

EXHIBIT A-2

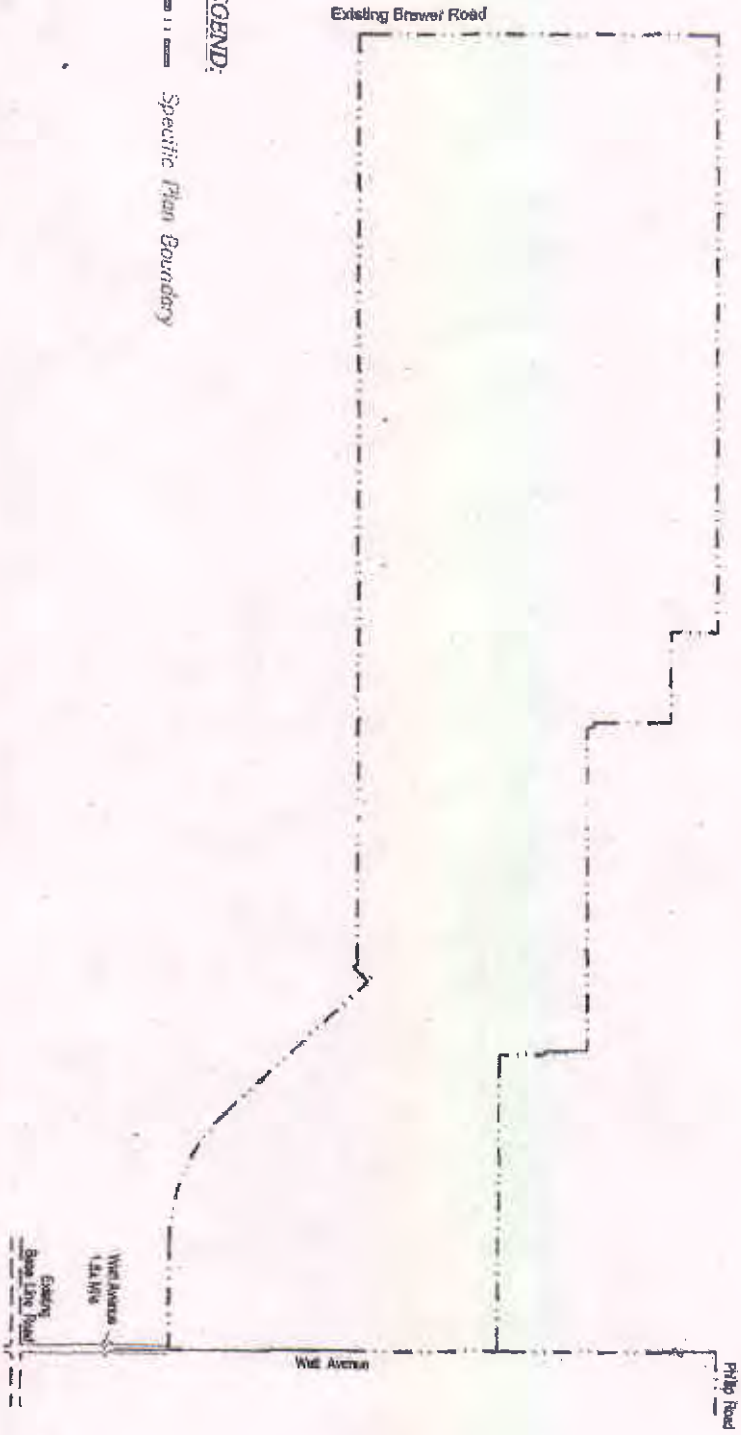
REGINAL UNIVERSITY SPECIFIC PLAN

TSAKOPOULOS / CUMMINGS PROPERTY LEGAL DESCRIPTION

All that certain real property situated in the County of Placer, State of California, being a portion of Section 20, Township 11 North, Range 5 East, Mount Diablo Meridian, and being more particularly described as follows:

Parcels A, B, C and D as shown on that Certain Waiver of Parcel Map, Number 73228W, as filed for record in Book 2121 at Page 295, Official Records of Placer County.

EXHIBIT A-3
 PROPERTY MAP
 Regional University Specific Plan
 Placer County, California
 November, 2007



LEGEND:

 Specific Plan Boundary



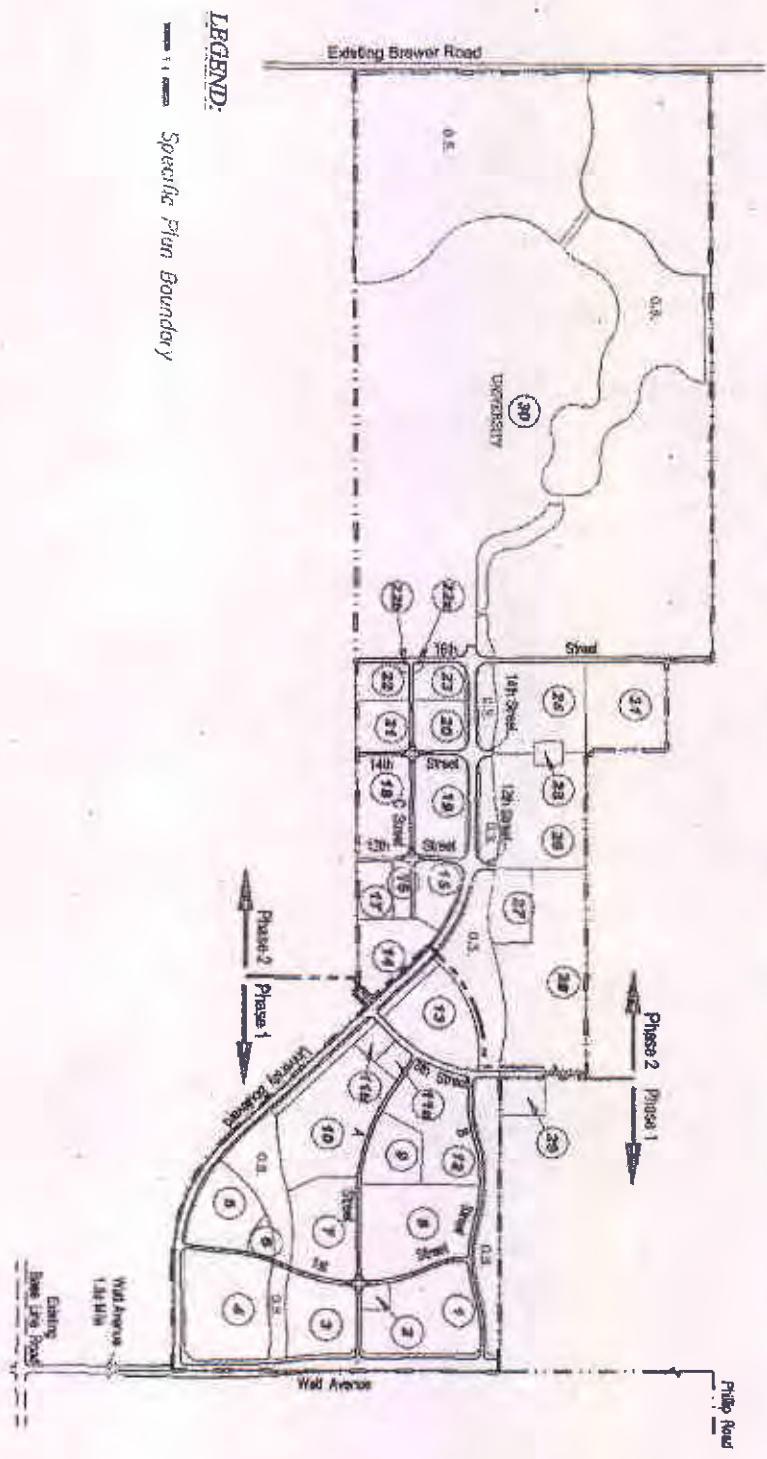

 SCALE: 1" = 1500'

12.25.2007 *PLACER COUNTY*
 REGIONS AND SUBREGIONS
 REGIONAL UNIVERSITY SPECIFIC PLAN
 PLACER COUNTY, CALIFORNIA
 NOVEMBER, 2007

MACKAY & SONNS
 ENGINEERS, ARCHITECTS AND PLANNERS
 1200 W. COLLETON AVENUE
 SACRAMENTO, CALIFORNIA 95817
 (916) 433-1100
 www.mackay-sonns.com

SHEET 1 OF 1

EXHIBIT 2.2
LAND USE MAP
Regional University Specific Plan
 Placer County, California
 November, 2007



LEGEND:

--- Specific Plan Boundary



NOV 2007
 1771 Hubbard Boulevard, Placer County, California 95671
 (916) 752-1100

MACKAY & SOMES
 CIVIL ENGINEERS
 1771 HUBBARD BOULEVARD
 PLACER COUNTY, CALIFORNIA 95671
 SHEET 1 OF 2

EXHIBIT 2.2
LAND USE MAP
Regional University Specific Plan
 Placer County, California
 November, 2007

