

After Recording Return To:
 City of Stockton
 Community Development Department
 Planning & Engineering Services Div.
 425 North El Dorado Street
 Stockton CA 95202

SUBDIVISION AGREEMENT
 (FINAL MAP)

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into as of _____ by and between the CITY OF STOCKTON, hereafter referred to as "CITY," and KB HOME SACRAMENTO INC., A CALIFORNIA CORPORATION, hereinafter referred to as "SUBDIVIDER."

W I T N E S S E T H:

WHEREAS, Subdivider has presented to City for approval a final subdivision map (hereinafter called "MAP") entitled **DESTINATIONS, UNIT NO. 4 -- TRACT NO. 3700 (TM P18-0337)** which Map has been checked and approved by the County Surveyor; and

WHEREAS, said Map has been filed with the City Engineer for presentation to the City Council of the City for its 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 subdivision, which plans and specifications (5385C) dated 6/22/2020, prepared by MCR Engineering, Inc., and consisting of Sheets 1 through 21 are now on file 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 ensure 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 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 the Engineer's 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 seventy-two (72) 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.

Subdivider will complete, or cause to be completed, within two (2) years of approval of said Map and construction plans by the City Council, all improvements in accordance with the plans and specifications on file as hereinbefore specified, including any changes required or ordered by the said Engineer.

The work shall be performed in a safe and good worklike manner, and enough workers 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, the City Council 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 monuments in the amount of (21 Monuments)..... \$42,000.00
- B. A surety bond, cash deposit or letter of credit (50% of the public improvements cost) as security for the faithful performance of this agreement in the amount of \$811,271.00
- C. A separate security bond, cash deposit or letter of credit (50% of the public improvements cost) as security for the payment of all persons performing labor and furnishing materials in connection with this agreement in the amount of \$811,271.00

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 Administrative Services Officer. Release of securities shall be as follows:

A. Security given for faithful performance shall be released after the City has finally accepted the work, and provided that security of at least ten (10) percent of the public improvements cost has been retained or security 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 shall be released sixty (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. If claims of lien have been filed, an amount of security at least equal to the claims shall be retained pending the outcome of the claims.

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

D. Monument security shall 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.

INSURANCE REQUIREMENTS

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

12. 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.

13. 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 \$16,225.00 with the City to correct deficiencies and conditions caused by the Subdivider or contractor during or after the construction of this subdivision.

14. SUBDIVIDER NOT AGENT OF CITY

Subdivider or any of Subdivider's agents or contractors are not or shall not be considered agents of City in connection with the performance of Subdivider's obligations under this agreement.

15. 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 is based on an approved estimate, or on the construction contract, if awarded prior to filing of the map with the City Council.

<u>Plan Checking Fee</u>	=	\$43,082.84
<u>Inspection Fee</u>	=	\$57,311.97

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 (3.5%) 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.

16. FILING FEES

Concurrently with execution hereof, Subdivider shall pay a computer mapping fee of \$484.00 (\$148 + \$3/lot), a map filing fee of \$3,526.00 and, present one check for recording the Map and the agreement, payable to the San Joaquin County Recorder in the amount of \$104.00 and \$158.00, respectively. City will forward the checks with the Map for recording.

17. 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 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 or City Council may serve written notice upon Subdivider and Subdivider's surety of breach of this agreement or of any portion thereof and default of Subdivider.

18. 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 in equity 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.

19. 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
22 E. WEBER AVENUE, ROOM 301
STOCKTON CA 95202

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

KB HOME SACRAMENTO INC.
3005 DOUGLAS BLVD., SUITE 250
ROSEVILLE CA 95661

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

LIBERTY MUTUAL INSURANCE COMPANY
1001 4TH AVE., SUITE 3800
SEATTLE WA 98154

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.

20. 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.

21. STREET TREE SECURITY

The Subdivider shall provide a faithful performance bond, cash deposit, or letter of credit for 125% of the street tree fee based on \$195 per tree.

Street Tree Security: 0 trees @ \$195 ea. X 125% = \$0.00

22. STREET NAME SIGN FEE

The Subdivider shall pay a street name sign fee based on \$286.25 per sign to be furnished and installed by the City.

Street Name Sign Fee: 11 signs @ \$286.25 ea. = \$3,148.75

23. 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.

24. 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.

