE, CITY OF
TRACY MUNICIPAL CODE

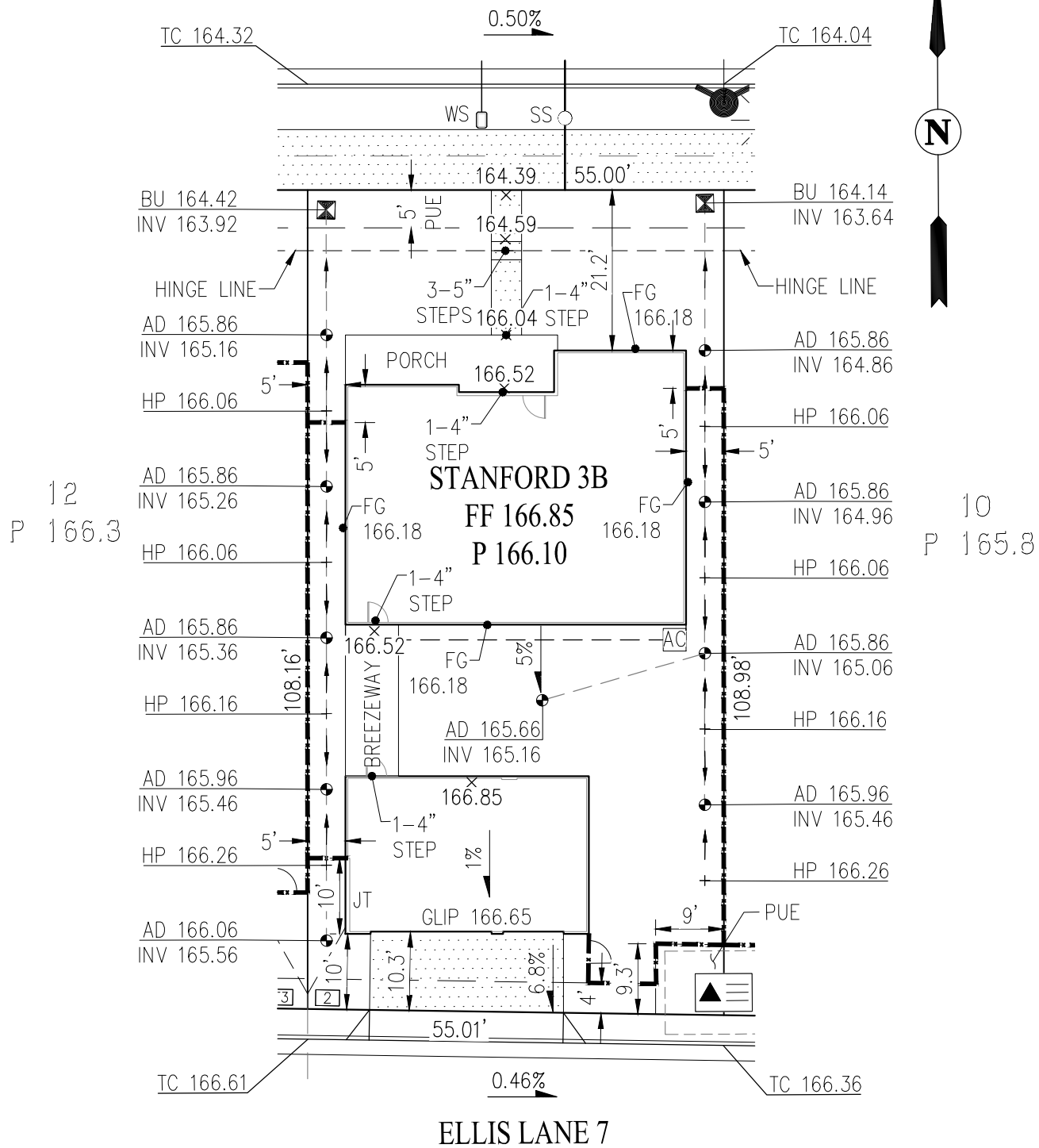
DATE: DECEMBER 3, 2019

REVISION: JANUARY 14, 2020
MOVED FENCE LOCATION
ALONG ALLEY

WOODSIDE HOMES DATE

LOT AREA: 5,971± SF
FOOTPRINT AREA: 2,163± SF
LOT COVERAGE AREA: 36%
LIVING AREA: 2,945± SF

2640 ELLIS TOWN DRIVE



NOTES:

