

Doc #: 2018-130482  
11/29/2018 09:08:32 AM  
Page: 1 of 33 Fee: \$110.00  
Steve J. Bestolarides  
San Joaquin County Recorders  
Paid By: SHOWN ON DOCUMENT



After Recording Return To:  
Community Development Department  
City of Stockton  
425 N. El Dorado Street  
Stockton, CA 95202

**SUBDIVISION AGREEMENT**  
(PARCEL MAP)

THIS AGREEMENT is made and entered into as of NOVEMBER 27, 2018  
by and between the CITY OF STOCKTON, hereafter referred to as "CITY," and NORCAL LANDCO,  
LLC, A DELAWARE LIMITED PARTNERSHIP hereinafter referred to as "SUBDIVIDER."

W I T N E S S E T H:

WHEREAS, Subdivider has presented to City for approval a parcel map (hereinafter called "MAP") entitled **Parcel Map COS 18-04 (P12-110)** which Map has been checked and approved by the City Engineer; and

WHEREAS, said Map has been filed with the City Engineer for his approval, which Map is hereby referred to and incorporated herein; and

WHEREAS, Subdivider has requested approval of said Map prior to the construction and completion of improvements, including all streets, highways or public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (hereinafter called "subdivision") designated in the Map, all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of the subdivision, which plans and specifications to be filed in the office of the City Engineer; and

WHEREAS, this agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 16, Division 6, of the Stockton Municipal Code.

NOW THEREFORE, for and in consideration of these premises and the approval of said Map and of the acceptance of the dedications, or some thereof, therein offered, and in order to insure satisfactory performance by Subdivider of Subdivider's obligations under said Subdivision Map Act and said Municipal Code, the parties hereto agree as follows:

1. **PERFORMANCE OF WORK**

Subdivider shall construct or cause to be constructed, at Subdivider's own expense, in a good and worklike manner, under the direction and to the satisfaction of the City Engineer, all of the following work and improvements within (and/or without) the subdivision, to-wit:

Those certain improvements designated and shown on said Map as streets, curbs, gutters, sanitary sewers, storm sewers, water mains, street lights, sidewalks, and other on or off-site improvements in accordance with the plans and specifications on file in the office of City Engineer together with any changes required or ordered by said Engineer, which, in his opinion, are necessary or required to complete the work.

2. WORK: PLACES AND GRADES TO BE FIXED BY ENGINEER

All of said work is to be done to the satisfaction of the City Engineer, and to the grades as shown upon the approved plans and specifications on file in the office of the City Engineer. Subdivider warrants that construction will not adversely affect any portion of adjacent properties.

3. WORK: TIME FOR COMMENCEMENT AND PERFORMANCE

At least twenty-four (24) hours prior to the commencement of any work hereunder, Subdivider shall notify City Engineer in writing of the date fixed by Subdivider for commencement thereof, so that City Engineer shall be able to provide services of inspection.

The completion of the improvements will be required at such time as a permit or other grant of approval for the development of any parcel within this subdivision is applied for or when it is necessary for public health and safety or orderly development of the surrounding area as determined by the City Engineer.

The work shall be performed in a safe and good worklike manner. Enough workmen to quickly and adequately perform the work in accordance with normal construction standards for similar jobs shall be employed and used. All work must comply with State of California, Division of Industrial Safety Construction Orders.

Except during an emergency, as determined by the City Engineer, all work shall be performed between the hours of 7:00 a.m. and 9:00 p.m.

Any contractor not performing as required by this agreement may, at the discretion of the City Engineer, be barred from doing any work within the City of Stockton on any subdivision or any public works project for a maximum period of two (2) years.

City may require Subdivider to furnish a licensed Soils Engineer to test and certify that all cuts, fills and trench backfill conform to the requirements of City and State codes.

4. TIME OF ESSENCE: EXTENSION

Time is of the essence of this agreement; provided that in the event good cause is shown therefore, the City Engineer may extend the time for completion of the improvements hereunder. Any such extension may be granted without notice to the Subdivider's surety, and extensions so granted shall not release or modify the surety's liability on the bond to secure the faithful performance of this agreement, or the payment for labor and materials.

5. REPAIRS AND REPLACEMENTS

Subdivider shall replace, or have replaced, or repair or have repaired, as the case may be, all pipes and monuments shown on the map which have been destroyed or damaged, and Subdivider shall replace or have replaced, repair or have repaired, as the case may be, or pay the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval of the City Engineer.

6. UTILITY DEPOSITS: STATEMENT

Subdivider shall make all deposits legally required by each public utility corporation for the connection of any and all public utilities to be supplied by such public utility corporation within the subdivision.

7. PERMITS: COMPLIANCE WITH LAW

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

8. SUPERINTENDENCE BY SUBDIVIDER

Subdivider shall give personal superintendence to the work on said improvement, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Subdivider.

9. INSPECTION BY CITY

Subdivider shall at all times maintain proper facilities, and provide safe access for inspection by City, to all parts of the work, and to the shops wherein the work is in preparation.

10. CONTRACT SECURITY

Concurrently with the execution hereof, Subdivider shall furnish:

A. A cash bond guaranteeing payment for placing required monuments in the amount of .....\$0

B. A surety bond, cash deposit or letter of credit (50% of the public improvement costs) as security for the faithful performance of this agreement in the amount of.....\$0

C. A separate security bond, cash deposit or letter of credit (50% of the public improvement costs) as security for the payment of all persons performing labor and furnishing materials in connection with this agreement in the amount of .....\$0

The surety on each of said bonds shall be a corporate surety company authorized to transact business in the State of California, and the form thereof shall be satisfactory to the City Attorney and the Director of Finance. Release of securities shall be as follows:

A. Security given for faithful performance may be released provided that the City has finally accepted the work, and provided that security of at least ten (10) percent of the public improvement cost has been retained or has been furnished to the City to guarantee and warrant the work for 1 year following the date of such acceptance of the work.

B. Security securing the payment to the contractor, the subcontractors of the contractor and to persons furnishing labor, materials or equipment may be released 60 days after recording the Notice of Completion provided that the City has finally accepted the work and provided no claims or liens have been filed with the City.