25. 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 this Agreement to a controlled subsidiary of Subdivider or a purchaser of all or substantially all of Subdivider's interest in the real property which is the subject of the Map, provided the assigning party causes the assignee to assume in writing all obligations of the assignor under this Agreement. Notice of an assignment to a controlled subsidiary of Subdivider or a purchaser of all or substantially all of Subdivider's interest shall be given to the City in writing within 30 days of such change. Upon any such assignments, 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.

26. SPECIAL PROVISIONS

All the tentative map conditions in TM P18-0337 as shown in Exhibit C (attached) shall apply to this subdivision agreement.

ATTEST:

ELIZA R. GARZA, CMC
CITY CLERK

CITY OF STOCKTON:

HARRY BLACK
CITY MANAGER

By _____

By _____


APPROVED AS TO FORM:

KB HOME SACRAMENTO INC.

OFFICE OF THE CITY ATTORNEY

Chris Apostolopoulos
(PRINT NAME)

BY _____
CITY ATTORNEY

BY 
(SIGNATURE)
Regional President Northern California
(TITLE)

APPROVED BY CITY COUNCIL RESOLUTION NO. _____,
ON _____, 20____.

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 CONTRA COSTA)

On JULY 31, 2020 before me, MICHELLE C. ADAMS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared CHRIS APOSTOLOPOULOS,
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 [Signature] (Seal)

(NOTARY 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 _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
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 _____ (Seal)

(NOTARY FOR CITY MANAGER)

**LEGAL DESCRIPTION
FOR
DESTINATIONS, UNIT NO. 4**

ALL THAT REAL PROPERTY SITUATE WITHIN THE CITY OF STOCKTON, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, LYING WITHIN THE NORTHEAST ONE QUARTER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 123 AS SHOWN ON THAT CERTAIN TRACT MAP NO. 3486 ENTITLED "DESTINATIONS, UNIT NO. 1", FILED FOR RECORD IN BOOK 40 OF MAPS AND PLATS, PAGE 84, SAN JOAQUIN COUNTY RECORDS.



EXHIBIT A

SUMMARY OF FEES AND BONDS

STREET NAME SIGN FEE	\$3,148.75 (979-0000-344.13-00)
PLAN CHECK FEE(PREPAID \$43,082.84).....	\$0.00 (048-1825-345.20-00)
INSPECTION FEE.....(PREPAID \$27,441.56)....	\$29,870.41 (048-1825-345.40-00)
MATERIAL TESTING FEE.....	\$6,294.33 (048-1825-324.04-00)
FILING FEE.....(PREPAID \$3,526.00).....	\$0.00 (048-1825-341.21-03)
TECH FEE.....(PREPAID \$4,562.85).....	\$0.00 (048-7451-345.41-04)
CRS FEE.....(PREPAID \$3,650.28)	\$0.00 (048-1825-345.18-02)
CASH DEPOSIT	\$16,225.00
COMPUTER MAPPING FEE.....(PREPAID \$484.00)	\$0.00 (010-3020-343.26-00)
MUD IMAGING FEE.....	\$234.00 (431-4312-349.22-01)
ASSESSMENT DISTRICT SEGREGATION.....	\$0.00
TOTAL	\$55,772.49

RECORDING FEE (payable to San Joaquin County Recorder)

MAP (4 Sheets)	\$104.00
AGREEMENT (28 Sheets)	\$152.00
TOTAL	\$256.00

BONDS

MONUMENT BOND	\$42,000.00
PERFORMANCE BOND	\$811,271.00
LABOR AND MATERIAL BOND	\$811,271.00
STREET TREE BOND.....	\$0.00
TOTAL	\$1,664,542.00
STREET MICROSURFACING (686-0000-237.67-40)	\$0.00

EXHIBIT B:
Insurance Requirements
(Right of Entry)

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

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 **\$1,000,000** 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 Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (for lessees with employees).
4. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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

Other Insurance Provisions:

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

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (**at least as broad as** ISO Form CG 20 10 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 officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the Lessee's insurance coverage shall be endorsed as primary insurance as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, and volunteers, and volunteers shall be excess of the Lessee's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Lessee's insurance coverage to sole negligence.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Lessee hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Lessee to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's 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's rating of no less than A+:X.

Verification of Coverage

Lessee shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. 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 Lessee's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time, for any reason or no reason.

Lessee 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.

Special Risks or Circumstances

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

Certificate holder address

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

- City of Stockton
- Attention: Risk Services
- 425 N. El Dorado Street
- 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 Lessee fails to maintain the required insurance in full force and effect, the CITY may terminate this Contract.