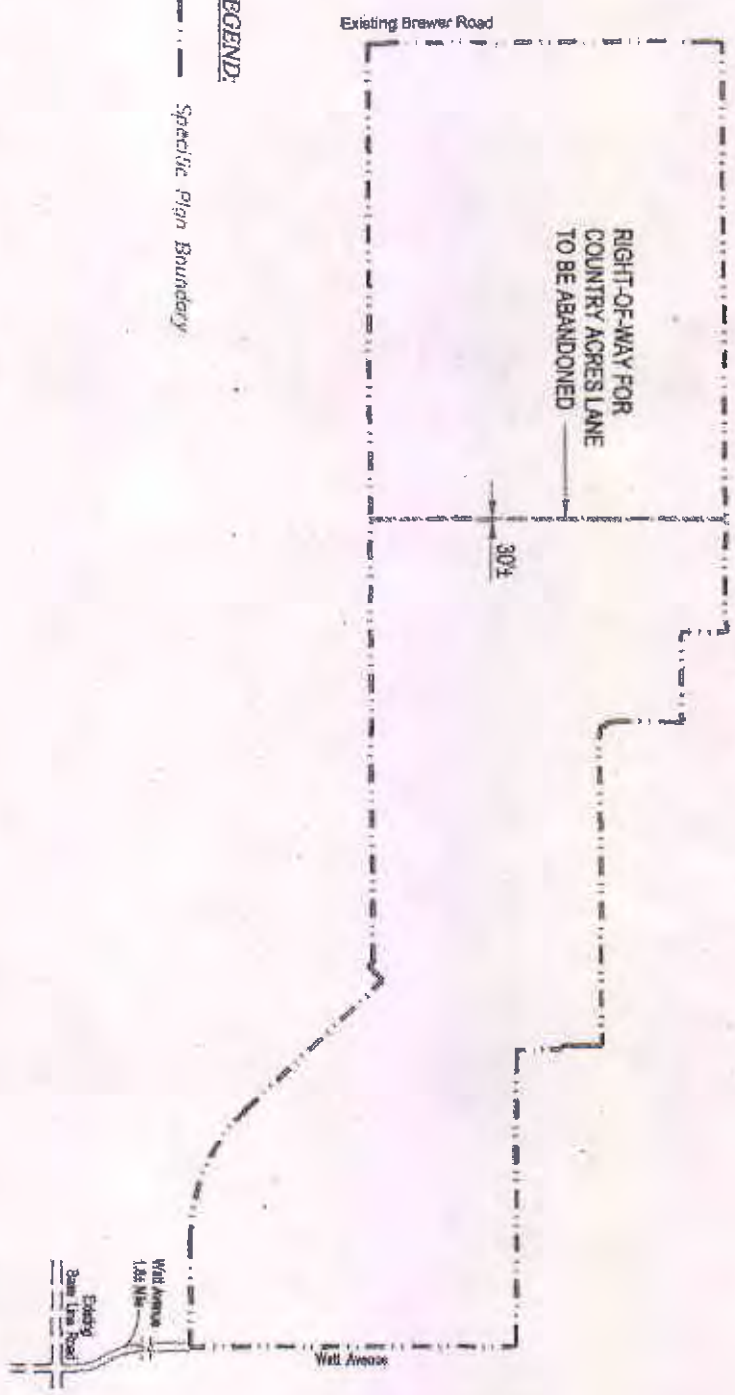
LAND USE BY PARCEL TABLE

PARCEL	LAND USE	ACREAGE	UNITS
1	LOW DENSITY RESIDENTIAL	23.6	141
2	PARK - POCKET PARK	2.0	
3	LOW DENSITY RESIDENTIAL	14.2	86
4	LOW DENSITY RESIDENTIAL	24.5	147
5	MEDIUM DENSITY RESIDENTIAL	12.8	141
6	PARK - POCKET PARK	2.2	
7	MEDIUM DENSITY RESIDENTIAL	17.4	191
8	LOW DENSITY RESIDENTIAL	28.2	131
9	PUBLIC/GAS - PUBLIC - SCHOOL	10.0	
10	MEDIUM DENSITY RESIDENTIAL	28.9	318
11A	PUBLIC/GAS - PUBLIC - FIRE STATION	2.2	
11B	PUBLIC/GAS - PUBLIC - GOVERNMENT	2.2	
12	PARK - COMMUNITY PARK	22.1	
13	HIGH DENSITY RESIDENTIAL	18.4	299
14	COMMERCIAL PLANNED DEVELOPMENT	12.2	
15	HIGH DENSITY RESIDENTIAL	7.2	171
16	PARK - POCKET PARK	2.6	
17	HIGH DENSITY RESIDENTIAL	5.5	131
18	MEDIUM DENSITY RESIDENTIAL	13.6	163
19	MEDIUM DENSITY RESIDENTIAL	14.7	178
20	HIGH DENSITY RESIDENTIAL	7.5	167
21	HIGH DENSITY RESIDENTIAL	7.6	167
22	COMMERCIAL MIXED USE	9.0	90
22A	VILLAGE GREEN	0.25	
22B	VILLAGE GREEN	0.25	
23	COMMERCIAL MIXED USE	5.0	25
24	MEDIUM DENSITY RESIDENTIAL	23.1	234

25	PARK - POCKET PARK	2.0	
26	MEDIUM DENSITY RESIDENTIAL	28.4	265
27	PARK - NEIGHBORHOOD PARK	8.5	
28	LOW DENSITY RESIDENTIAL	42.8	213
29	PUBLIC/GAS - PUBLIC - PUBLIC FACILITIES	4.7	
30	UNIVERSITY	398.9	750
30A	UNIVERSITY	60.0	330
30B	UNIVERSITY	*	76
30C	UNIVERSITY	182.5	
31	PUBLIC/GAS - PUBLIC - SCHOOL	21.0	
	OPEN SPACE	63.8	
	GREEN SPACE	28.4	
	LANDSCAPE CORRIDORS	47.4	
	MAJOR ROADS		
TOTAL		1157.5	4387

* INCLUDED IN THE UNIVERSITY ACREAGE. THE ACTUAL SIZE AND LOCATION OF THE RETIREMENT HOUSING WITHIN THE UNIVERSITY HAS NOT BEEN DETERMINED.

EXHIBIT 2.9
RIGHT-OF-WAY ABANDONMENT -
COUNTY ACRES LANE
Regional University Specific Plan
 Placer County, California
 April, 2008



