

City of Stockton
425 N. El Dorado St, 1st Floor
Stockton, CA 95202
Attention: City Clerk
Record for the Benefit of
The City of Stockton
*Pursuant to Government Code
Section 27383*

Space Above Reserved for Recorder's Use Only

Effective Date: _____, 2025

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) dated for reference purposes as of _____, 2025 (“**Agreement Date**”), is entered into by and between TRI POINTE HOMES-SD, INC., a California corporation (“**TPH**”), BEAR CREEK FAMILY LIMITED PARTNERSHIP, a California limited partnership (“**Klein**”), and LA MORADA PARTNERSHIP, a California limited partnership (“**LMP**”) (TPH, Klein, and LMP are sometimes referred to herein individually as an “**Owner**” and collectively as “**Developer**” or the “**Owners**”), and the CITY OF STOCKTON, a California municipal corporation (“**City**”). Developer and City are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

R E C I T A L S

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties. The following recitals are a substantive part of this Agreement; capitalized terms used herein and not otherwise defined are defined in Article 1 of this Agreement.

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risks of development, the Legislature of the State of California enacted section 65864 *et seq.* of the Government Code (“**Development Agreement Statute**”), which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement, establishing certain development rights in the property.

B. In accordance with the Development Agreement Statute, the City Council has adopted a development agreement ordinance codified as Chapter 16.128 of the City’s Municipal Code (“**Development Agreement Ordinance**”), which authorizes the execution of development agreements and sets forth the required contents and form of those agreements. The provisions of the Development Agreement Statute and the City’s Development Agreement Ordinance are collectively referred to herein as the “**Development Agreement Law**.”

C. Owners collectively hold a legal or equitable interest in that certain approximately 504-acre real property, as defined by Government Code subsections 65865(a) and (b), located within the unincorporated area of the County of San Joaquin (the “**County**”) commonly known as the Bear Creek South Project (the “**Property**”). The Property is currently comprised of six (6) separate Assessors Parcels bearing Parcel Numbers 120-020-270, 120-020-300, 120-020-310, 120-020-320, 120-030-060, and 120-030-100. Each Owner owns the portion of the Property described in Recital N below. The Property is more particularly described and depicted in **Exhibits A-1 and A-2** attached hereto and incorporated herein.

D. The Project (defined below) was determined to be exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15183 as a project consistent with both the 2040 General Plan and its accompanying EIR. CEQA Guidelines Section 15183 states, in relevant part, “Where the prior EIR relied upon by the lead agency was prepared for a general plan or community plan that meets the requirements of this section, any rezoning action consistent with the general plan or community plan shall be treated as a project subject to this section.”

E. Not later than fourteen (14) days following its execution of this Agreement, the City will submit an application to the Local Agency Formation Commission (“**LAFCO**”) to annex the Property into the City (the “**Annexation Proceedings**”).

F. This Agreement sets forth, among other things, the applicable fees, policies and zoning requirements that apply to development of the Property and is intended by the City and Developer to provide Developer with vested rights to develop the Property in accordance with the terms and conditions of this Agreement. Consistent with the State policy expressed by Government Code section 65864, this Agreement is intended to reduce the uncertainty of the planning and entitlement process which can result in waste of resources and escalation of development costs; provide certain assurances to Developer that upon successful completion of the Annexation Proceedings Developer may proceed with development of the Property in accordance with the Project Approvals and Applicable Law (as defined herein) and subject to the terms of this Agreement; strengthen the public planning process; encourage private participation in comprehensive planning; and reduce the economic costs of development.

G. The Planning Commission on _____, recommended, by adoption of Resolution No. 2025-_____ and 2025-_____, that the City Council take the following actions:

1. Approve each of the three (3) Tentative Maps
2. Approve Prezoning,
3. Authorize City Staff to submit Annexation request to San Joaquin LAFCo
4. Certify CEQA

H. Prior to its approval of this Agreement, the City Council took the following actions to review and plan for the future development and use of the Property (collectively, the “**Existing Approvals**”):

1. Approved each of the three (3) Tentative Maps
2. Approved Prezoning
3. Authorized City Staff to submit Annexation request to San Joaquin LAFCo
4. Certified CEQA
5. Authorized Staff to Execute Development Agreement

I. Under this Agreement, Developer will provide substantial public benefits to the City through its development of the Property and the Project as described herein, including:

1. The Project will dedicate the land, at no cost to the City, and fund the design and construction of the four (4) neighborhood parks and a park that surrounds the central stormwater detention basin (“**Project Parks**”) in accordance with and subject to The Bear Creek South Parks Program attached hereto as **Exhibit E** and made a part hereof (the “**Parks Program**”). The cost of designing and constructing the Project Parks shall be eligible for earned PFF Credits as provided herein and detailed in Section 5.3.

2. The Project will generate short-term construction jobs related to Property development, including Property grading, infrastructure and building construction, consistent with City

objectives for creating employment opportunities for residents.

J. As provided in Article 6 of this Agreement, the Parties intend to work in good faith to consider potential use of public financing under the Mello-Roos Community Facilities Act of 1982 (Government Code sections 53311 et seq.) (“**Mello-Roos Act**”) for certain Public Benefit Facilities needed in connection with the Project. The financing of such facilities through a Mello- Roos Act community facilities district would fulfill the express legislative goals of the Development Agreement Statute; strengthen the public planning process by linking development rights to financing of public facilities; encourage participation by private landowners in the comprehensive planning required by such financing; reduce economic risk and costs of development by spreading the costs of needed facilities over time; and allow Developer, in exchange for voluntary participation in such financing programs, to proceed with development in accordance with existing City policies, rules and regulations.