Exhibit C

Resolution No. **2018-08-23-0302**

STOCKTON PLANNING COMMISSION

RESOLUTION APPROVING A SECOND TWO-YEAR TIME EXTENSION FOR AN APPROVED TENTATIVE MAP, FOR PROPERTY LOCATED ON THE SOUTH SIDE OF EIGHT MILE ROAD AND PIXLEY SLOUGH, EAST OF MARLETTE ROAD (DESTINATIONS, UNIT NO. 4, TM14-07/P18-0337)

On June 14, 2007, the Planning Commission approved a Tentative Map to subdivide a ten-acre site into one hundred thirteen (113) lots for the development of single-family residences. The Tentative Map was due to expire on June 14, 2009; and

The State has granted four automatic time extensions (for a total of seven years) for all Tentative Maps, Vesting Tentative Maps, and Tentative Parcel Maps. The approved Tentative Map qualified for all four of the time extensions, and therefore, expired on June 14, 2016; and

Prior to the noted expiration date, the applicant submitted a letter requesting an extension of the approved Tentative Map. The map was approved for a first two-year extension on August 25, 2016, and was due to expire on June 14, 2018; and

The applicant submitted a letter to request another two-year extension before the expiration of the Tentative Map; and

The Planning Commission is authorized by Section 16.188.100.C.1 of the Stockton Municipal Code (SMC) to approve a request for a second two-year extension of an approved Tentative Map with appropriate findings; now, therefore,

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF STOCKTON AS FOLLOWS:

1. The Planning Commission hereby approves a request for a second two-year time extension for an approved Tentative Map with an additional condition (Condition No. 17) to subdivide a ten-acre site into 113 lots, for property located on the south side of Eight Mile Road and Pixley Slough, east of Marlette Road, based on the following findings:

a. There have been no changes to the provisions of the General Plan or any applicable specific plan, precise road plan, or master development plan that would cause the Tentative Map to be inconsistent with the General Plan, because the site is still designated for Low Density Residential uses and the Tentative Map remains consistent with applicable General Plan policies for the development of single-family residences. The site is not affected by a specific plan, precise road plan, or master development plan.

b. There have been no changes to applicable provisions of the Development Code that would cause the Tentative Map to be inconsistent with the Development Code and the proposed residential development will comply with all applicable requirements under the provisions of the Planned Development Standards in the Development Code.

c. There have been no changes in the character of the site or its surroundings that affect how the policies of the General Plan or other standards of this Development Code apply to the project and the subject residential development will be consistent with the existing land uses surrounding the project site.

d. There have been no changes to the capacities of community resources, including roads, schools, sewage treatment or disposal facilities, or water supply, because all required infrastructure and public facilities would be provided for the project, per the Conditions of Approval on the Tentative Map.

e. The environmental consequences of this Tentative Map (TM14-07/P18-0337) have been analyzed in accordance with the provisions of the California Environmental Quality Act (CEQA) under an approved Addendum/Initial Study (IS6-07) to the previously-certified Supplemental Environmental Impact Report (SEIR1-05) for the project to subdivide a ten-acre site into 113 lots for the residential development. All mitigation measures for the approved Tentative Map are still applicable. No further environmental review is required in order to approve the requested time extension.

f. The city imposes a new condition on the tentative map extension to comply with the 200-year flood requirements under SB 5, the state legislation that requires that the property be protected to the state urban level of flood protection standard. A technical memorandum prepared by Peterson, Brusted, Inc., dated July 21, 2016, confirms if all building pads in the Project are elevated to a minimum 22.2 feet (NAVD88), 200-year flood depths at the structures would be reduced to less than three feet and have an urban level of flood protection.

[illegible]

2. The Tentative Map extension is approved subject to the original Conditions of Approval and an additional condition (Condition No. 17), attached hereto as Exhibit 1, and incorporated by this reference.

PASSED, APPROVED, and ADOPTED August 23, 2018.

A handwritten signature in blue ink, appearing to read "Don M. Aguilard", written over a horizontal line.