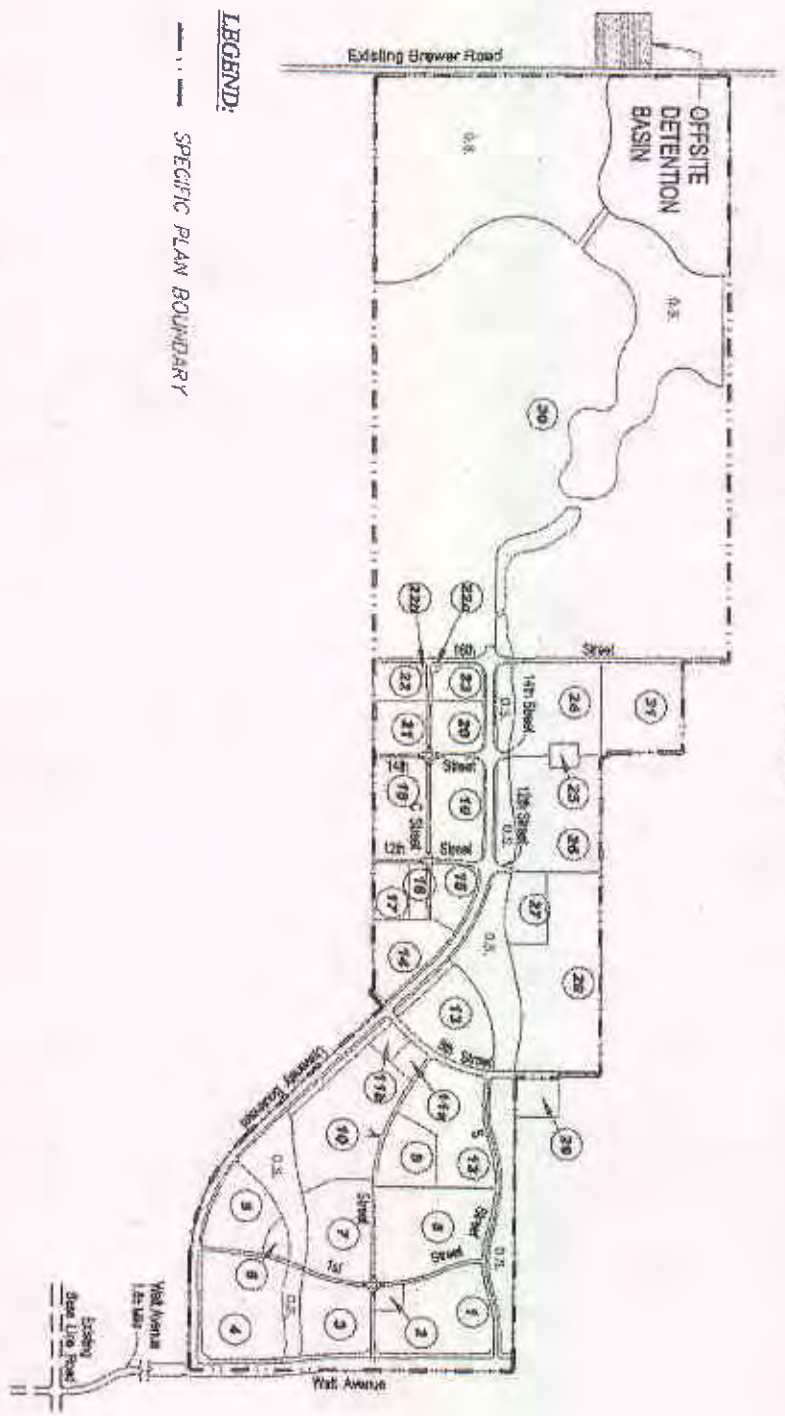
LEGEND:
 - - - - - Specific Plan Boundary



4-10-2008 08:13:29 mads 2:10:00 (initial) Development Agreement (100-000000-000000)

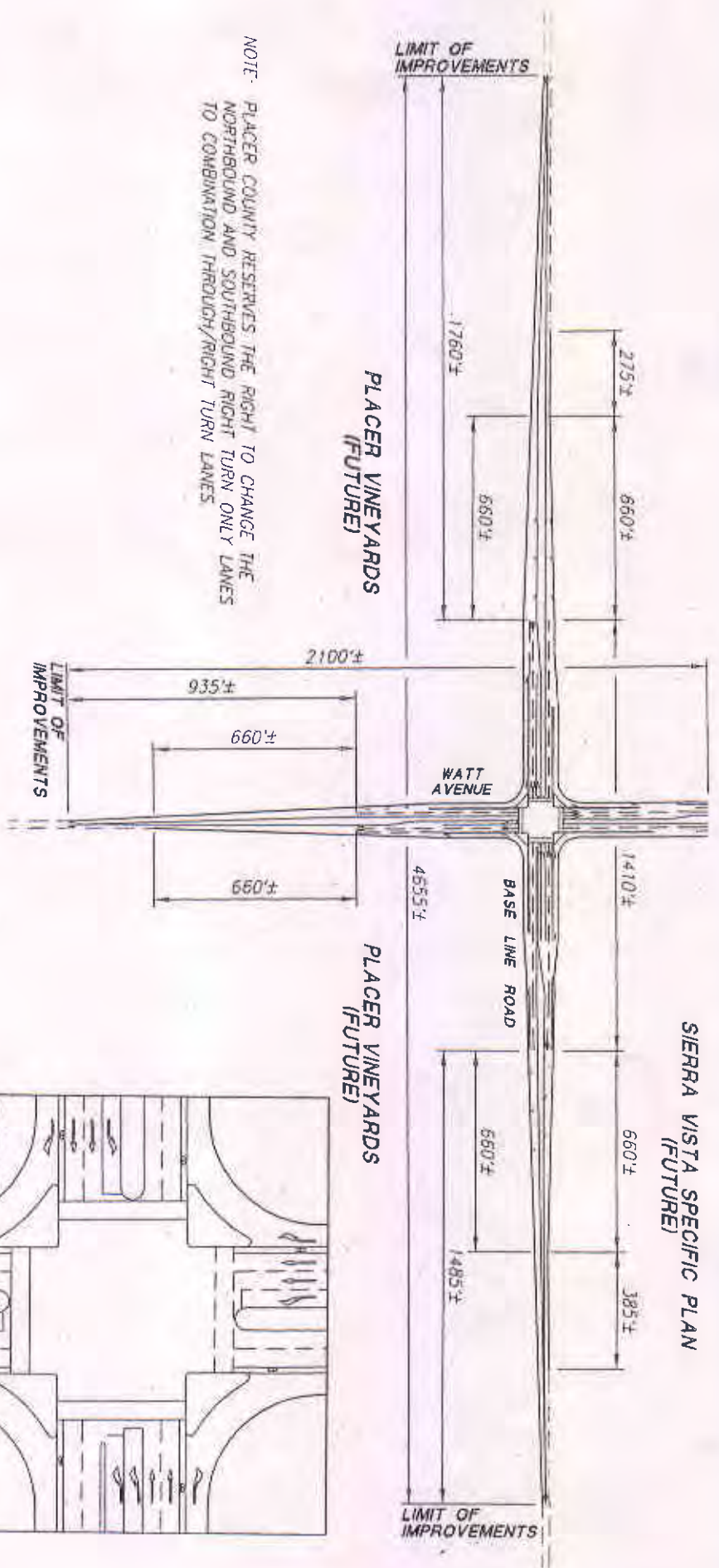
MACKAY & SOMPS
 CIVIL ENGINEERS
 1000 UNIVERSITY AVENUE, SUITE 100
 SACRAMENTO, CALIFORNIA 95833
 SHEET 1 OF 1