1. THE GROUND IMMEDIATELY ADJACENT TO THE FOUNDATION SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF 5% FOR A MINIMUM DISTANCE OF 10 FEET MEASURED PERPENDICULAR TO THE FACE OF THE WALL WITH 1% SWALE TO AN INLET. IF PHYSICAL CONDITIONS PROHIBIT 10 FEET HORIZONTAL DISTANCE FROM BUILDING TO SWALE, SWALES SHALL BE SLOPED AT 2% TO AN INLET CONSISTENT WITH CALIFORNIA RESIDENTIAL CODE SECTION R401.3
2. THE LOCATIONS AND DIMENSIONS OF UTILITY BOXES, METERS, FENCES, WALLS, BUILDINGS, WALKWAYS, AND OTHER IMPROVEMENTS DEPICTED ON THIS PLOT PLAN ARE APPROXIMATIONS TAKEN FROM PLANS, AND THEY MAY NOT MATCH THE ACTUAL LOCATIONS OR DIMENSIONS OF THE IMPROVEMENTS AS CONSTRUCTED ON THE PROPERTY. IN ALL INSTANCES, THE ACTUAL LOCATIONS AND DIMENSIONS OF THE IMPROVEMENTS AS CONSTRUCTED SHALL CONTROL OVER THE APPROXIMATIONS SHOWN IN THIS PLOT PLAN. THEREFORE, BEFORE ENTERING INTO A PURCHASE CONTRACT, BUYER IS STRONGLY ENCOURAGED TO VISIT THE PROPERTY TO CONFIRM THAT THE ACTUAL LOCATIONS AND DIMENSIONS OF THE IMPROVEMENTS ARE SATISFACTORY TO BUYER.

P	PAD ELEVATION	---	EMBANKMENT (2:1 MAX)	---	FENCE
FF	FINISHED FLOOR	AD/INV	AREA DRAIN/INVERT	⊙	FIRE HYDRANT
GLIP	GARAGE LIP	HP	HIGH POINT OF SWALE	⊠	BUBBLE UP
TC	TOP OF CURB	---	SWALE	⊙	ELECTROLIER
PUE	PUBLIC UTILITY EASEMENT	---	4" AREA DRAIN PIPE	⊠	PG&E SPLICE BOXES
R	MIRRORED FOOTPRINT	⊙	AREA DRAIN	⊠	PG&E SUBSURFACE TRANSFORMER
BW	BACK OF WALK	---	SS SEWER CLEANOUT/SERVICE	⊠	TELEPHONE SPLICE BOX
GB	GRADE BREAK	---	WS WATER METER/SERVICE	⊠	CABLE SPLICE BOX
---	LOT LINE	---	JT, JOINT TRENCH SERVICES	⊠	FIBER OPTIC SPLICE BOX (Vs, Vf, OR Vn AS NOTED)
---	RETAINING WALL	⊙	GAS BOX		
---	1' KICKER BOARD IN FENCE				