C. The security guaranteeing that the completed work remains satisfactory during the required 1-year warranty period may be released upon correction, by Subdivider, of any defects in the work existing at the end of the warranty period.

D. Monument security may be released in accordance with the provisions of Section 66497 of the Government Code.

In the event that improvements do not conform to the plans and specifications or defects are not corrected within the time limit specified by the City, the City shall have the authority to order the necessary work done and to recover the cost of such work, as well as any costs of enforcing such obligation, including attorney fees, from the Subdivider and the Subdivider's surety or the financial institution providing the Instrument of Credit.

11. INDEMNITY AND HOLD HARMLESS AGREEMENT

With the exception that this section shall in no event be construed to require indemnification by SUBDIVIDER to a greater extent than permitted under the public policy of the State of California, SUBDIVIDER shall, indemnify, protect, defend with counsel approved by CITY and at SUBDIVIDER'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and subdivider fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by SUBDIVIDER or SUBDIVIDER'S officers, agents, employees, volunteers or subcontractors. SUBDIVIDER shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil

Code sections 2782, et seq., limit the defense or indemnity obligations of SUBDIVIDER to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by SUBDIVIDER under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by SUBDIVIDER to a greater extent than permitted under the public policy of the State of California, the parties agree that SUBDIVIDER'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by SUBDIVIDER or SUBDIVIDER'S officers, agents, employees, volunteers or subcontractors. SUBDIVIDER'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this Agreement, or other obligation or fault has been determined. SUBDIVIDER shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert subdivider and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse SUBDIVIDER for amounts paid in excess of SUBDIVIDER'S proportionate share of responsibility for the damages within 30 days after SUBDIVIDER provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures SUBDIVIDER is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by SUBDIVIDER to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, SUBDIVIDER shall indemnify, defend, and hold harmless CITY its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of SUBDIVIDER, regardless of whether such claim may be covered by any applicable workers compensation insurance. SUBDIVIDER'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the SUBDIVIDER under workers' compensation acts, disability acts, or other employee benefit acts.

## 12. INSURANCE REQUIREMENTS

Subdivider shall comply with the insurance requirements set forth in Exhibit B.

13. TITLE TO IMPROVEMENTS

Title to, and ownership of, all improvements constructed hereunder by Subdivider shall vest absolutely in City, upon completion and acceptance of such improvements by City, except as otherwise may be provided in this agreement. Prior to final acceptance by the City, the Subdivider shall submit to the City Engineer accurately revised "as built" plans showing all the sanitary, storm and water lateral locations, monuments with tie notes and unit prices and quantities of the underground sewer, storm drainage, water, street lighting and street facilities installed as part of this subdivision unit.

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

If, within a period of one (1) year after final acceptance of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Subdivider, or any of the work done under this agreement, fails to fulfill any of the requirements of this agreement or the specifications referred to herein, Subdivider shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act within thirty (30) days after written notice or in case of emergency, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the actual cost of such repairs plus twenty-five (25) percent as administrative costs. In accordance with Section 16.72.070 of the Stockton Municipal Code, the Subdivider shall deposit \$0 with the City to correct deficiencies and conditions caused by the Subdivider or contractor during or after the construction of this subdivision.

15. SUBDIVIDER NOT AGENT OF CITY

Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this agreement.

16. COST OF ENGINEERING AND INSPECTION

Prior to commencement of construction, the Subdivider shall pay to the City of Stockton the cost for the checking of engineering plans, inspection of the work, and the checking and testing of the materials at the appropriate existing rate. The cost of such improvements shall be based on an approved estimate, or on the construction contract, if awarded prior to filing of the map with the City Engineer.

Plan Checking Fee = \$0

Inspection Fee = \$0

No work shall be performed without inspection by the City. Any work performed without an inspection will not be accepted by the City.

All work which requires inspection shall be performed during the City's normal working hours and work days. If any work is performed before 8:00 a.m., after 5:00 p.m., or on a

City holiday, or on a weekend, there must be a request in writing twenty-four (24) hours in advance for an inspector during those hours, and there must be paid to the City double the Inspector's hourly cost to the City. This payment is not included in the 3.5 percent engineering and inspection fee.

If an Inspector is not available to work during such hours, as requested, no work shall be performed during those hours.

17. FILING FEES

Concurrently with execution hereof, Subdivider shall pay a computer mapping fee of **\$160** (\$148 + \$3.00/lot), a map filing fee of **\$3,229** and present one check for recording the map and the agreement, payable to the San Joaquin County Recorder in the amount of **\$278**, respectively. City will forward the check with the Map for recording.

18. NOTICE OF BREACH AND DEFAULT

If Subdivider refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Subdivider should be adjudged a bankrupt, or Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed in the event of Subdivider's insolvency, or if Subdivider, or any of Subdivider's contractors, subcontractors, agents, or employees should violate any of the provisions of this agreement, City Engineer may serve written notice upon Subdivider and Subdivider's surety of breach of this agreement or of any portion thereof and default of Subdivider.

19. BREACH OF AGREEMENT: PERFORMANCE BY SURETY OR CITY

In the event of any such notice, Subdivider's surety shall have the duty to take over and complete the work and the improvements herein specified; provided, however, that if the surety, within ten (10) days after the serving upon it of such notice of breach does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within ten (10) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for the cost and damages occasioned City thereby; and, in such event, City without liability for so doing may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary therefor. The City reserves to itself all remedies available to it at law or inequity for breach of Subdivider's obligations under this Agreement. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. In the event that Subdivider fails to perform any obligations hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney fees.

20. NOTICES

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

CITY ENGINEER  
425 N. EL DORADO STREET  
STOCKTON CA 95202

Notices required to be given to Subdivider shall be addressed as follows:

NORCAL LANDCO, LLC, A DELAWARE LIMITED  
PARTNERSHIP  
4343 Von Karman Ave., Ste. 200  
Newport Beach, CA 92660  
(OR ASSIGNS)

Notices required to be given to surety of Subdivider shall be addressed as follows:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

Provided that any party or the surety may change such address by notice in writing to the other party and, thereafter, notices shall be addressed and transmitted to the new address.