DON M. AGUILARD, CHAIR
City of Stockton Planning Commission

ATTEST:

A handwritten signature in blue ink, appearing to read "David W. Kwong", written over a horizontal line.
DAVID W. KWONG, SECRETARY
City of Stockton Planning Commission

Exhibit 1

Amended Conditions of Approval
(TM14-07/P18-0337)

1. Comply with all applicable Federal, State, County and City codes, regulations and adopted standards and pay all applicable fees.
2. Comply with all requirements of TM46-04 and, pursuant to Section 15164 of the State CEQA Guidelines, the project shall be subject to all applicable mitigation measures identified in the approved Addendum/ Initial Study (IS6-07) to previously-certified SEIR1-05 for the project and in the City-adopted "Findings and Mitigation Monitoring/ Reporting Program for the Destinations Unit 4 Tentative Map and Planned Development Permit Project."
3. The owners, developers and/or successors-in-interest (ODS) shall be responsible for the establishment of CC&Rs for the maintenance of landscaping, structures and walls/fences on the private properties and common areas within the subdivision area. The CC&Rs shall be subject to review and approval by the City Attorney and the Community Development Director prior to their recordation. The ODS shall be responsible for recordation of the CC&Rs and payment of recording expenses prior to or in conjunction with the recordation of any Final Map for this subdivision. The City shall be declared to be a third-party beneficiary of the CC&Rs and shall be entitled, without obligation, to take appropriate legal action to enforce the CC&Rs.
4. Any significant modifications to the final design plans for single-family residences and proposed masonry walls constructed within the project site shall be subject to review and approval by the Community Development Director for consistency with the approved by the Community Development Director for consistency with the approved PD4-07 and the City wide Design Guidelines prior to the issuance of any building permit in the subdivision area.
5. In order to minimize any adverse financial impact on the COS associated with the development and/or use of the subject site, the ODS agrees that it will not challenge or protest any applicable fees associated with the development of the site, but if such fees are amended or modified, the ODS agrees to pay such fees as they may be amended or modified from time to time.
6. The 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.
7. All walls/fences, private street system, open space area and landscaping within the subdivision area shall be maintained by a homeowners' association. If the homeowners' association defaults, the City reserves the right to form a mandatory maintenance district.
8. Prior to recordation of any Final Map, the ODS shall form a new zone of the Stockton Consolidated Landscape Maintenance District 96-2, and approve an assessment providing for the subdivision's proportionate share of the costs to maintain any public

Exhibit 1

parks within the service area for this subdivision or serving this subdivision. The ODS may request to annex to an existing zone of the Stockton Consolidated Landscape Maintenance District 96-2 provided the subdivision is within the service area of a park for which a zone of the Stockton Consolidated Landscape Maintenance District 96-2 has already been formed.

9. Prior to recordation of any Final Map, the ODS shall form a new zone of the Stockton Consolidated Landscape Maintenance District 96-2 that includes the entire subdivision. The entire subdivision may be considered for annexation to an existing zone of the Stockton Consolidated Landscape Maintenance District 96-2, provided the type, intensity and amount of the improvements to be maintained are similar to improvements in the zone to which annexation is proposed. Formation/annexation shall result in an assessment being approved that shall be levied on all properties in the subdivision to ensure that all property owners pay their proportionate share of the costs of maintaining, in perpetuity, and if necessary replacement at the end of the useful life of improvements including but not limited to publicly accessible common area landscaping, landscaping in the right-of-way, landscape medians and all "improvements" serving or for the special benefit of this subdivision.
10. All landscaped areas on the site shall comply with applicable requirements of the Stockton Municipal Code. Landscaping and irrigation plans for the entire subdivision area and public streets shall be submitted to the Community Development Department, Planning Division, for review and approval by the Community Development Director and the City Landscape Architect prior to the issuance of any residential building permits. Landscaped areas, including a timed/automatic irrigation system, shall be installed at the time the masonry walls along public streets are constructed and be maintained by the homeowners' association.
11. All walls shall be located on private property and a separate maintenance easement shall be recorded for such walls. Such easement shall be sufficient to allow for regular maintenance (i.e. graffiti removal) and shall include the width of the support footing as it extends from both sides of the wall.
12. Any on-site wells and septic tanks shall be abandoned and destroyed prior to recordation of any final map. Standard for abandonment and destruction shall be as required by San Joaquin County Department of Environmental Health.
13. The ODS must participate in the establishment of a maintenance entity, prior to the recordation of a Final Map, acceptable to the City to provide funding for the operation, maintenance, and replacement costs of the non-potable water system.
14. The ODS must execute a Maintenance Agreement with the City prior to the recordation of a Final Map. The ODS must remain the responsible party to provide funding for the operation, maintenance, and replacement costs of the proposed treatment devices for Eight Mile Road.
15. Design and install a 12-inch waterline and appropriately-sized storm drainage along the project's frontage on Eight Mile Road.