K. For the reasons recited herein, City and Developer have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Project Approvals, thereby encouraging planning for, investment in, and commitment to use and development of the Property. Development of the Property in accordance with the terms of this Agreement will in turn provide substantial public benefits to the City, thereby achieving the goals and purposes for which the Development Agreement Law was enacted.

L. The terms and conditions of this Agreement have undergone review by City staff, the Planning Commission and the City Council at publicly noticed meetings, and have been found to be fair, just and reasonable, in conformance with the Development Agreement Law and consistent with the goals, policies, standards and land use designations specified in the General Plan, and consistent with the requirement under Government Code Section 65867.5, and further, the City Council finds that the economic interests of City’s citizens and the public health, safety and welfare will be best served by entering into this Agreement.

M. The City Council approved this Agreement by Ordinance No. _____, adopted by the City Council on _____, 2025 (“**Enacting Ordinance**”).

N. THP is the Owner of Assessor Parcel nos. 120-020-30 and 120-030-10; Klein is the Owner of Assessor Parcel nos. 120-030-06, 120-020-32 and 120-020-31; and LMP is the Owner of Assessor Parcel no. 120-020-27. Each Owner or Assignee shall be responsible for interfacing with the City for all matters related to their respective portions of the Property and the Tentative Maps and Conditions of Approval relating thereto, all as identified by the assessor parcel numbers.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

“*Agreement*” means this Development Agreement and all Exhibits hereto.

“**Assignee**” means any person, partnership, joint venture, firm, company, corporation or other business entity to which all or a portion of the Property is sold, assigned, transferred, or conveyed, along with such rights, duties and obligations under this Agreement with respect to all or that portion of the Property which is sold, assigned transferred, ground leased or conveyed pursuant to an Assignment and Assumption Agreement, as provided in Article 13 herein. Notwithstanding the foregoing, through the Assignment and Assumption Agreement, Developer may reserve and retain certain rights and benefits contained in this Agreement or created as a result of this Agreement and may withhold the transfer of such rights to any Assignee pursuant to such agreement executed by the Assignee.

“**Assignment and Assumption Agreement**” means such agreement that Developer shall be required to enter into, in order to retain certain rights and benefits, and to partially allocate certain rights and benefits to an Assignee, as provided herein and as detailed in Section 13.4 and **Exhibit D** of this Agreement.

“**Conditions of Approval**” means all conditions of approval to the Existing Approvals, which have been required by the City as a condition of regulatory approval of the Project, including (without limitation) any tentative tract maps, and which the affected Owner has reviewed and consented to, as set forth in **Exhibit B** attached hereto and made a part hereof.

“**Consultant Fees**” is defined in Section 5.3.

“**Default**” is defined in Section 14.1.

“**Developer**” means TPH, Klein, and LMP, and their permitted successors and assignees.

“**Development Agreement Law**” is defined in Recital B.

“**Development Agreement Ordinance**” is defined in Recital B.

“**Development Agreement Statute**” is defined in Recital A.

“**Effective Date**” means the date that this Agreement becomes effective as determined under Section 3.1.

“**Enacting Ordinance**” refers to the Ordinance identified in Recital L.

“**Existing Approvals**” is defined in Recital G.

“**First Extension Term**” is defined in Section 3.2.2.

“**Fee Credits**” means credits for Impact Fees as provided by Section 16.72.260 of the City of Stockton Municipal Code.

“**Final**” means the date on which (1) all applicable appeal periods for the filing of any administrative appeal challenging the issuance or effectiveness of each of the Existing Approvals and this Agreement shall have expired and no such appeal shall have been filed; (2) in the event of any

administrative appeal or Litigation Challenge challenging any of the Existing Approvals and/or this Agreement, that the administrative appeal or Litigation Challenge is settled or there is a final determination or judgment upholding the Existing Approvals and this Agreement, as applicable, and the administrative appeal or Litigation Challenge is no longer subject to appeal.

“**General Plan**” means the Envision Stockton 2040 General Plan of the City of Stockton adopted by the City Council on December 4, 2018.

“**Impact Fees**” means the monetary amount charged by City in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of the development project or development of the public facilities related to the development project, including, any “fee” as that term is defined by Government Code section 66000(b). “Impact Fees” includes any impact fees imposed by the City under the City’s Municipal Code, as it may be amended or replaced from time to time. Impact Fees do not include other fees from governmental agencies outside of the City of Stockton purview.

“**Initial Term**” is defined in Section 3.2.1.

“**LAFCO**” is defined in Recital D.

“**Litigation Challenge**” is defined in Section 9.1.1.

“**Litigation Delay**” is defined in Section 15.4.2.

“**Major Modification**” is defined in Section 12.2.

“**Mello-Roos Act**” is defined in Recital I.

“**Minor Modification**” is defined in Section 12.2.

“**Mortgage**” means any mortgage, deed of trust, security agreement, and other like security instrument encumbering all or any portion of the Property, or any of the Developer’s rights under this Agreement.

“**Mortgagee**” means the holder of any Mortgage, and any successor, assignee or transferee of any such Mortgage holder.