21. FIRE PROTECTION

No building permits will be issued in this subdivision until the water system has been completed and tested and all access streets installed and made serviceable. This provision may be modified or waived if an alternate method of providing fire protection is provided and approved by the Stockton Fire Department.

22. STREET TREE FEE

The Subdivider shall pay a street tree fee based on \$195 per tree to be furnished and installed by the City.

Street Tree Fee: 0 trees @ \$195.00 ea. = \$0

23. STREET NAME SIGN FEE

The Subdivider shall pay a street name sign fee based on \$270 per sign to be furnished and installed by the City.

Street Name Sign Fee: 0 signs @ \$270.00 ea. = \$0

24. SUMMARY OF FEES

The fees mentioned in this Agreement are summarized in Exhibit A attached hereto and incorporated herein by reference. However, some fees such as the Public Facilities Fee and Parkland Fee which are collected at the building permit stage, are not included in this summary.

25. BINDING UPON SUCCESSORS

This agreement shall be binding upon and inure to the benefit of, and be enforceable by and against, the heirs, successors, and assigns of the parties hereto, subject to the terms hereof.

26. ASSIGNMENT

Subdivider shall have the right to assign (by sale, transfer, or otherwise) directly or indirectly, all or part of its rights, duties and obligations under this agreement as to any portion or all of the Property upon a specific written request and written consent by the City Manager which shall not be unreasonably withheld, delayed or conditioned. Except that Subdivider may, without the consent of the City, assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement. Notice of an assignment to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets shall be given to the City in writing within 30 days of such change. Upon any such assignments, the Subdivider shall be released from its obligations under this agreement and shall receive the immediate return of all security deposits, including, but not limited to bonds, letters of credit, security instruments or any other financial commitments upon the replacement of same by the assignee. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.

27. SPECIAL PROVISIONS

All tentative map conditions in P12-110 as shown in **Exhibit "C"** (attached) shall apply to this subdivision agreement.

ATTEST:

CHRISTIAN CLEGG  
DEPUTY CITY MANAGER

BY   


CITY OF STOCKTON:

ERIC ALVAREZ  
CITY ENGINEER

BY 

APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY


BY   
CITY ATTORNEY

SUBDIVIDER:

NORCAL LANDCO, LLC

BY: CTR PARTNERS MANAGER, L.L.C., ITS  
MANAGING PARTNER

BY   
DOMINIC S. PETRUCCI

BY   
MARC S. BELLUOMINI

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

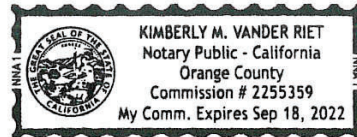
State of California  
County of Orange

On November 15, 2018 before me, Kimberly M. Vander Riet, Notary Public  
(Insert name and title of the officer)

personally appeared Dominic J. Petrucci,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

ATTACH ACKNOWLEDGEMENT FOR SUBDIVIDER

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

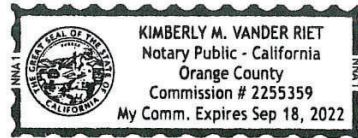
State of California  
County of Orange

On November 15, 2018 before me, Kimberly M. Vander Riet, Notary Public  
(insert name and title of the officer)

personally appeared Marc S. Belluomini  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

ATTACH ACKNOWLEDGEMENT FOR SUBDIVIDER

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Joaquin )

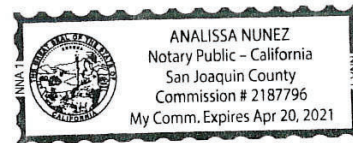
On November 27, 2018 before me, Analissa Nunez, Notary Public  
(insert name and title of the officer)

personally appeared Eric Alvarez,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



CITY ENGINEER ACKNOWLEDGEMENT

SUMMARY OF FEES AND BONDS

STREET NAME SIGN FEE .....	\$0.00
STREET TREE FEE .....	\$0.00
PLAN CHECKING .....	\$0.00
INSPECTION FEE .....	\$0.00
FILING FEE.....(PREPAID \$3,229.00).....	\$0.00
CASH DEPOSIT .....	\$0.00
COMPUTER MAPPING.....(PREPAID \$160.00).....	\$0.00
ASSESSMENT DISTRICT SEGREGATION.....	\$0.00
TOTAL .....	\$0.00

RECORDING FEE (check in amount shown below payable to San Joaquin County Recorder)

MAP.....	\$96.00
AGREEMENT .....	\$182.00
TOTAL .....	\$278.00

BONDS

MONUMENT FEE .....	\$0.00
PERFORMANCE BOND.....	\$0.00
LABOR AND MATERIAL BOND.....	\$0.00
TOTAL.....	\$0.00

AREA OF BENEFIT FEES: N/A

PROPORTIONATE SHARES: N/A

LEGAL DESCRIPTIONS OF PARCELS

PARCEL ONE

ALL OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP COS 15-03, FILED FOR RECORD MARCH 13, 2017, IN BOOK 26 OF MAPS AND PLATS, AT PAGE 76 SAN JOAQUIN COUNTY RECORDS.

CONTAINING: 55.468 ACRES MORE OR LESS

PARCEL TWO

ALL OF PARCEL LABELED AS DESIGNATED REMAINDER AS SHOWN ON THAT CERTAIN PARCEL MAP COS 15-03, FILED FOR RECORD MARCH 13, 2017, IN BOOK 26 OF MAPS AND PLATS, AT PAGE 76 SAN JOAQUIN COUNTY RECORDS.