EXHIBIT 3.4.1
OFFSITE DETENTION BASIN
Regional University Specific Plan
 Placer County, California
 April, 2008



Mackay & Somp's
 CIVIL ENGINEERS INC.
 10000 Sycamore Avenue
 Placer, California 95668
 SHEET 1 OF 1

EXHIBIT 3.11.1 (a)
Base Line Road Intersection Improvements
Regional University Specific Plan
 Placer County, California
 July, 2008



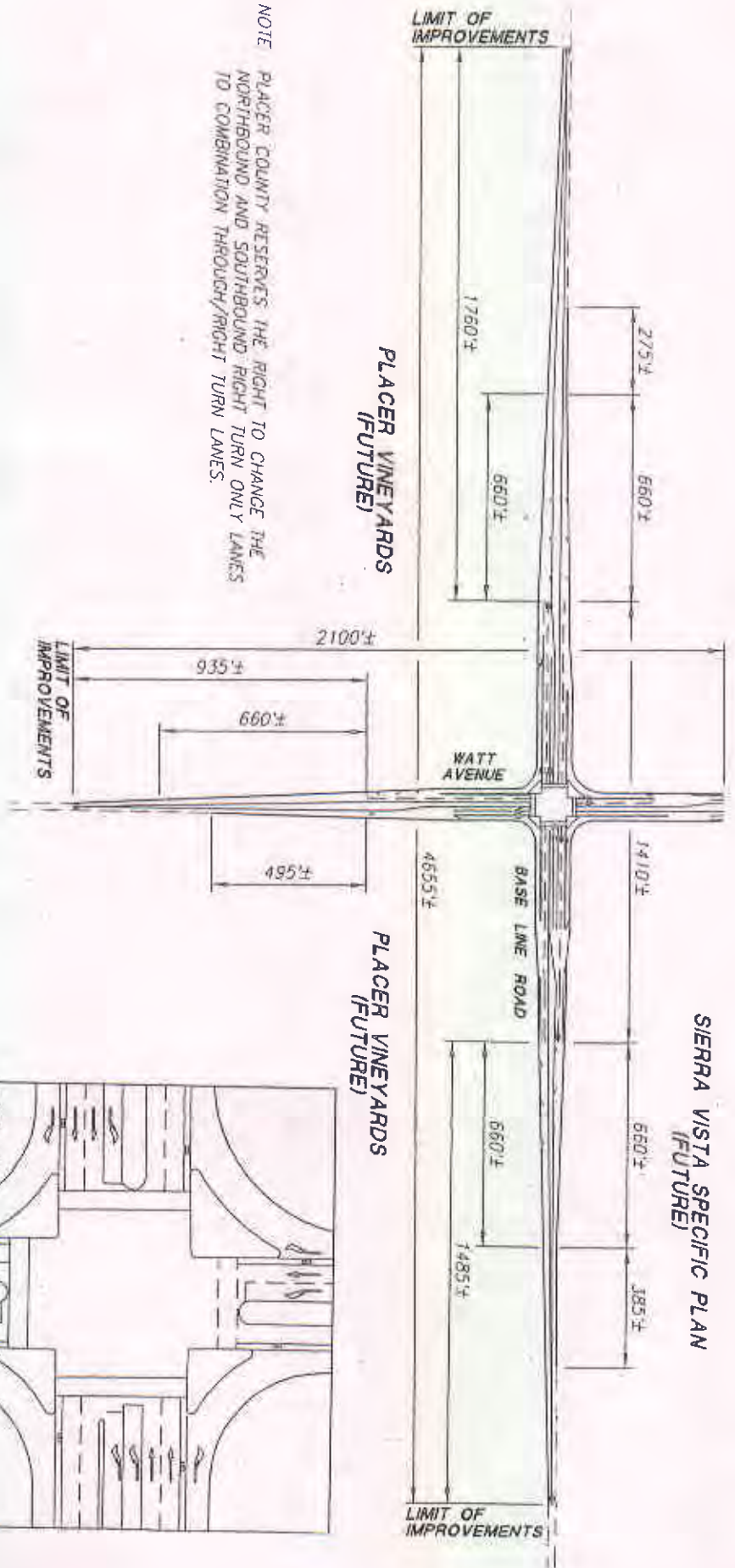
NOTE: PLACER COUNTY RESERVES THE RIGHT TO CHANGE THE NORTHBOUND AND SOUTHBOUND RIGHT TURN ONLY LANES TO COMBINATION THROUGH/RIGHT TURN LANES.