“**Municipal Code**” means and refers to the Municipal Code of the City of Stockton, as amended from time to time.

“**New City Laws**” means and includes any ordinances, resolutions, orders, rules, official policies, standards, specifications, guidelines or other regulations, which are promulgated or adopted by the City (including but not limited to any City agency, body, department, officer or employee) or its electorate (through their power of initiative or otherwise) after the Effective Date.

“**Notice of Breach**” is defined in Section 14.1.

“**Party/Parties**” is defined in the introductory paragraph preceding the Recitals of this Agreement.

“*Permitted Delay*” is defined in Section 15.4.1.

“*PFF Impact Fees*” means Impact Fees imposed by the City under the City’s Municipal Code, as it may be amended or replaced from time to time.

“*Planning Commission*” means the Planning Commission of the City of Stockton.

“*Processing Fees*” means all fees charged on a City-wide basis to cover the cost of City processing of Subsequent Approvals and further including any required supplemental or further environmental review, plan checking, inspection and monitoring at the rates which are in effect at the time those permits, approvals, parcel and/or subdivision maps, entitlements, reviews or inspections are applied for or requested.

“*Project*” means the improvements and development of the Properties consistent with each of the three (3) Tentative Maps as residential developments with complimentary uses, such as parks, open space and public facilities in accordance with the Existing Approvals and the Subsequent Approvals. Each Tentative Map and related approvals shall be set up to be a standalone “project” that is not dependent on any of the other Tentative Maps to move forward. Each Tentative Map and approvals shall factor in necessary offsite improvements and connections that will allow the adjacent tentative map or maps to proceed.

“*Project Approvals*” means the Existing Approvals and, when and as approved in accordance with the terms of this Agreement, the Subsequent Approvals. The Project Approvals shall include the Conditions of Approval.

“*Property*” is defined in Recital C.

“*Second Extension Term*” is defined in Section 3.2.2.

“*Subdivision Map Act*” means California Government Code sections 66410 through 66499.58, as it may be amended from time to time.

“*Subsequent Approvals*” is defined in Section 8.1.

“*Term*” is defined in Section 3.2.1.

ARTICLE 2.

LAFCO CONDITION; REPRESENTATIONS AND WARRANTIES

2.1 LAFCO Annexation. The Parties hereby acknowledge that pursuant to Government Code subsection 65865(b), this Agreement shall not become operative unless and until the Property is annexed to the City; provided, however, that the Parties’ obligations in this Section 2.1 shall be effective and binding on the Parties immediately upon the Effective Date. The Parties agree to cooperate diligently and in good faith to submit an annexation application to LAFCO as soon as practicable following the Effective Date. The Parties further agree that this Agreement shall automatically terminate if the Annexation Proceedings have not been successfully completed on or before the Annexation Deadline (defined below), and as a result of such termination this Agreement shall be entirely null and void. Subject to potential extension as provided herein, the “**Annexation**

Deadline” shall be December 31, 2026. The Annexation Deadline shall be subject to automatic extension in the event of Litigation Challenge as provided in Section 15.4.2 and may also be extended by mutual agreement of the Parties, each in its sole and absolute discretion. To avoid uncertainty, the Parties acknowledge that the action which must occur to successfully complete the Annexation Proceedings by the Annexation Deadline is issuance of the Certificate of Completion by LAFCO. The date upon which LAFCO issues such Certificate of Completion shall be the “**Annexation Date**”. In the event this Agreement is terminated or deemed terminated as a result of the inability or failure to successfully complete the Annexation Proceedings by the Annexation Deadline then, upon request by either Party, City and Developer shall execute, acknowledge and record in the Official Records a memorandum of termination memorializing the termination of this Agreement.

2.2 City Representations and Warranties. City represents and warrants to Developer that:

2.2.1 Corporate Formation and Powers. City is a municipal corporation, and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of City under this Agreement.

2.2.2 Duly Authorized. The execution and delivery of this Agreement and the performance of the obligations of City hereunder have been duly authorized by all necessary City Council action and all necessary approvals have been obtained.

2.2.3 Valid Obligation. This Agreement is a valid obligation of City and is enforceable in accordance with its terms.

The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.2 not to be true, immediately give written notice of such fact or condition to Developer.

2.3 Developer Representations and Warranties. Developer represents and warrants to City that:

2.3.1 Company Formation and Powers. Each Owner is duly organized, validly existing and in good standing under the laws of the State of California and is authorized to conduct business in California and has all necessary powers under the laws of the State of California to own property and in all other respects enter into and perform the undertakings and obligations of Developer under this Agreement.

2.3.2 Duly Authorized. The execution and delivery of this Agreement and the performance of the obligations of Developer hereunder have been duly authorized by all necessary corporate, partnership or company action and all necessary shareholder, member or partner approvals, as applicable, have been obtained.

2.3.3 Valid Obligation. This Agreement is a valid obligation of Developer and is enforceable in accordance with its terms.

2.3.4 Developer’s Property Interest. Developer has a legal or equitable interest in the parcels comprising the Property.

2.3.5 No Bankruptcy. Developer has not (a) made a general assignment for the benefit of creditors; (b) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Developer's creditors; (c) suffered the appointment of a receiver to take possession of all, or substantially all, of Developer's assets; (d) suffered the attachment or other judicial seizure of all, or substantially all, of Developer's assets; or (e) admitted in writing its inability to pay its debts as they come due.

The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.3 not to be true, immediately give written notice of such fact or condition to City.