CONTAINING: 93.991 ACRES MORE OR LESS

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032  
LICENSE EXPIRES: 09-30-2019

AUGUST 20, 2018

DATE:

**Exhibit B:**  
**Insurance Requirements for Construction Contracts**

Contractor shall procure and maintain for the duration of the contract, *and for three (3) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below.
5. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City of

Stockton Risk Services. At the option of the City of Stockton, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Stockton guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds** on the CGL and AL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least as broad as** ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers." Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.
2. For any claims related to this project, the **Contractor's insurance coverage shall be endorsed as primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

### ***Claims Made Policies***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best rating of no less than A+:X.

#### ***Waiver of Subrogation***

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

#### ***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements. If necessary, copies of the applicable insurance language, effecting coverage required by this contract may be included. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, required by these specifications, at any time, for any reason or no reason.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

***Certificate holder address***

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- 400 E Main Street, 3rd Floor – HR
- Attn: City Risk Services
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037  
City of Stockton Risk Services Fax: 209-937-8558

***Maintenance of Insurance***

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

***Surety Bonds***

Contractor shall provide the following Surety Bonds:

1. Performance bond
2. Labor and Materials bond
3. Maintenance bond

The Performance Bond shall be in a sum equal to 100% of the contract price. The Maintenance Bond shall be equal to 10% of the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.



**VESTING TENTATIVE MAP 3733**

In accordance with the Stockton Municipal Code Section 16.188.070, the following Conditions of Approval are imposed to ensure compliance with the findings of approval for a Vesting Tentative Map:

CONDITION	TIMING
1. Comply with all applicable Federal, State, County and City codes, regulations and adopted standards and pay all applicable fees.	Ongoing
2. Pursuant to Section 15091 and 15093 of the State CEQA Guidelines, the project shall be subject to all applicable mitigation measures as follows:	
<b>Aesthetics</b>	
2.A (Measure 3.1.1): Outdoor Lighting Requirements. All proposed outdoor lighting shall be required to meet applicable city standards regulating outdoor lighting in order to minimize any impacts resulting from outdoor lighting on adjacent properties. Lighting and glare guidelines provided in the City of Stockton's Municipal Codes for Design and Development require that all light sources be shielded and directed downwards so as to minimize trespass light and glare to adjacent residences. Additionally, all outdoor lighting sources of 1,000 lumens or greater shall be fully shielded.	Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought, and such requirement shall be incorporated into the building plans and made a condition of Certificate of Occupancy.
2.B (Measure 3.2.1): Compensate for Loss of Agricultural Lands. The applicant will be subject to the City's Agricultural Land Mitigation Program fees. The Agricultural Land Mitigation Program applies to all projects under the jurisdiction of the City of Stockton that would result in the conversion of agricultural land to a non-agricultural use, including residential, commercial, and industrial development. The purpose of the Agricultural Land Mitigation Program is to mitigate for the loss of agricultural land in the City of Stockton through conversion to private urban uses, including residential, commercial and industrial development. (Administration guidelines for the Agricultural Mitigation Fee were amended in 2013 to allow the option to pay the in lieu fee or acquire an easement and dedicate it to the City.)	Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought, and such requirement shall be met upon building permit issuance.
<b>Agricultural Resources</b>	
2.C (Measure 3.3.1a): Implement Dust Control Measures During Construction Activities. The applicant shall comply with Regulation VIII Rule 8011 and implement the following dust control measures during construction: <ul style="list-style-type: none"> <li>The applicant shall submit a Dust Control Plan subject to review and approval of the SJVAPCD at least 30 days prior to the start of any construction activity on a site that includes 40 acres or more of disturbed surface area.</li> </ul> Specific control measures for construction, excavation, extraction, and other earthmoving activities	Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit

<p>required by the Valley Air District include:</p> <ul style="list-style-type: none"> <li>• All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover in order to comply with Regulation VIII's 20 percent opacity limitation.</li> <li>• All onsite unpaved roads and offsite unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.</li> <li>• All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.</li> <li>• When materials are transported offsite, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.</li> <li>• All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. However, the use of blower devices is expressly forbidden, and the use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions.</li> <li>• Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.</li> <li>• Within urban areas, trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.</li> <li>• Any site with 150 or more vehicle trips per day shall prevent carryout and trackout.</li> </ul> <p>Enhanced and additional control measures for construction emissions of PM10 shall be implemented where feasible. These measures include:</p> <ul style="list-style-type: none"> <li>• Limit traffic speeds on unpaved roads to 15 mph.</li> <li>• Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent.</li> <li>• Ins.</li> <li>• Install wind breaks at windward side(s) of construction areas.</li> <li>• Suspend excavation and grading activity when winds exceed 20 mph.</li> <li>• Limit area subject to excavation, grading, and other construction activity at any one time.</li> </ul>	<p>issuance and its construction</p>
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<p>2.D (Measure 3.3.1b): Implement Construction-Related Exhaust Emission Reducing Measures. The applicant shall implement control measures during construction to mitigate exhaust emissions from construction equipment</p> <ul style="list-style-type: none"> <li>• Contractor shall keep all diesel equipment tuned and maintained.</li> <li>• Use alternative fueled or catalyst equipped diesel construction equipment where feasible.</li> <li>• Minimize idling time to a maximum of 5 minutes.</li> <li>• Replace fossil-fueled equipment with electrically driven equivalents (provided they are not run via a portable generator set), where feasible.</li> <li>• Curtail construction during periods of high ambient pollutant concentrations; this may include ceasing of construction activity during the peak-hour of vehicular traffic on adjacent roadways.</li> </ul> <p>Implement activity management, such as rescheduling activities to reduce short-term impacts and limiting the hours of operation of heavy duty equipment and/or the amount of equipment in use.</p>	<p>The applicant shall implement control measures during construction to mitigate exhaust emissions from construction equipment</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction</p>
<p>2.E (Measure 3.3.1c): Implement Construction-Related Exhaust Emission Reducing Measures Consistent with Rule 9510 Indirect Source Review. As part of future site development, the applicant shall comply with Rule 9510 Indirect Source Review. Compliance with Rule 9510 would require reductions of 20% of the NOx construction emissions and 45% of the PM10 construction exhaust emissions. If onsite (construction fleet) reductions are insufficient to meet these reduction targets, the applicant shall pay mitigation fees of \$9,350/ton for NOx emissions for year 2008 and beyond, and \$9,011/ton for PM10 emissions for year 2008 and beyond.</p>	<p>As part of future site development, the applicant shall comply with Rule 9510 Indirect Source Review. Compliance with Rule 9510 would require reductions of 20% of the NOx construction emissions and 45% of the PM10 construction exhaust emissions. If onsite (construction fleet) reductions are insufficient to meet these reduction targets, the applicant shall pay mitigation fees of \$9,350/ton for NOx emissions for year 2008 and beyond, and \$9,011/ton for PM10 emissions for year 2008 and beyond.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>
<p>2.F (Measure 3.3.2a): Implement Operation-Related Exhaust Emission Reducing Measures Consistent with Rule 9510 Indirect Source Review. As part of future site development, the applicant shall require reductions of 33.3% of the NOx operational emissions and 50% of the PM10 operational emissions. These reductions shall be accomplished through onsite and offsite measures, and/or through the payment of mitigation fees of \$9,350/ton for NOx emissions for year 2008 and beyond, and \$9,011/ton for PM10 emissions for year 2008 and beyond.</p>	<p>As part of future site development, the applicant shall require reductions of 33.3% of the NOx operational emissions and 50% of the PM10 operational emissions. These reductions shall be accomplished through onsite and offsite measures, and/or through the payment of mitigation fees of \$9,350/ton for NOx emissions for year 2008 and beyond, and \$9,011/ton for PM10 emissions for year 2008 and beyond.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>
<p>2.G (Measure 3.3.2b): Interior and Exterior Coatings. As part of future site development, the applicant shall require the use of low VOC paints for interior and exterior coatings.</p>	<p>As part of future site development, the applicant shall require the use of low VOC paints for interior and exterior coatings.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>

