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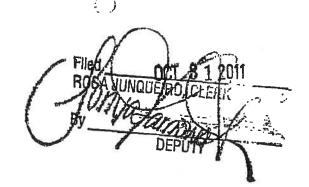
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## Superior Court of California, County of San Joaquin Unlimited Jurisdiction

TRACY REGION ALLIANCE FOR A
QUALITY COMMUNITY (TRAQC)

Petitioner,

vs.

CITY OF TRACY, BY AND THROUGH THE
CITY COUNCIL; and DOES 1-20 inclusive,

Respondents.

SURLAND COMMUNITIES, a California
Limited Liability Company; THE SURLAND
COMPANIES LLC, a California Limited Liability
Company; SURLAND DEVELOPMENT
COMPANY; and DOES 21-40 inclusive,
Real Parties in Interest.

Case No. 39-2009-00201854-CU-WM-STK

[PROPOSED] JUDGMENT GRANTING PEREMPTORY WRIT OF MANDATE

HEARING:

Dates: October 15 & November 19, 2010

Dept: 13

Time: 10:00 a.m.

Judge: Honorable Leslie Holland

LESLEY HOLLAND

 This matter came regularly for hearing on October 15, 2010 and November 19, 2010 in Department 13 of this Court, located at 222 E. Weber Avenue, Stockton, CA. Mark V. Connolly, Esq. appeared on behalf of Petitioner TRAQC. Arthur F. Coon, Miller Starr & Regalia appeared on behalf of Real Parties in Interest. Rick W. Jarvis, Esq. Jarvis, Fay, Doporto & Gibson appeared on behalf of Respondents.

The Court having reviewed the record of Respondent's proceedings in this matter, the briefs submitted by counsel, and the arguments of counsel; the matter having been submitted for decision, and the court having issued its Tentative Decision of February 16, 2011 and its Statement of Decision granting the Application for Writ of Mandate filed by Tracy Region Alliance for a Quality Community ("Petitioner" or "TRAQC"), and good cause appearing therefore,

## IT IS ORDERED, DECREED AND ADJUDGED that:

- 1. Judgment granting a Peremptory Writ of Mandate is entered in favor of Petitioner in this proceeding. Judgment is so entered because the Court finds that Respondents committed a prejudicial abuse of discretion under the California Environmental Quality Act, Public Resources Code-Section 21000 et seq. in taking the following actions, hereinafter referred to as the "Project":
  - a. Certifying the Final Environmental Impact Report ("FEIR") Adopting Findings of
    Fact, A Statement of Overriding Considerations and a Mitigation Monitoring
    Program for the Surland Companies Applications No. 1-04-GPA, 1-04-A/P; 2-04-SPA;
  - Adopting an Ordinance of the City of Tracy Approving a Development Agreement
     ("DA") with the Surland Companies, Application 2-06-DA;
  - c. Approving a Petition for Annexation, Application No. 1-04-GPA;
  - d. Approving a General Plan Amendment, Application No. 1-04-GPA; and
  - e. Approving of the Ellis Specific Plan and Pre-Zoning, Application 2-04-SPA.
- 2. The court finds the Development Agreement ("DA") does not comply with Government Code Sections 65865 (b) and 65865.2 and is therefore void.

- 3. A Peremptory Writ of Mandate directed to Respondents shall issue under seal of this Court, ordering Respondents to vacate and set aside, within thirty (30) days from service of the Writ of Mandate, all approvals of the Project, as described in paragraphs 1 and 2 above in their entirety and all other actions taken by Respondents to approve or implement the Project approvals described above including approval of the Development Agreement.
- 4. Respondents shall file a return to the Peremptory Writ of Mandate within 10 days of completion of the actions mandated by this judgment. This Court shall retain jurisdiction over Respondents' proceedings by way of the return to the Peremptory Writ of Mandate until the Court has determined that Respondents have complied with the directives of this Court.
- 5. Petitioner shall be awarded its costs of suit. The Court reserves jurisdiction to determine entitlement to attorneys' fees and litigation expenses, pursuant to any properly and timely filed motion which Petitioner may make.
- 6. Injunctive relief is granted consistent with this ruling. Respondents, Real Parties in Interest, and their respective agents, employees, and persons acting in concert with them are enjoined from any and all actions to further implement the Project as described in paragraph 1 and the Development Agreement as described in paragraph 2 above.

October 301 31 Dated: March\_\_\_\_\_\_ 2011

Hon Keslie Holland

Judge of the Superior Court

LESLEY HOLLAND