ARTICLE 3. EFFECTIVE DATE AND TERM

3.1 Effective Date. The Effective Date of this Agreement ("**Effective Date**") shall be the later of (a) the date that is thirty (30) days after the date the Enacting Ordinance is adopted, or (b) the date this Agreement is fully executed by the Parties. Said date shall function as the Effective Date for purposes of this Agreement even if, as anticipated by the Parties, the Annexation Date occurs later. The Parties acknowledge that section 65868.5 of the Development Agreement Statute requires that this Agreement be recorded with the County Recorder no later than ten (10) days after the City enters into this Agreement, and that the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all permitted successors in interest to the Parties to this Agreement. The City Clerk shall cause such recordation.

3.2 Term.

3.2.1 Initial Term of Agreement. Subject to extension for Litigation Delay as provided in Section 15.4.2 below, the "**Initial Term**" of this Agreement shall commence on the Annexation Date and shall expire on the tenth (10th) anniversary of the Annexation Date, unless extended or earlier terminated as provided herein. As used herein "**Term**" means the Initial Term, plus any Extension Term (defined below).

3.2.2 Extension of Initial Term.

3.2.3 The Initial Term of this Agreement shall be extended by five (5) years following the expiration of the Initial Term ("**First Extension Term**"), provided that at the end of the Initial Term, Developer has completed the following milestones: (i) a site grading permit is obtained and grading pursuant to the permit has begun; (ii) trunk sanitary storm, sanitary sewer and water utility extensions into to the first development phase are complete, and (iii) up to 500 final mapped lots between all owners have been approved since the Effective Date.

3.2.4 The Term shall be further extended by (5) years ("**Second Extension Term**"), provided that at the end of the First Extension Term, Developer has completed the following milestones: (i) Obtained Small Lot Final Maps for 50% of the project, based on project total developable acreage, and (ii) up to 1,100 final mapped lots between all owners have been approved since the Effective Date.

3.2.5 The City shall only agree to an extension of the Initial Term if: (i) Developer is not, at the time, in Default of any of its obligations hereunder following notice and expiration of applicable cure periods; and (ii) Developer warranties and representations in Section 2.3 above continue to be true and correct.

3.2.6 Following the expiration of the Term, or the earlier completion of the development of the Project and satisfaction of all of Developer's obligations in connection therewith, this Agreement shall be deemed terminated and of no further force and effect.

3.2.7 Memorandum of Extension. If an Extension Term, First or Second, is agreed to pursuant to this Section, City and Developer shall execute, acknowledge, and record in the Official Records of San Joaquin County a memorandum evidencing approval of the Extension Term.

ARTICLE 4. DEVELOPMENT RIGHTS; APPLICABLE LAWS

4.1 Vested Rights. The Property is hereby made subject to the provisions of this Agreement. Developer shall have the vested right to develop the Property in accordance with and subject to the Existing Approvals, the Subsequent Approvals, Applicable Law and this Agreement, which shall control the permitted uses, density and intensity of use of the Property.

4.2 Applicable City Regulations. City and Developer acknowledge and agree that, per the Development Agreement Statute, City is restricted in its authority to limit its police power by contract and that the particular limitations, reservations, and exceptions set forth in this Agreement are intended to reserve to City those selected police powers that cannot be so limited. Notwithstanding the foregoing reservations and exceptions, it is the intent of City and Developer that this Agreement be construed to provide Developer with rights afforded by law, including but not limited to, the Development Agreement Statute. Therefore, the laws, rules, regulations, official policies, standards, and specifications of City applicable to the development of the Property and Project shall be, collectively, the following “**Applicable City Regulations**”:

4.2.1 Project Approvals and Agreement. Those rules, regulations, official policies, standards, and specifications of the City set forth in the Project Approvals and this Agreement;

4.2.2 City Rules as of Effective Date. With respect to matters not addressed by and not otherwise inconsistent with the Project Approvals and this Agreement, those laws, rules, regulations, official policies, standards and specifications (including City ordinances and resolutions) in force and effect on the Effective Date governing permitted uses, building locations, timing and manner of construction, densities, intensities of uses, heights (as set forth herein) and sizes, subdivisions and requirements for on- and off-site infrastructure and public improvements, including the City’s zoning development standards applicable to the Project and Property. In the event of a conflict between the City Rules described in this Section 4.2.2 and the Project Approvals or this Agreement, such conflict shall be resolved in favor of the Project Approvals or this Agreement;

4.2.3 Procedural Rules. New City Laws that relate to procedural matters involving hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations,

appeals and any other matter of procedure imposed at any time, provided such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

4.2.4 Building Codes. New City Laws that revise City's uniform construction codes, including City's building code, plumbing code, mechanical code, electrical code, fire code, grading code and other uniform construction codes, as of the date of permit issuance, provided, that such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties;

4.2.5 Public Health and Safety. New City Laws that are necessary to protect physical health and safety of the public; provided, that such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties;

4.2.6 New City Laws Not in Conflict. New City Laws that are not inconsistent with and do not limit or interfere with Developer's vested rights under this Agreement or the Project Approvals;

4.2.7 New City Laws Mandated by Changes in Applicable Law. New City Laws mandated by Changes in Applicable Law as provided in Section 4.5 below; and

4.2.8 Other New City Laws. New City Laws that do not apply to the Property and/or the Project due to the limitations set forth above, but which the Parties mutually agree in writing shall be incorporated into the Applicable City Regulations.