CIVIL ENGINEERS • SURVEYORS • PLANNERS

2633 CAMINO RAMON, SUITE 350 SAN RAMON, CALIFORNIA 94583 (925) 866-0322

EXHIBIT C

Spreadsheet of Fees Paid By Woodside and Applicable Developer Fees

											<u>Correct Amount</u>	
											<u>Total Sq Ft. @</u>	
											<u>.95 cents /</u>	
											<u>Increase on</u>	
											<u>1/1/2020 to</u>	
											<u>\$1.02 per sq ft</u>	
<u>Community</u>	<u>Phase</u>	<u>Tract</u>	<u>Lot #</u>	<u>APN</u>	<u>Address</u>	<u>Plan/E</u>	<u>Total</u>	<u>Fees</u>	<u>Paid</u>	<u>Refund Due</u>		
						<u>lev</u>	<u>Sq. Ft.</u>					
Berkshire	1	3906	143	240-770-650	4509 Margaret Adele Lane	2A	2979	\$ 7,293.18	11/15/19	\$ 2,830.05	\$ 4,463.13	
Berkshire	1	3906	148	240-770-700	4559 Margaret Adele Lane	1A	2865	\$ 7,293.18	11/15/19	\$ 2,721.75	\$ 4,571.43	
Berkshire	1	3906	149	240-770-710	4569 Margaret Adele Lane	2B	2979	\$ 7,293.18	11/15/19	\$ 2,830.05	\$ 4,463.13	
Berkshire	1	3906	150	240-770-720	4579 Margaret Adele Lane	Z-2C	2197	\$ 7,293.18	11/15/19	\$ 2,087.15	\$ 5,206.03	
Berkshire	2	3906	144	240-770-660	4519 Margaret Adele Lane	1C	2865	\$ 7,293.18	11/15/19	\$ 2,721.75	\$ 4,571.43	
Berkshire	2	3906	145	240-770-670	4529 Margaret Adele Lane	3D	3129	\$ 7,293.18	11/15/19	\$ 2,972.55	\$ 4,320.63	
Berkshire	2	3906	146	240-770-680	4539 Margaret Adele Lane	4B	3613	\$ 7,293.18	11/15/19	\$ 3,432.35	\$ 3,860.83	
Berkshire	2	3906	147	240-770-690	4549 Margaret Adele Lane	2D	2979	\$ 7,293.18	11/15/19	\$ 2,830.05	\$ 4,463.13	
Berkshire	3	3906	128	240-770-500	4578 Margaret Adele Lane	Z-2A	2197	\$ 7,293.18	11/15/19	\$ 2,087.15	\$ 5,206.03	
Berkshire	3	3906	129	240-770-510	4568 Margaret Adele Lane	4D	3613	\$ 7,293.18	11/15/19	\$ 3,432.35	\$ 3,860.83	
Berkshire	3	3906	130	240-770-520	4558 Margaret Adele Lane	2C	2979	\$ 7,293.18	11/15/19	\$ 2,830.05	\$ 4,463.13	
Berkshire	3	3906	131	240-770-530	4548 Margaret Adele Lane	3B	3129	\$ 7,293.18	11/15/19	\$ 2,972.55	\$ 4,320.63	
Berkshire	4	3906	132	240-770-540	4538 Margaret Adele Lane	4A	3613	\$ 7,293.18	11/15/19	\$ 3,432.35	\$ 3,860.83	
Berkshire	4	3906	133	240-770-550	2778 Cordelia Lane	1B	2865	\$ 7,293.18	11/15/19	\$ 2,721.75	\$ 4,571.43	
Berkshire	4	3906	134	240-770-560	2768 Cordelia Lane	3A	3129	\$ 7,293.18	11/15/19	\$ 2,972.55	\$ 4,320.63	
Stanford	1	3877	25	240-770-070	2780 Ellis Town Drive	1A	2377	\$ 7,293.18	11/15/19	\$ 2,258.15	\$ 5,035.03	
Stanford	1	3877	26	240-770-080	2789 Cordelia Lane	3B	2945	\$ 7,293.18	11/15/19	\$ 2,797.75	\$ 4,495.43	
Stanford	1	3877	27	240-770-090	2779 Cordelia Lane	2C	3194	\$ 7,293.18	11/15/19	\$ 3,034.30	\$ 4,258.88	
Stanford	1	3877	28	240-770-100	2769 Cordelia Lane	3A	2945	\$ 7,293.18	11/15/19	\$ 2,797.75	\$ 4,495.43	
Stanford	2	3877	22	240-770-040	2750 Ellis Town Drive	1B	2377	\$ 7,293.18	11/15/19	\$ 2,258.15	\$ 5,035.03	
Stanford	2	3877	23	240-770-050	2760 Ellis Town Drive	2A	3194	\$ 7,293.18	11/15/19	\$ 3,034.30	\$ 4,258.88	
Stanford	2	3877	29	240-770-110	2759 Cordelia Lane	2B	2727	\$ 7,293.18	11/15/19	\$ 2,590.65	\$ 4,702.53	
Stanford	2	3877	30	240-770-120	2749 Cordelia Lane	3C	2945	\$ 7,293.18	11/15/19	\$ 2,797.75	\$ 4,495.43	
Stanford	3	3877	24	240-770-060	2770 Ellis Town Drive	3C	3412	\$ 7,293.18	11/15/19	\$ 3,241.40	\$ 4,051.78	
Stanford	3	3877	31	240-770-130	2739 Cordelia Lane	2B	2727	\$ 7,293.18	11/15/19	\$ 2,590.65	\$ 4,702.53	
Stanford	3	3877	32	240-770-140	2729 Cordelia Lane	3A	3412	\$ 7,293.18	11/15/19	\$ 3,241.40	\$ 4,051.78	
Stanford	3	3877	33	240-770-150	2719 Cordelia Lane	1C	2377	\$ 7,293.18	11/15/19	\$ 2,258.15	\$ 5,035.03	
Stanford	4	3877	19	240-770-010	2720 Ellis Town Drive	3B	2945	\$ 7,293.18	11/15/19	\$ 2,797.75	\$ 4,495.43	
Stanford	4	3877	20	240-770-020	2730 Ellis Town Drive	2C	3194	\$ 7,293.18	11/15/19	\$ 3,034.30	\$ 4,258.88	
Stanford	4	3877	21	240-770-030	2740 Ellis Town Drive	1A	2377	\$ 7,293.18	11/15/19	\$ 2,258.15	\$ 5,035.03	