MACKAY & SORPES
 CIVIL ENGINEERS INC.
 ONE CHICKERING-HALEY SQUARE/LANE SPREADING
 WOODBRIDGE, CALIFORNIA

EXHIBIT 3.11.1 (b)
Base Line Road Intersection Improvements
Regional University Specific Plan
 Placer County, California

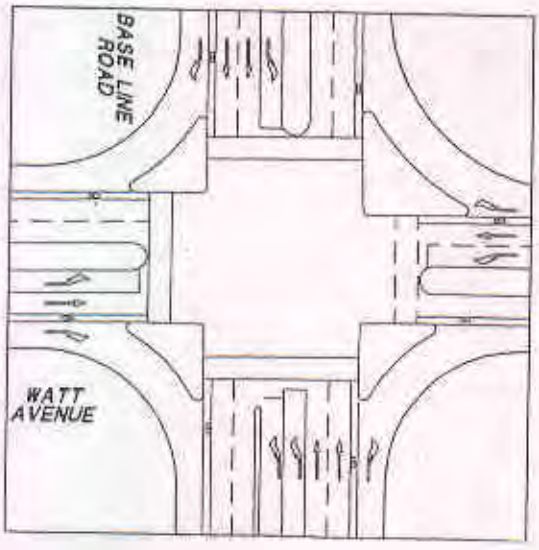
July, 2008

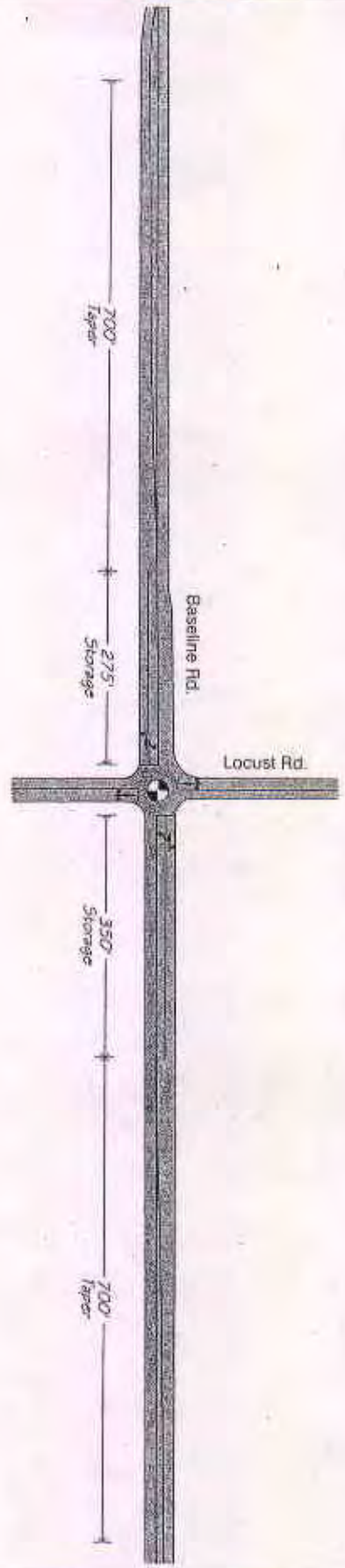


NOTE: PLACER COUNTY RESERVES THE RIGHT TO CHANGE THE NORTHBOUND AND SOUTHBOUND RIGHT TURN ONLY LANES TO COMBINATION THROUGH/RIGHT TURN LANES.



MACKAY & SOMPS
 CIVIL ENGINEERS, INC.
 2001 Sacramento Blvd., Suite 200
 Sacramento, CA 95833





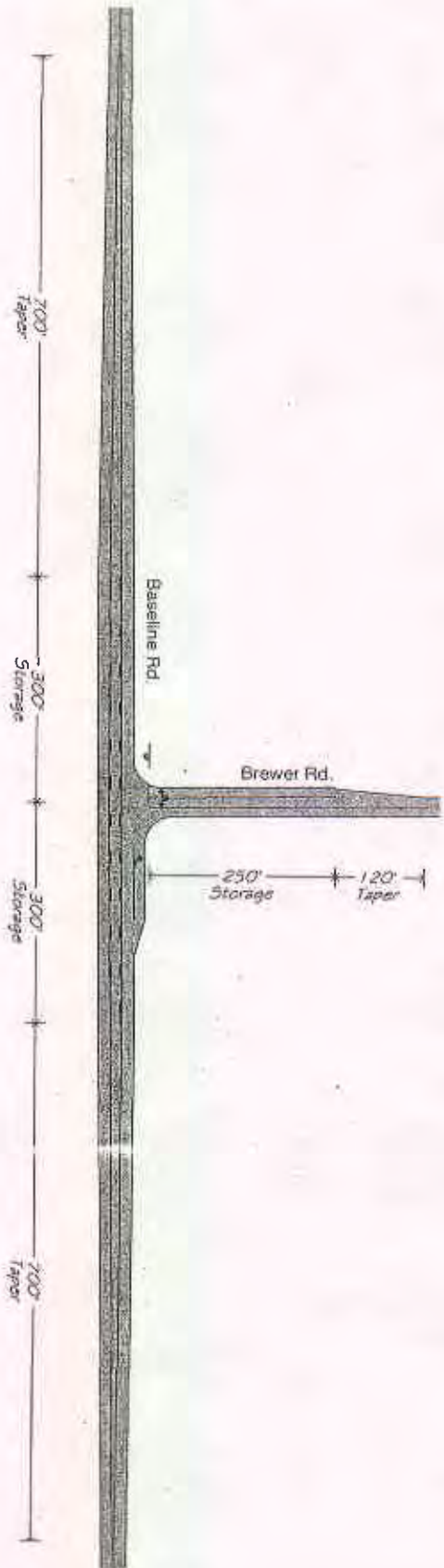
NOTE: Intersection layouts shown are for conceptual purposes only and are not to scale. Layout will require additional analysis



FEHR & PEERS
TRANSPORTATION CONSULTANTS

Sep 17, 2008 06:00
H:\2008\project\33501\regional\w\Phase1\analysis\Graphics\Draw\ex01_Concept\locust.dwg

**CONCEPTUAL BASELINE ROAD/LOCUST ROAD LAYOUT
FOR PHASE 1 OF REGIONAL UNIVERSITY**



NOTE: Intersections layouts shown are for conceptual purposes only and are not to scale. Layout will require additional analysis.