4.3 Life of Project Approvals. The term of any and all Project Approvals shall automatically be extended for the longer of the Term of this Agreement or the term otherwise applicable to such Project Approvals. Without limiting the generality of the foregoing, pursuant to the Subdivision Map Act, any vesting or tentative maps heretofore or hereafter approved in connection with development of the Project or the Property shall be extended for the Term (and may be subject to other extensions provided under the Subdivision Map Act). In the event that this Agreement is terminated prior to the expiration of the Term, the term of any Project Approval and the vesting period for any subdivision map approved as a Project Approval shall be the term otherwise applicable to the approval, which shall commence to run on the date that the Project Approval was issued. If upon expiration or earlier termination of this Agreement and the Project Approvals, Developer has not developed the entirety of the Property consistent with this Agreement and the Project Approvals, then the City Council, in its discretion, at any time may change the underlying and use designations or entitlements applicable to the parcels comprising such Property consistent with all Applicable Laws and procedures.

4.4 Timing of Development. City and Developer acknowledge that Developer cannot at this time predict what portions of the Project will be included within any phase of the Project, when or the rate at which the phases will be developed or the order in which each phase will be developed. Such decisions can depend upon numerous factors that are not within the control of Developer, such as market orientation and demand, interest rates, absorption rates of residential units, availability of financing and other similar factors. In particular, and not in any limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. The Town of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing

of development resulted in a later- adopted initiative restricting the timing of development prevailing over such parties' agreement, it is the desire to avoid that result by acknowledging that, except as otherwise provided for in this Agreement, Developer's vested rights under this Agreement include the right to develop the Property and the Project in such order and at such rate and at such times as Developer deems appropriate in the exercise of its discretion, subject to the terms, requirements and conditions of the Existing Approvals and this Agreement, including provisions addressing required phasing of on- and off-site public improvements.

4.5 Changes in Applicable Law. As provided in Section 65869.5 of the Development Agreement Law, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by (i) changes in State or Federal laws or (ii) any regional governmental agency that, due to the operation of State law (and not the act of City through a memorandum of understanding, joint exercise of powers authority, or otherwise that is undertaken or entered into following the Effective Date) ("**Changes in Applicable Law**"). In the event Changes in Applicable Law prevent or preclude compliance with one or more provisions of this Agreement, the Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in Applicable Law. Following the meeting between the Parties, the provisions of this Agreement may, to the extent legally feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with such Changes in Applicable Law. In such event, this Agreement together with any required modifications shall continue in full force and effect. Nothing in this Agreement shall preclude Developer from contesting by any available means (including administrative or judicial proceedings) such Changes in Applicable Law or their applicability to the Project.

ARTICLE 5. CITY FEES AND FEE CREDITS

5.1 **Impact Fees.** The PFF Impact Fees in effect on the Effective Date which are applicable to the Project are set forth and described in Exhibit F attached hereto and made a part hereof, and City may not increase any such fees or provide for additional Impact Fees for a period of 10 years from the Effective Date, except as may be provided in any Project Approvals or as otherwise permitted by this Agreement.

5.2 Other Applicable City Fees. Except as explicitly excluded by this Agreement, City may charge, and Developer agrees to pay, all Processing Fees, Connection Fees, and all pass- through fees collected by the City on behalf of other outside agencies, based on fee rates established by said outside agencies that are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

5.3 Fee Credits. To the extent Developer has earned PFF Credits for completed public improvements, City shall apply such accrued PFF Credits toward PFF Impact Fees payable by Developer until such PFF Credits are exhausted. Except as explicitly set forth in this Agreement, the application and administration of PFF Impact Fees to and for the Property shall be as set forth in the normally applicable requirements of the Stockton Municipal Code Section 16.72.260 and subject to separate reimbursement agreements per Owner that elects to process a small lot Final Map. Developer shall be eligible for a 50% parkland fee credit for total park design and construction of a park within the Project area in accordance with the adopted Public Facilities Fee Guidelines. The remaining 50% of

the Parkland fee is for acquiring land for parks, that would not be eligible for reimbursement, since the Developer is dedicating land for parks within the Project area as a community benefit as provided in Section 7.2.2 below.

5.4 Fees, Conditions and Dedications. Developer shall make only those dedications, comply with only those conditions, and pay only those fees expressly prescribed in this Agreement and the Project Approvals.

5.5 Processing Fees. City may charge Developer processing fees for land use approvals, building permits as they relate to plumbing, mechanical, electric, fire code permits, or other similar permits and entitlements that are in force and effect on a City-wide basis at the time those permits are applied for, provided that such processing fees are consistent with this Agreement and State law, that the fees do not discriminate against Developer, and that the fees reflect actual costs to provide such processing services in accordance with State law. The Parties acknowledge that City may increase or decrease such processing fees after the Effective Date subject to the City's procedures, codes and policies, and State law.