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16. To comply with SB5 200-year floodplain requirements, the building pads of all new residential dwelling units shall be constructed to an elevation of no lower than three feet below the elevation of the projected 200-year floodplain as determined by the City.
17. Concurrent with Final Map recordation, the subdivision shall be annexed into a Citywide Maintenance and Services Communities Facilities District (CFD) in compliance with the City Council Resolution No. 2018-07-17-1301.

In addition, the following information is provided to the ODS for inclusion in the design and layout of the project, as applicable and warranted:

1. A soils report shall be required prior to the issuance of a building permit.
2. All existing overhead utility distribution facilities shall be placed underground in accordance with Stockton Development Code, Section 16.72.230. Any relocation or under-grounding of existing overhead utility lines will be at the property owner's expense. Any existing overhead utility lines shall be shown on the map.
3. The installation of any above ground utility structures within the City right-of-way is subject to City approval.
4. City of Stockton Standard Plan and Specifications require looped water systems or two points of connection for developments of 25 units or more. Water connection on Olive Grove Drive is one connection, and a second connection is required from Eight Mile Road.
5. Per Stockton Municipal Code Section 16.188.030, a tentative map shall include public utility easements. Identify on the tentative map the public utility easements for the domestic water and sanitary sewer within private streets.
6. Identify the point of connection to the City's storm drainage utility system on Olive Grove Drive.
7. The property owner is required to file a Notice of Intent (NOI) with the State Water Resources Control Board prior to commencement of construction activity. Upon receipt of the completed NOI the property owner will be sent a receipt letter containing the Waste Discharger's Identification Number (WDID). The City requires Waste Discharger's Identification Number (WDID) from the State of California Water Resources Control Board to be submitted prior to issuance of a Grading Permit or plan approval. An Erosion Control plan is also required to be incorporated into the project plans and/or grading plans prior to approval. The SWPPP is required to be available on site.
8. This project must comply with the Stockton Municipal Code regarding the Storm Water Quality Control Criteria Plan and as outlined in the City's Phase 1 Storm Water NPDES permit issued by the California Water Quality Control Board, Central Valley Region as those documents may be modified from time to time.

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The ODS must create a zone within the Stockton Consolidated Storm Drainage Maintenance Assessment District No. 2005-1, prior to the recordation of a Final Map, to provide funding for the operation, maintenance, and replacement costs of the storm water best management practices. In addition, the ODS shall be responsible for the costs of forming the Assessment District, including, but not limited to, the City-selected Assessment District Council, Engineer's Report, Proposition 218 vote, and noticing requirements.

9. The ODS shall comply with any and all requirements, and pay all associated fees, as required by the City's Storm Water Pollution Prevention Program as set forth in its NPDES Storm Water Permit.
10. The ODS should coordinate with PG&E early in the development of their project plans to promote the safe and reliable maintenance and operation of existing utility facilities. Any proposed development plans should provide for unrestricted utility access and prevent interference with PG&E easements.
11. The installation of new gas and electric facilities and/or the relocation of existing PG&E facilities will be performed in accordance with common law or rules and tariffs as authorized by the California Public Utilities Commission.
12. No vegetation shall be planted on bicycle/pedestrian paths built or any other alteration shall be allowed on the right-of-way without a permit to do so from the State Reclamation Board on project channels or a permit from San Joaquin County Flood Maintenance on non-project channels.

Note: It is suggested that the following measures be considered during on-site construction:

During construction:

1. A licensed, uniformed security guard should be present during the evening hours on weekdays (Monday through Friday), and 24 hours per day on weekends and holidays, when the developer is not on site.
2. The entire area must be fenced and inaccessible to the public after hours, and on weekends and holidays until residents begin occupying the new homes. The fence should be well-maintained as needed during the project.
3. The entire area must be well lighted throughout the night, every night, so as to clearly illuminate the majority of the lots and the entire street within the project area.
4. Appliances, such as stoves, microwaves, refrigerators, etc., should not be installed until the day a new owner completes the final walkthrough of the residence. If installed earlier, the residence must remain securely locked after hours and on weekends and holidays.

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5. Cabinetry and other valuable items should be kept off site prior to installation. Once installed, the residence must be securely locked.

After Construction:

6. Installation of security cameras with recording capability is recommended for access points, as well as the exterior and interior of the project.