<p><b>Biological Resources</b></p> <p>2.H (Measure 3.4.1): Nesting Raptor Protection Measures. To avoid and minimize impacts on tree-nesting raptors the following measures (consistent with the SJMSCP 2009 ITMMs) will be implemented:</p> <ul style="list-style-type: none"> <li>• If feasible, conduct all tree and shrub removal and grading activities during the non-breeding season (generally from October through February).</li> <li>• If grading and tree removal activities are scheduled to occur during the breeding season (generally from March through September), pre-construction surveys for Swainson's hawks and other tree-nesting raptors. The surveys shall be conducted by a qualified biologist in suitable nesting habitat within 1,000 feet of the project site for tree nesting raptors prior to project activities that will occur between March 15 and September 15 of any given year. If active nests are recorded within these buffers the project proponent shall consult with CDFW to determine and implement appropriate avoidance and mitigation measures.</li> </ul> <p>If known or potential Swainson's hawk nest trees (i.e., trees that hawks are known to have nested in within the past three years or trees, such as large oaks, which the hawks prefer for nesting) are located on the project site, the project applicant has the option of retaining or removing known or potential nest trees (according to Section 5.2.4.11 of the SJMSCP).</p>	<p>condition to such Building Permit issuance and its construction.</p> <p>If construction takes place from February 15 through August 31, then, limited to mitigate the impacts of the construction of a particular building for which a Building Permit is sought and construction is commenced, then 30 days prior to such construction, the requirements of this Condition 2.H shall apply. Additionally, if active nest is found, monitoring schedule to be determined by qualified biologist and the California Department of Wildlife.</p>
<p><b>Cultural Resources</b></p> <p>2.I (Measure 3.5.1a): Stop Work in the Event of Cultural Resource Discovery. If cultural resources are encountered, all activity in the vicinity of the find shall cease until it can be evaluated by a qualified archaeologist and a Native American representative. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or tool-making debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-period materials might include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. If the archaeologist and Native American representative determine that the resources may be significant, they will notify the City of Stockton. An appropriate treatment plan for the resources should be developed. The archaeologist shall consult with Native American representatives in determining appropriate treatment for prehistoric or Native American cultural resources. In considering any suggested mitigation proposed by the archaeologist and Native American representative, the City will determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, and other considerations. If avoidance is infeasible, other appropriate measures (e.g., data recovery) will be instituted. Work may proceed in other parts of the project area while mitigation for cultural resources is being carried out.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>
<p>2.J (Measure 3.5.1b): Discovery of Human Remains. If human remains are encountered unexpectedly during construction excavation and grading activities, State Health and Safety Code Section 7050.5</p>	<p>Such requirement is limited to mitigate the impacts of a particular</p>

<p>requires that no further disturbance shall occur until the San Joaquin County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the NAHC. The NAHC will then identify the person(s) thought to be the Most Likely Descendent, who will help determine what course of action should be taken in dealing with the remains.</p>	<p>building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>
<p><b>Climate Change</b>                  2.K (Measure 3.6.1): Implement Construction-Related GHG Reduction Measures. The applicant shall require implementation of all feasible GHG reduction measures during construction of a particular building, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard);</li> <li>• Limit idling time for commercial vehicles, including delivery and construction vehicles; and</li> </ul> <p>Use low or zero-emission vehicles, including construction vehicles.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>
<p>2.L (Measure 3.6.2): Implement Operation-Related GHG Reduction and Energy Efficiency Measures. The applicant shall require implementation of all feasible energy efficiency and GHG reduction measures during operations, including but not limited to the following:</p> <p><u>On-site Mitigation</u></p> <ul style="list-style-type: none"> <li>• Exceed Title 24 (15% improvement);</li> <li>• Install high-efficiency lighting (25% lighting energy reduction);</li> <li>• Install low-flow bathroom faucets (32% reduction in flow);</li> <li>• Install low-flow kitchen faucets (18% reduction in flow);</li> <li>• Install low-flow toilets (20% reduction in flow);</li> <li>• Install low-flow showers (20% reduction in flow);</li> <li>• Use water-efficient irrigation systems (6.1% reduction in flow); and</li> <li>• Institute recycling and composting services (20% reduction in waste disposed).</li> </ul> <p><b>Geology, Soils, and Seismicity</b></p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>
<p>2.M (Measure 3.7.1): Conduct Geotechnical Study and Implement Design Recommendations. The applicant shall conduct a design-level geotechnical investigation of the project site to identify the characteristics of project site soils. Recommendations identified by the geotechnical investigations shall be incorporated into the design of the proposed project structures prior to approval of the building permit. Due to the expansive and corrosive nature of the soils, the geotechnical report may include</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement</p>