5.6 Police Power; Taxing Power. City shall not impose or enact any additional conditions, exactions, dedications, fees or regulations, through the exercise of either the police power or the taxing power, whether by direct City action or initiative or referendum, related to the development of the Project which are not in existence at the time of the Effective Date and as expressly permitted by this Agreement. The conditions, exactions, dedications, fees or regulations applicable to the Project as provided in the Project Approvals, or as provided in this Agreement, shall not be subject to modification or renegotiation by City as a result of an amendment to any of the Project Approvals or of this Agreement, or as a result of the filing of any new subdivision map, parcel map, Phased Map, Master Tentative Large Subdivision Map, Final Map or any re-subdivision of the Subject Property (including a merger or lot line adjustment or the creation of new lots); provided, however, that if the new map or re-subdivision of the properties increases the density of the Project, City may impose additional fees at the rates vested under this Agreement on the new units added by the new map or re-subdivision to address impacts of the additional density and to adjust for excess Fee Credits given on earlier homes.

ARTICLE 6. CFD FOR CAPITAL IMPROVEMENTS

6.1 CFD Formation. The Parties shall cooperate in good faith to establish a Community Facilities District consistent with the provisions of this Article 6, pursuant to the Mello-Roos Act and the City's Capital Financing and Debt Management Policy to fund major roads, sound walls, landscaping, traffic signals, sanitary sewer, water, drainage systems, stormwater basin and pump station, parks, public utilities, public access and bike path improvements and to provide an annual services special tax for each single-family residential unit in each of the improvement areas in the proposed new CFD consistent with this Agreement, the Project Approvals and Applicable Law. Subject to Section 5.3 herein, any public facilities that are included in the AB1600 nexus study used to establish the Public Facilities Fee Program and that are funded by a CFD shall be eligible for fee credit and/or reimbursement from the Public Facilities Program.

6.2 Funding for CFD Formation. Developer shall fund the analysis and preparation of a

Rate and Method of Apportionment (“RMA”) and formation documents for a Community Facilities District (Bear Creek South CFD 2025-___) (the “CFD”) consistent with the provisions of this Article 6. The Parties shall mutually agree upon the estimated cost of the RMA and formation documents before the commencement of the analysis.

6.3 Developer’s Cooperation and Consent. Regarding formation of a Community Facilities District consistent with the provisions of this Article 6 within this Agreement, Developer will (i) execute all necessary petitions and ballots and waive all election waiting and protest periods at City’s request; (ii) support City’s adoption of local policies related to use of said Community Facilities District financing; (iii) allow special tax liens to encumber the Property to accomplish the goals of the Community Facilities District; (iv) be deemed to have irrevocably consented to formation of the Community Facilities District, issuance of Community Facilities District bonds, and the imposition of a special tax against the Property at rates and pursuant to a method of apportionment appropriate to fund the debt service on any Community Facilities District bonds sold to finance the construction of the fire station; and (v) agree not to protest or object to formation of the Community Facilities District or levy of an appropriate special tax consistent therewith. As a condition of eligibility to form a Community Facilities District, Developer shall annex into Community Facilities District 2018-3 prior to recordation of any final map for small lot residential subdivision.

ARTICLE 7.

COMPLIANCE WITH LAWS; COMMUNITY BENEFITS

7.1 Compliance with Applicable Law. Developer, at its sole cost and expense, shall comply with requirements of, and obtain all permits and approvals required by Applicable Law, including requirements of regional, State and Federal agencies having jurisdiction over the Project.

7.2 Community Benefits. The Project will afford the City the following public benefits, which could not be secured from Developer in the absence of the Project and this Agreement:

7.2.1 The Project will generate short-term construction jobs related to the development of the Property and the Project, including Property grading, infrastructure and building construction, and long-term employment-generating uses in the industrial and office components of the Project, consistent with City objectives for creation of employment opportunities for residents.

7.2.2 The Project will dedicate the land (present day value of \$4,155,000) at no cost to the City, and will fund the design and construction of the four (4) neighborhood parks and a park that surrounds the central stormwater detention basin, in accordance with and subject to the Park Program attached hereto as **Exhibit E** and made a part hereof. Construction of any of the parks within an approved Final Map shall commence during site development. The actual timing and schedule to construct a park within a Final Map shall be agreed upon between Developer and City Community Development Director prior to Final Map Approval. The cost of designing and constructing the Project Parks shall be eligible for earned PFF Credits as provided herein and detailed in Section 5.3.

ARTICLE 8.

COOPERATION AND IMPLEMENTATION

8.1 Subsequent Approvals. Certain subsequent land use approvals, entitlements, and permits other than the Existing Approvals (collectively, “**Subsequent Approvals**”), will be necessary

or desirable for implementation of the Project. The Subsequent Approvals may include the following ministerial and discretionary applications and permits: amendments of the Existing Approvals, grading permits, building permits, sewer and water connection permits, certificates of occupancy, lot line adjustments, site plans, development plans, land use plans, building plans and specifications, parcel maps and/or subdivision maps, conditional use permits, design review, demolition permits, improvement agreements, encroachment permits, and any amendments to, or repealing of, any of the foregoing. In connection with any Subsequent Approval, the City shall exercise its discretion in accordance with Applicable Law, the Project Approvals and, as provided by this Agreement, including the reservations of authority set forth herein.

8.2 Processing Applications for Subsequent Approvals.

8.2.1 Processing Consistent with Vested Rights. With the Existing Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Applications for Subsequent Ministerial Approvals that are consistent with this Agreement and the Existing Approvals shall be processed and considered in a manner consistent with the vested rights granted by this Agreement and shall be deemed to be tools to implement those final policy decisions, and shall be approved by City in its reasonable discretion in a timely manner so long as they are consistent with this Agreement and the Existing Approvals. While City expressly reserves its discretion with respect to all Subsequent Discretionary Approvals, City agrees that it shall not use its authority in considering any application for a Subsequent Discretionary Approval to change the policy decisions reflected by the Existing Approvals, including changing the permitted uses of the Property, or otherwise to prevent development of the Project as set forth in the Existing Approvals.