FEHR & PEERS
TRANSPORTATION CONSULTANTS

Sep 17 2008 Ccc
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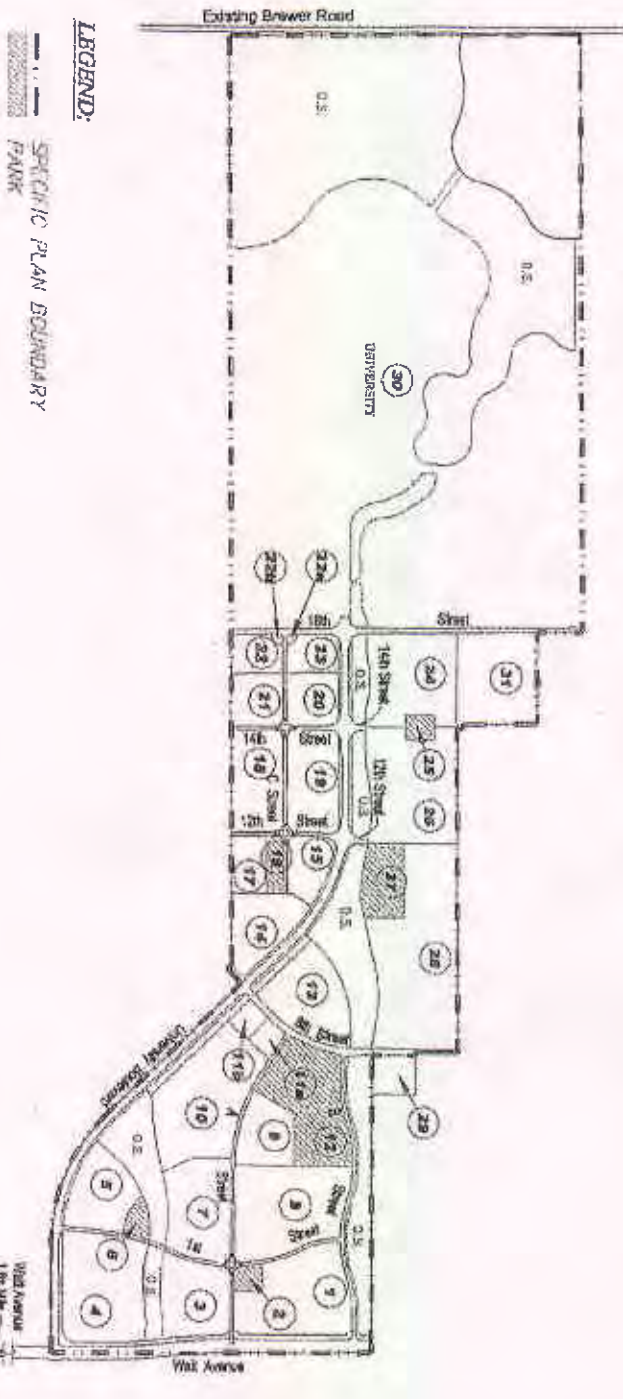
CONCEPTUAL BASELINE ROAD/BREWER ROAD LAYOUT
FOR PHASE 1 OF REGIONAL UNIVERSITY

EXHIBIT 3.15.2.2

REGIONAL UNIVERSITY SPECIFIC PLAN
PUBLIC FACILITIES TIMING

<u>PUBLIC FACILITIES</u>	<u>Start Triggers</u> (BP=Building Permit) (SLFM = Small Lot Final Map Creating Specified Number of Lots)
Satellite Office Interim Facility Phase 1 Facility	TBD 1,100 SLFM
Parks & Park Facilities	
Pocket Parks:	
Parcel No. 6	300 SLFM
Parcel No. 2	2,600 SLFM
Parcel No. 25	2,600 SLFM
Parcel No. 16	3,100 SLFM
Neighborhood Park—Parcel 27	3,100 SLFM
Community Park Acres—Parcel 12A (11.1 Acres)	1,100 SLFM
Community Park Acres—Parcel 12B (11 Acres)	2,100 SLFM
Park Maintenance Facility	1,100 SLFM
Recreation Center	3,100 SLFM
Open Space	
North Curry Creek Greenway	1ST BP
Drainage Basins	1ST BP
South Curry Creek Greenway	1ST BP
Fronting Parcel 10, Parcel 11b and Parcel 13	1ST BP
Off-Site Detention Basin	1,557 SLFM
North Curry Creek Greenway Trail.	1,557 SLFM
	Completion Triggers
Fire Facilities and Equipment	
Permanent Fire Station	1ST BP
Sheriff Equipment	
Permanent Sheriff Station	1ST BP
Satellite Office Phase 2 Facility	3,100 SLFM

EXHIBIT 3.15.4.2(a)
PARK FACILITIES MAP
Regional University Specific Plan
Placer County, California
April, 2008



North Arrow
0 800 1600 3200
SCALE: 1" = 1600'

MUCKAY & SONS
PLANNING ARCHITECTURE ENGINEERING
1000 COLLEGE AVENUE, SUITE 100
ROCKY HILL, CONNECTICUT 06067
SHEET 1 OF 1