<p>recommendations for foundation design and use of materials that would not be affected by the corrosive soils, the removal of the expansive soils, or mixing the expansive soil with a non-expansive material.</p>	<p>shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>
<p><b>Hydrology and Water Quality</b></p> <p>2.N (Measure 3.9.1): Implement Best Management Practices from Stormwater Pollution Prevention Plan. The applicant shall renew its existing Stormwater Pollution Prevention Plan (SWPPP) for construction and operation of the proposed project for compliance with required NPDES construction permitting, and to reduce the intensity of potential water quality impacts associated with operation of the proposed project. The SWPPP shall identify all pollutant sources that may affect the quality of stormwater discharge, and shall require the implementation of Best Management Practices (BMPs) to reduce pollutants in storm water discharges during construction and operation.</p> <p>BMPs may include, but would not be limited to:</p> <ul style="list-style-type: none"> <li>• Excavation and grading activities shall be scheduled for the dry season only (to October 14), to the extent possible. This will reduce the chance of severe erosion from intense rainfall and surface runoff.</li> <li>• If excavation occurs during the rainy season, storm runoff from the construction area shall be regulated through a storm water management/erosion control plan that shall include temporary onsite silt traps and/or basins with multiple discharge points to natural drainages and energy dissipaters. Stockpiles of loose material shall be covered and runoff diverted away from exposed soil material. If work stops due to rain, a positive grading away from slopes shall be provided to carry the surface runoff to areas where flow would be controlled, such as the temporary silt basins. Sediment basins/traps shall be located and operated to minimize the amount of off-site sediment transport. Any trapped sediment shall be removed from the basin or trap and placed at a suitable location on-site, away from concentrated flows, or removed to an approved disposal site.</li> <li>• Temporary erosion control measures (such as fiber rolls, staked straw bales, detention basins, check dams, geofabric, sandbag dikes, and similar measures) shall be provided until construction is complete or landscaping is established and can minimize discharge of sediment into nearby waterways. All storm drains shall be protected from sedimentation using such measures.</li> <li>• Sediment shall be retained on-site by a system of sediment basins, traps, or other appropriate measures.</li> <li>• No disturbed surfaces will be left without erosion control measures in place during the rainy season, from October 15th through April 30th.</li> <li>• Erosion protection shall be provided on all cut-and-fill slopes. Landscaping shall be initiated as soon as possible after completion of grading and prior to the onset of the rainy season (by October 15).</li> </ul> <p>Construction-related stormwater BMPs selected and implemented for the project shall be in place and operational prior to the onset of major earthwork on the site. The construction phase facilities shall be</p>	
<p>Such requirement is limited to mitigate the impacts of a particular building and/or infrastructure for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>	

<p>maintained regularly and cleared of accumulated sediment as necessary. Operation-related stormwater BMPs shall be incorporated into project design and fully implemented prior to completion of construction and associated activities for the project. Effective mechanical and structural BMPs that could be implemented at the project site include the following:</p> <ul style="list-style-type: none"> <li>• Mechanical storm water filtration measures, including oil and sediment separators or absorbent filter systems such as the Stormceptor® system, can be installed within the storm drainage system to provide filtration of storm water prior to discharge.</li> <li>• Vegetative strips, high infiltration substrates, and grassy swales can be used where feasible throughout the development to reduce runoff and provide initial storm water treatment.</li> <li>• Drains shall discharge to natural surfaces, swales, or other stormwater retention features to avoid excessive peak stormwater flows.</li> </ul> <p>The water quality detention basins during construction shall be designed to provide effective water quality control measures including the following:</p> <ul style="list-style-type: none"> <li>• Maximize detention time for settling of fine particles;</li> <li>• Establish maintenance schedules for periodic removal of sedimentation, excessive vegetation, and debris that may clog basin inlets and outlets;</li> <li>• Maximize the detention basin elevation to allow the highest amount of infiltration and settling prior to discharge.</li> <li>• Hazardous materials such as fuels and solvents used on the construction sites shall be stored in covered containers and protected from rainfall, runoff, vandalism, and accidental release to the environment. All stored fuels and solvents will be contained in an area of impervious surface with containment capacity equal to the volume of materials stored. A stockpile of spill cleanup materials shall be readily available at all construction sites. Employees shall be trained in spill prevention and cleanup, and individuals shall be designated as responsible for prevention and cleanup activities.</li> </ul> <p>Equipment shall be properly maintained in designated areas with runoff and erosion control measures to minimize accidental release of pollutants.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit</p>
<p><b>Land Use</b></p> <p>2.O (Measure 3.10.2): Incorporate Building Design Features Consistent with SJCALUP Guidance. Any proposed structure over 200' above ground level; or construction which includes reflective material (other than traffic markings), unusual levels of lighting, or telecommunications equipment, shall be submitted to the FAA (San Francisco Airports District Office) for review (using Form 7460-1) to determine if the proposed construction would be a hazard to navigable airspace. For new development within the Airport Influence Area, ALUC review is required for any proposed object taller than 100 feet AGL.</p>	<p>Equipment shall be properly maintained in designated areas with runoff and erosion control measures to minimize accidental release of pollutants.</p>

	issuance and its construction.
<p><b>Noise and Acoustics</b></p> <p>2.P (Measure 3.11.1): Construction-Related Noise Measures. The City shall ensure that the project applicant or construction contractor will implement the following construction-related noise reducing measures:</p> <ul style="list-style-type: none"> <li>• Construction activities shall be limited to between 7:00 a.m. and 7:00 p.m. Monday through Saturday to avoid noise-sensitive hours of the day. Construction activities shall be prohibited on Sundays and holidays.</li> <li>• Construction equipment noise shall be minimized during project construction by muffling and shielding intakes and exhaust on construction equipment (per the manufacturer's specifications) and by shrouding or shielding impact tools.</li> <li>• Construction contractors shall locate fixed construction equipment (such as compressors and generators) and construction staging areas as far as possible from nearby residences.</li> <li>• Signs will be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and a contact number with the City of Stockton in the event of problems.</li> </ul> <p>An onsite complaint and enforcement manager shall track and respond to noise complaints.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>
<p>2.Q (Measure 3.11.2a): Measures to Reduce HVAC Equipment Noise. The project applicant shall ensure that HVAC units on northwest buildings of Lot 7 (north map) shall be located away from nearby residences, on building rooftops, and properly shielded by either the rooftop parapet or within an enclosure that effectively blocks the line of site of the source from the nearest receivers.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>
<p>2.R (Measure 3.11.2b): Measures to Reduce Loading Dock Noise. The project applicant shall ensure that loading docks in northwest buildings of Lot 7 (north map) shall be located away from nearby residences (i.e., on south or east sides of buildings) or shall be shielded with appropriate wing walls that effectively block the line of site of the loading docks from the nearest receivers</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>
<p>2.S (Measure 3.11.2c): Measures to Reduce Traffic Noise. The applicant shall notify the homeowners along roadway segment 1 of the noise impacts associated with the traffic from project operations. With</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>