8.2.2 City Discretion. Nothing herein shall limit the ability of City to require the necessary reports, analysis or studies to assist in determining that the requested Subsequent Ministerial Approval is consistent with this Agreement and the Existing Approvals. If the City determines in its reasonable discretion that an application for a Subsequent Ministerial Approval is not consistent with this Agreement or the Existing Approvals and should be processed as an application for a Subsequent Discretionary Approval rather than a Subsequent Ministerial Approval, the City shall specify in writing the reasons for such determination and may propose a modification which would be processed as a Subsequent Ministerial Approval. Developer shall then either modify the application to conform to this Agreement and the Existing Approvals, as the case may be, or the City shall process the application as an application for a Subsequent Discretionary Approval.

8.3 Project Requirements. Developer agrees to and shall comply with the project requirements, including, but not limited to, those described in the 15183 Consistency Checklist for the Bear Creek South Project approved by the City on _____, 2025 (and listed in **Exhibit C**). Developer shall include in all purchase and sales agreements for all or a portion of the Property a provision requiring the purchaser to comply with all applicable Project requirements.

8.4 Other Agency Subsequent Approvals; Authority of City. Other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. City shall cooperate with Developer, to the extent appropriate and as permitted by law, in Developer's efforts to obtain, as may be required, Other Agency Subsequent Approvals.

8.5 Condemnation. City agrees to use its statutory powers of eminent domain to acquire

all properties needed for rights of way to be located on properties other than the Property or for construction of the Infrastructure Improvements which are necessary for the development of the Project. Any such use of eminent domain by City shall be at Developer's sole cost and expense.

ARTICLE 9.
THIRD PARTY LEGAL CHALLENGE, IMDEMNITY AND INSURANCE

9.1 Cooperation in the Event of Legal Challenge.

9.1.1 Cooperation by Parties. City and Developer shall cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement or the Project Approvals (“**Litigation Challenge**”), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information.

9.1.2 Potential Joint Defense. If Developer desires to contest or defend a Litigation Challenge and the Parties determine to undertake a joint defense or contest of such Litigation Challenge: i) the Parties will cooperate in the joint defense or contest of such challenge; ii) Developer shall select the attorney(s) to undertake such defense, subject to City's approval, which shall not be unreasonably withheld; iii) Developer will take the lead role in defending such Litigation Challenge; iv) upon Developer's request, City shall enter into a joint defense agreement in a form reasonably acceptable to the City Attorney to facilitate the sharing of materials and strategies related to the defense of such Litigation Challenge without waiver of attorney client privilege; v) Developer shall reimburse City, within forty-five (45) days following City's written demand therefor, which may be made from time to time during the course of such litigation, all reasonable costs incurred by City in connection with the Litigation Challenge.

9.1.3 Potential Separate Defense. If Developer desires to contest or defend any Litigation Challenge and if at any time one or both of the Parties determine that they require separate representation: i) Developer shall take the lead role in defending such Litigation Challenge; ii) Developer shall be separately represented by legal counsel of its choice; iii) in any action or proceeding, City shall be separately represented by the legal counsel of its choice, with reasonable costs of such representation to be paid by Developer; iv) Developer shall reimburse City, within forty-five (45) days following City's written demand therefor, which may be made from time to time during the course of such litigation, all reasonable costs incurred by City in connection with the Litigation Challenge; and vi) upon Developer's request, City shall enter into a joint defense agreement in a form reasonably acceptable to the City Attorney to facilitate the sharing of materials and strategies related to the defense of such Litigation Challenge without waiver of attorney client privilege.

9.1.4 Cost Awards and Proposed Settlements. Developer shall indemnify, defend, and hold harmless City Parties from and against any damages, attorneys' fees or cost awards, assessed or awarded against City by way of judgment, settlement, or stipulation entered in connection with a Litigation Challenge. Any proposed settlement of a Litigation Challenge by a Party shall be subject to the approval of the other Party, such approval not to be unreasonably withheld, conditioned, or delayed. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement or any Project Approvals, the settlement shall not become effective unless such amendment or modification is approved by City in accordance with Applicable Law, and the City reserves its full

legislative discretion with respect thereto.

9.2 Indemnity. Developer shall indemnify, at City's request defend, and hold the City Parties harmless from and against any and all Claims arising directly as a result of Developer's acts, omissions, negligence or willful misconduct in connection with Developer's performance under this Agreement or arising directly as a result of Developer's (or Developer's contractors, subcontractors, agents, or employees) work performed in connection with the development of the Property or the Project, including without limitation, Claims involving bodily injury, death or property damage. Developer's indemnification obligations set forth in this Section shall not apply to the extent any such Claims are the result of the negligence or willful misconduct of any City Party.