EXHIBIT 3.20

REGIONAL UNIVERSITY SPECIFIC PLAN

School District Boundaries

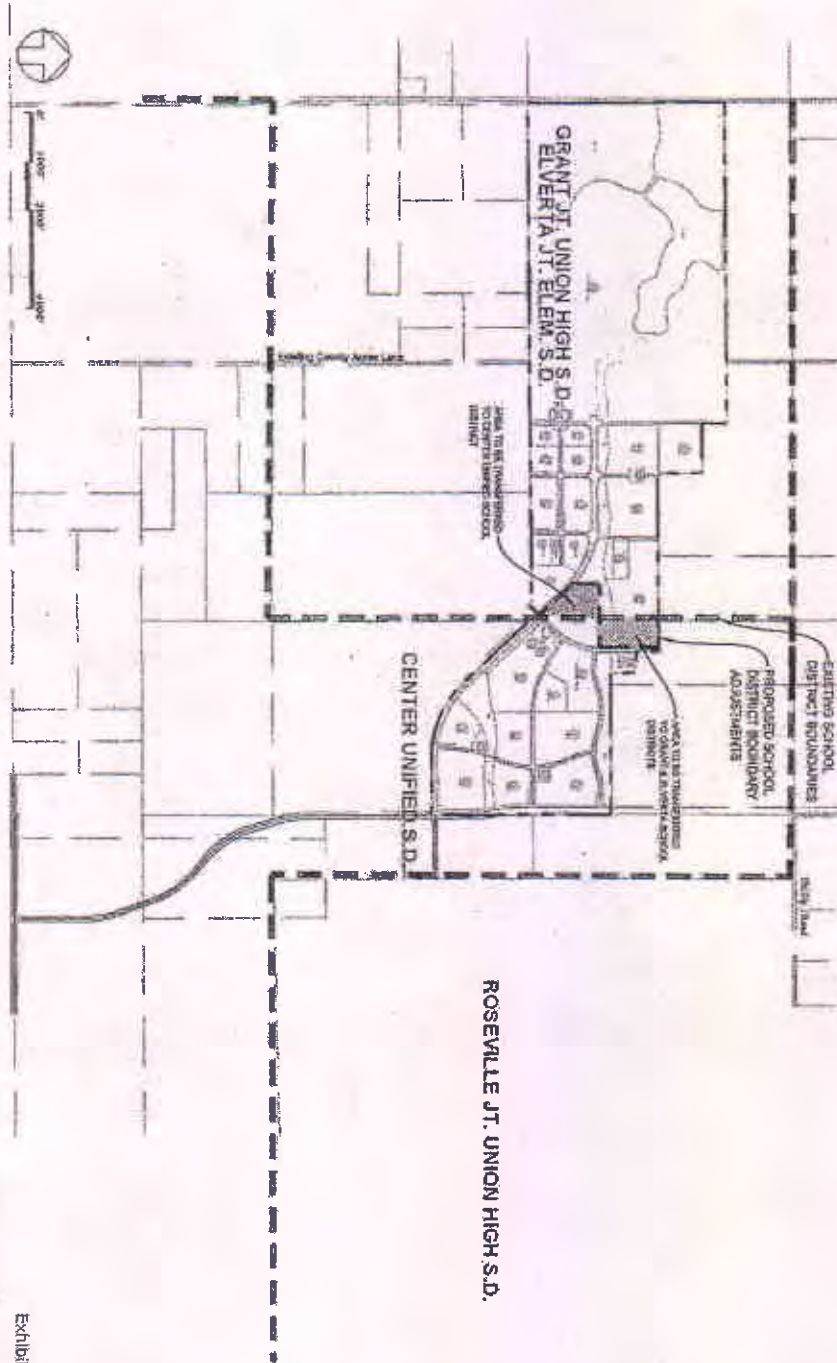


EXHIBIT 8.11

REGIONAL UNIVERSITY SPECIFIC PLAN

FORM OF DEVELOPMENT AGREEMENT ASSIGNMENT

Recording Requested By and
When Recorded Mail To:

Attn: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO
REGIONAL UNIVERSITY DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this ____ day of _____, 20__, by and between [NAME OF DEVELOPER], a _____ (hereinafter "Master Owner"), and [NAME OF PURCHASER], a _____ (hereinafter "Assignee"), with respect to the following facts:

RECITALS

A. On _____, 2007, the County of Placer and Master Owner entered into that certain agreement entitled "Development Agreement By and Between the County of Placer and _____, Relative to the "Regional University Specific Plan" (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Master Owner agreed that development of certain property more particularly described in the Development Agreement (hereinafter, the "Property") would be subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Placer County on _____, 200__, as Document No. _____.

B. Master Owner intends to convey a portion of the Property to Assignee, as identified in Exhibit A attached hereto and incorporated herein by this reference (hereinafter, the "Assigned Parcel(s)").

C. Master Owner desires to assign and Assignee desires to assume all of Master Owner's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, Master Owner and Assignee hereby agree as follows:

1. Assignment. Master Owner hereby assigns, effective as of Master Owner's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interests, burdens and obligations of Master Owner under the Development Agreement with respect to the Assigned Parcel(s). Master Owner retains all the rights, title, interests, burdens and obligations of Master Owner under the Development Agreement with respect to all other property within the Property owned by Master Owner.

2. Assumption. Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Master Owner under the Development Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Master Owner under the Development Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s).

3. Release and Substitution. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Master Owner shall be released from any and all obligations under the Development Agreement arising from and after the effective date of this transfer with respect to the Assigned Parcel(s) and that Assignee shall become substituted for Master Owner as the **["Master Owner"]** **["Community Developer"]** **["University Property Owner"]** under the Development Agreement with respect to the Assigned Parcels.

4. Binding on Successors. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. Notice Address. The Notice Address described in Section 8.5 of the Development Agreement for Master Owner with respect to the Assigned Parcel(s) shall be:

[Name of Assignee]

Attn: _____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

MASTER OWNER:
[NAME OF ASSIGNOR],
a _____

ASSIGNEE:
[NAME OF ASSIGNEE],
a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____