<p>the homeowners' approval, the applicant shall construct 6-foot solid fences along the property line of affected residences. Alternatively, residential building facades can be upgraded to reduce interior noise levels (e.g., improved windows and doors). While these measures could substantially reduce the impact of increased traffic noise on the interior environment of existing noise-sensitive uses, no enforcement mechanism has been identified to ensure implementation of the measures nor has any related funding mechanism been identified.</p>	<p>building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>
<p><b>Traffic and Circulation</b></p>	
<p>2.T (Measure 3.13.1): Restripe Arch Road to Provide Second Westbound Lane. The applicant shall restripe Arch Road to provide a second westbound through lane on Arch Road from approximately 500 feet east of Newcastle Road to Fite Court.</p>	<p>Prior to certificate of occupancy for building that would bring project to 5,338,408 sf or more. (Page 3.13-26 of the Draft EIR indicates that the impact is expected to occur when the proposed project is approximately 85 percent complete. The proposed project allows for up to 6,280,480 square feet of industrial uses. 85% complete would occur at 5,338,408 square feet.)</p>
<p>2.U (Measure 3.13.2): Project's Fair Share Contribution to SR99 Widening. The applicant shall pay the Public Facilities Fees (PFF), which includes the Regional Transportation Impact, Street Improvements, and Traffic Signal Fees. Payment of these fees would constitute the Project's fair share contribution to on-going widening of SR 99 from SR 120 to the Crosstown Freeway to provide three travel lanes in each direction. This improvement is fully funded, including funding from Measure K as well as Regional Transportation Impact Fees. Construction is expected to be completed in 2015/2016.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, payment of the PFF on a Building Permit would constitute their fair share contribution toward the construction of planned improvements.</p>
<p>2.V (Measure 3.13.3a): Project's Fair Share Contribution to Arch-Airport Road/Sperry Road Specific Road Plan Road Improvements. The applicant shall pay the PFF which would constitute their fair share to the construction of planned improvements identified in the Arch-Airport Road/Sperry Road Specific Road Plan (August 2003), which includes the widening of Arch Road to provide two travel lanes in each direction as shown on Figure 3.13-6.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and payment of the PFF on a Building Permit would constitute their fair share contribution toward the construction of planned improvements.</p>

<p>2.W (Measure 3.13.3b): Construct Westbound Right-Turn Only Lane at Arch Road/Newcastle Road Intersection. The applicant shall construct 770 feet (500 feet plus 270 feet of taper) of a right-turn only lane for the westbound approach of the Arch Road/Newcastle Road Intersection.</p>	<p>Prior to issuance of certificate of occupancy for building that would bring project to 85% of completion in 2016 or earlier or 15% of completion 2017 or after. (Per Fehr &amp; Peers, the impact trigger is 85 percent of development in the existing condition (2012) and 15 percent of development under the near term condition (2017 to 2022). 85% of development is equal to 5,338,408 square feet and 15% of development is equal to 942,072 square feet.)</p>
<p>2.X (Measure 3.13.9a): Provide Adequate Vehicle Storage. At Arch Road/Newcastle Road, the eastbound left-turn lane should be designed to provide approximately 350 feet of vehicle storage. At Arch Road/Logistics Drive, the eastbound left-turn lane should be designed to provide 300 feet of vehicle storage, and the southbound right-turn lane should be designed to provide 300 feet of vehicle storage. At Mariposa Road/Newcastle Road, the eastbound right-turn should be designed to provide 150 feet of vehicle storage and the northbound left-turn should be designed to provide 300 feet of storage.</p> <p>2.Y (Measure 3.13.9b): Provide Adequate Driveway Access on Newcastle Road. The first driveway on Newcastle Road, serving Southern Lot 1 should be at least 300 feet from the Arch Road/Newcastle Road intersection, or restricted to right-in/right-out operation.</p>	<p>Prior to certificate of occupancy for first building or any site development that results in project traffic generation within development Phase II.</p> <p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced on Southern Lots 1-6, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>
<p>2.Z (Measure 3.13.9c): Provide Adequate Emergency Vehicle Access. For each developable lot, the applicant shall consult with the City of Stockton fire department to ensure that the site plan provides adequate emergency vehicle access.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>