Zephyr	1	3907	151	240-790-010	4589 Margaret Adele Lane	2C	2197	\$	7,293.18	11/15/19	\$	2,087.15	\$	5,206.03
Zephyr	1	3907	154	240-790-040	4619 Margaret Adele Lane	2A	2197	\$	7,293.18	11/15/19	\$	2,087.15	\$	5,206.03
Zephyr	1	3907	155	240-790-050	4629 Margaret Adele Lane	3B	2510	\$	7,293.18	11/15/19	\$	2,384.50	\$	4,908.68
Zephyr	1	3907	156	240-790-060	4639 Margaret Adele Lane	4D	2594	\$	7,293.18	11/15/19	\$	2,464.30	\$	4,828.88
Zephyr	2	3907	152	240-790-020	4599 Margaret Adele Lane	3A	2510	\$	7,293.18	11/15/19	\$	2,384.50	\$	4,908.68
Zephyr	2	3907	153	240-790-030	4609 Margaret Adele Lane	4B	2594	\$	7,293.18	11/15/19	\$	2,464.30	\$	4,828.88
Zephyr	2	3907	219	240-790-260	2860 Rio Grande Drive	2D	2197	\$	7,293.18	11/15/19	\$	2,087.15	\$	5,206.03
Zephyr	2	3907	220	240-790-270	2870 Rio Grande Drive	1A	2002	\$	7,293.18	11/15/19	\$	1,901.90	\$	5,391.28
Zephyr	3	3907	157	240-790-070	2879 Gold Run Street	2A	2197	\$	7,293.18	11/15/19	\$	2,087.15	\$	5,206.03
Zephyr	3	3907	158	240-790-080	2869 Gold Run Street	3C	2510	\$	7,293.18	11/15/19	\$	2,384.50	\$	4,908.68
Zephyr	3	3907	221	240-790-280	4608 Margaret Adele Lane	2C	2197	\$	7,293.18	11/15/19	\$	2,087.15	\$	5,206.03
Zephyr	3	3907	222	240-790-290	4618 Margaret Adele Lane	1D	2002	\$	7,293.18	11/15/19	\$	1,901.90	\$	5,391.28
Zephyr	4	3907	159	240-790-090	2859 Gold Run Street	2B	2197	\$	7,293.18	11/15/19	\$	2,087.15	\$	5,206.03
Zephyr	4	3907	160	240-790-100	2849 Gold Run Street	1C	2002	\$	7,293.18	11/15/19	\$	1,901.90	\$	5,391.28
Zephyr	4	3907	161	240-790-110	2839 Gold Run Street	3D	2510	\$	7,293.18	11/15/19	\$	2,384.50	\$	4,908.68

*Level one fee increase to \$1.02 as of 1/1/2020

Zepyr	5	3907	162	240-790-120	2829 Gold Run Street	4D	2594	\$	7,293.18	2/19/2020	\$	2,645.88	\$	4,647.30
Stanford	5	3877	18	240-760-180	2710 Ellis Town Drive	1C	2377	\$	7,293.18	2/19/2020	\$	2,424.54	\$	4,868.64

<u>Fees Paid</u>	<u>Correct Amount</u>	<u>Refund Due</u>
\$ 342,779.46	Total Sq Ft. @ .95 cents	\$ 221,148.79
	\$ 121,630.67	

#of lots 47