

After Recording Return to  
Community Development Department  
City of Stockton  
425 N. El Dorado Street  
Stockton, CACA 95202

### **FIRST AMENDMENT TO SUBDIVISION AGREEMENT**

This FIRST AMENDMENT TO SUBDIVISION AGREEMENT ("Agreement ") is made and entered into on \_\_\_\_\_, at Stockton, California by and between the CITY OF STOCKTON , A Municipal Corporation ("City"), and NORCAL LANDCO, LLC, ("Subdivider") (collectively "the parties") with reference to the following facts:

#### **WITNESSETH:**

WHEREAS, on November 27, 2018, City and NORCAL LANDCO, LLC. entered into an Agreement in which City approved a parcel map entitled **Parcel Map COS 18-04 (P12-110)**, hereby referred to as "Subdivision;" and

WHEREAS, said Agreement was recorded on November 28, 2018 as Document No. 2018-130482, in the office of the San Joaquin County Recorder; and

WHEREAS, the Developer prepared an Addendum to Environmental Impact Report (EIR) for NorCal Logistics Center Project (P12-110 certified by the City of Stockton on February 2015) and is requesting an amendment to the Agreement to changes conditions of approval and is requesting the relinquishment of access restriction along the entire length of Subdivision frontage of Mariposa Road; 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, in consideration of the mutual covenants of the parties herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Deletion of Condition No. 14 as shown below:

CONDITION	TIMING
<del>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</del>	<del>Prior to issuance of building permit which would exceed 70% of project (Norcal Logistic 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 identified on VTM</del>

~~Road as a means for ingress/egress.~~

2. Changes to Condition No. 16 as shown below:

CONDITION	TIMING
<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 <del>Stockton Municipal Code required</del> <u>interim</u> street frontage improvements, including but not limited to, <u>a center turn median and a continuous right turn deceleration /acceleration lane</u>; and the ODS shall enter into a <u>Deferred Improvement Agreement for the construction of the ultimate frontage improvements including</u> curb, gutter, sidewalk, street lighting and <del>48' of pavement lane</del> <u>widening</u> along the entire site frontage of Mariposa Road. <u>Said Agreement will provide an option for the ODS to pay the City \$978,000 for the cost of the ultimate improvements, with an additional construction inflationary adjustment applied, to satisfy the Agreement obligation.</u></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 <del>the northern lots 11, 12, 13, 14 or 15, Parcel 7 as shown on Parcel Map Book 26, Page 110,</del> such requirement shall be incorporated into the building plans and made a condition of Certificate of Occupancy.</p>

3. The City Manager is authorized to take appropriate and necessary actions to approve the relinquishment of access restriction along the entire property site frontage of Mariposa Road as shown on Parcel Map Book 26, Page 119, San Joaquin County Records.

[illegible]

4. All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified in writing by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

ATTEST:

CITY OF STOCKTON:

CHRISTIAN CLEGG  
INTERIM CITY CLERK/  
DEPUTY CITY MANAGER

KURT WILSON  
CITY MANAGER

BY \_\_\_\_\_

BY \_\_\_\_\_

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

BY \_\_\_\_\_  
CITY ATTORNEY

APPROVED BY CITY COUNCIL RESOLUTION NO. \_\_\_\_\_.  
ON \_\_\_\_\_.