<p>3. The Owner, Developer and/or Successors in Interest (ODS) shall be responsible for the City's legal and administrative costs associated with defending any legal challenge of the approvals for this project or its related environmental document.</p>	<p>Ongoing</p>
<p>4. In order to minimize any potential adverse financial impact on the City of Stockton, associated with development and/or use of the subject site, the ODS agrees that it will not challenge or protest any applicable and/or appropriate existing or future fees associated with the development of the site, provided such fees comply with controlling law.</p>	<p>Ongoing</p>
<p>5. The ODS shall record a Deed of Aviation Hazard Easement. This easement would grant San Joaquin County a perpetual, assignable easement permitting over flight of the property by aircraft, together with any inherent noise or other emissions which are inherent in the operation of aircraft. This easement shall be recorded as a deed restriction flowing in perpetuity to all successor property owners.</p>	<p>Prior to recordation of any final map(s).</p>
<p>6. The ODS of the parcel in question shall be responsible for maintaining all landscaping located along the project site's public street frontage in the City right's- of-way.</p>	<p>Ongoing</p>
<p>7. The ODS shall dedicate Parcel "B" to the City in fee title for the purposes of the storm water detention basin and pump station upon acceptance by City in accordance with pre-approved plans, specifications and permits. Further, the ODS shall be responsible for design and construction of the storm water detention basin, pump station and discharge outfall prior to the overall project (Norcal Logistics Center) exceeding 50% or more build out of the drainage watershed area, identified in the Arch Road Industrial Park North (Opus Logistics Center) – Storm Drain Master Plan.</p>	<p>Per existing requirements for the north watershed.</p>
<p>8. The ODS shall be responsible for obtaining easements and all required Federal, state and local permits for the force mains outfall /pump station discharges into North Little Johns Creek.</p>	<p>Prior to constructing pump station.</p>
<p>9. Any on-site wells and septic tanks shall be abandoned and destroyed prior to recordation of any phased final map, if located on land being subdivided by that final map. Standards for abandonment and destruction shall be as required by San Joaquin County Department of Environmental Health.</p>	<p>Prior to recordation of any phased final map for parcel containing wells or septic tanks.</p>
<p>10. The ODS shall be responsible for 100% of the design and construction costs of onsite roadway, and intersection improvements and roadway extensions, and the public utilities identified on the Vesting Tentative Map and/or included in the project EIR (P12-110), project description or as mitigation measures, unless said improvements are not required due to adjustments or reductions of parcels or easements created through the final map. Improvements shall include but are not limited to all sewer, water and storm drain lines, street lighting, street paving, curb, gutter, sidewalk, landscaping and intersection improvements.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit</p>

<p>issuance and its construction.</p>	<p>Prior to recordation of phased final map.</p>
<p>11. Prior to the recordation of any phased final map adjacent to Little John's Creek, the ODS shall dedicate an easement to the San Joaquin County Flood Control and Water Conservation District for drainage and flood control purposes. No structures, fences and/or power poles shall be constructed within said easement. Easement limits shall be as follows:  a. The entire channel of North Little John's Creek that lies within the property, and  b. A minimum of 25-foot measured at right angles landward from the top of each bank of North Little John's Creek that lies within the property or to the property line, whichever is less.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building or site development for which a Building Permit may or may not be sought and construction is commenced, and such requirement shall be incorporated into the building plans, if a building permit is required and made a condition to such Building Permit issuance and its construction.</p>
<p>12. A Watercourse Encroachment Permit shall be obtained from San Joaquin County for any work done within 25-foot measured at right angles landward from the top of either bank of North Littlejohns Creek.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced, and such requirement shall be incorporated into the building plans and made a condition to such Building Permit issuance and its construction.</p>
<p>13. Any post-development storm drainage discharge to North Littlejohns Creek shall be attenuated to not exceed pre-development levels.</p>	<p>Prior to issuance of building permit which would exceed 70% of project (Norcal Logistics Center) build-out (4,396,330 sf) or City approval of any building permit occupancy on property containing either lots 11, 12, 13, 14, or 15, whichever occurs</p>
<p>14. The ODS shall dedicate 82' of right of way width and design and construct street improvements to extend Newcastle Road from its current terminus north to East Mariposa Road. Improvements shall include but are not limited to all sewer, water and storm drain lines, street lighting, street paving, curb, gutter, sidewalk, landscaping and intersection improvements. The timing of the construction shall be allowed to occur in phases, and triggered by lot development requiring Newcastle Road as a means for ingress/egress.</p>	<p>Prior to issuance of building permit which would exceed 70% of project (Norcal Logistics Center) build-out (4,396,330 sf) or City approval of any building permit occupancy on property containing either lots 11, 12, 13, 14, or 15, whichever occurs</p>

<p>first.</p>	<p>Prior to or upon recordation of Final Map</p>
<p>15. The ODS shall dedicate access rights to the City of Stockton along the entire length of Mariposa Road, except at the approved opening shown on the Vesting Tentative Map.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought and construction is commenced on the northern lots 11, 12, 13, 14 or 15, and such requirement shall be incorporated into the building plans and made a condition of Certificate of Occupancy.</p>
<p>16. The ODS shall dedicate right of way along the entire site frontage of Mariposa Road with recordation of the Final Map contiguous to Mariposa Road. Further, the ODS shall design and construct Stockton Municipal Code required street frontage improvements, including but not limited to, installation of curb, gutter, sidewalk, landscaping, street lighting and 18' of pavement widening along the entire site frontage of Mariposa Road.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought, and such requirement shall be incorporated into the building plans and made a condition of Certificate of Occupancy.</p>
<p>17. The ODS shall design and construct site access improvements at Arch Road/Newcastle Road intersection and Arch Road/Logistics Drive intersection as identified in the FEIR for the Norcal Logistics Center Project prior to approval of any building permit occupancy on the Project Site. Further, the ODS shall design and construct site access improvements at the Arch Road/Mariposa Road intersection as applicable in the FEIR for the Norcal Logistics Center Project prior to approval of any building permit requiring the construction of Newcastle Road Extension on the frontage of Mariposa Road on property containing either lots 11, 12, 13, 14, or 15.</p>	<p>Such requirement is limited to mitigate the impacts of a particular building for which a Building Permit is sought, and such requirement shall be incorporated into the building plans and made a condition of Certificate of Occupancy.</p>
<p>18. The life (term) of this Vesting Tentative Map (VTM) and any extensions of that life shall be that and those set forth in the Subdivision Map Act, and any amendments thereto.</p>	<p>Occupancy.</p>
<p>19. This VTM has met the prerequisites of the Government Code Section 66452.6(a) and 66456.1, and therefore, the Subdivider has the right to employ multiple (phased) final maps, the recording of which shall extend the life of the VTM as provided for in Government Code Section 66452.6(a). The Conditions of Approval to the VTM have been organized to reflect this phased final map approach. The subdivider shall have the right to combine multiple separate phased final maps together into fewer phased final maps, at subdivider's sole discretion, provided the Conditions of Approval for each such combined phase map have been properly accounted for and satisfied as required by the VTM Conditions of Approval relevant to each combined phased final map</p>	<p>Occupancy.</p>