9.3 Insurance. Prior to commencement of construction required within any public right-of-way, Developer shall procure and maintain, or cause its contractor(s) to procure and maintain, until the earlier of (a) the expiration of the Term; or (b) the completion of the Project, a commercial general liability policy in an amount not less than Five Million Dollars (\$5,000,000) combined single limit, including contractual liability together with a comprehensive automobile liability policy in the amount of Two Million Dollars (\$2,000,000), combined single limit. Such policy or policies shall be written on an occurrence form, so long as such form of policy is then commonly available in the commercial insurance marketplace and shall be placed with insurers with a current A.M. Best's rating of no less than A-: VII or a rating otherwise approved by the City in its sole discretion. If Developer desires to satisfy the foregoing insurance requirements through its contractor, then Developer shall require in its construction contract with the general contractor that said general contractor comply with all of the requirements of this Section 9.3. Developer or its contractor shall furnish at City's request appropriate certificate(s) of insurance evidencing the insurance coverage required hereunder, and City Parties shall be named as additional insured parties in such policies. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination ten (10) days advance notice in the case of cancellation for nonpayment of premiums) where the insurance carrier provides such notice to the Developer. Coverage provided hereunder by Developer, or its contractor shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City.

ARTICLE 10. ANNUAL REVIEW

10.1 Annual Review. As required by California Government Code Section 65865.1 and pursuant to Section 16.128.110 of the Development Agreement Ordinance, the City of Stockton Planning Commission shall review this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the Project every twelve (12) months at a duly noticed public hearing to determine good faith compliance with this Agreement ("**Annual Review**"). Specifically, the Annual Review shall be conducted for the purposes of determining good faith compliance with the terms and/or conditions of this Agreement, including compliance with the mitigation measures in Section 8.3 of this Agreement. Each Annual Review shall also document the status of Project development. In the event the Planning Commission recommends modification or termination of this Agreement in connection with such Annual Review, the action to effectuate such

modification or termination must be taken by City Council.

10.2 Failure to Conduct Annual Review. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

ARTICLE 11. MORTGAGEE PROTECTION

11.1 Mortgagee Protection. Neither entering into this Agreement nor a breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value. Nothing in this Agreement shall prevent or limit Developer, at its sole discretion, from granting one or more Mortgages encumbering all or a portion of Developer's interest in the Property or portion thereof or improvement thereon as security for one or more loans or other financing, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of Mortgagee who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Developer shall provide the City with a copy of the deed of trust or mortgage within ten (10) days after its recording in the official records of San Joaquin County; provided, however, that Developer's failure to provide such document shall not affect any Mortgage, including without limitation, the validity, priority or enforceability of such Mortgage.

11.2 Mortgagee Not Obligated. No Mortgagee (including one who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall have any obligation to construct or complete construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any use except in full compliance with this Agreement and the other Project Approvals nor to construct any improvements thereon or institute any uses other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals. Except as otherwise provided in this Section 11.2, all of the terms and conditions contained in this Agreement and the other Project Approvals shall be binding upon and effective against and shall run to the benefit of any person or entity, including any Mortgagee, who acquires title or possession to the Property, or any portion thereof.

11.3 Notice of Default to Mortgagee. If City receives a notice from a Mortgagee requesting a copy of any Notice of Default given Developer hereunder and specifying the address for service thereof, then City agrees to use its diligent, good faith efforts to deliver to such Mortgagee, concurrently with service thereon to Developer, any Notice of Default given to Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of Default claimed or the areas of noncompliance set forth in City's Notice of Default. If a Mortgagee is required to obtain possession in order to cure any Default, the time to cure shall be tolled so long as the Mortgagee is attempting to obtain possession, including by appointment of a receiver or foreclosure, but in no event may this period exceed 120 days from the date the City delivers the Notice of Default to Developer.

11.4 No Supersedure. Nothing in this Article 11 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision or public improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any

provision of this Article 11 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 11.3.

ARTICLE 12. AMENDMENT OF AGREEMENT AND PROJECT APPROVALS

12.1 Amendment by Written Consent. Except as otherwise expressly provided herein (including Article 10 relating to City's annual review and Article 14 relating to termination in the event of a breach), this Agreement may be terminated, modified, or amended only by mutual written consent of the Parties hereto or their successors in interest or assignees and in accordance with the provisions of Government Code sections 65967, 65867.5 and 65868, and City Municipal Code Section 16.128.

12.2 Major Modifications to Agreement. Any amendment to this Agreement which affects or relates to (a) the Term; (b) permitted uses of the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms restrictions or requirements for subsequent discretionary actions; (e) the type, location, density and intensity of the use of the Property or the maximum height or size of proposed buildings; or (f) providing of community benefits by Developer, shall be deemed a "**Major Modification**" and shall require giving of notice and a public hearing before the Planning Commission and City Council. Any amendment which is not a Major Modification shall be deemed a "**Minor Modification**" and shall not, except to the extent otherwise required by Applicable Law, require notice of public hearing before the Parties may execute an amendment hereto. The City Manager or his or her designee shall have the authority to determine if an amendment is a Major Modification or a Minor Modification.

12.3 Minor Modifications. The City Manager or his or her designee shall have the authority to review and approve amendments to this Agreement provided that such amendments are not Major Modifications. No public notice shall be required for a Minor Modification.

12.4 Requirement for Writing. No modification, amendment, or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing which refers expressly to this Agreement and is signed by duly authorized representatives of both City and Developer.

ARTICLE 13. ASSIGNMENT

13.1 General. Because of the necessity to coordinate development of the entirety of the Property pursuant to plans for the Project, certain restrictions on the right of Developer to assign or transfer its interest under this Agreement with respect to the Property, or any portion thereof, are necessary in order to assure the achievement of the goals, objectives and public benefits of the Project and this Agreement. Developer agrees and accepts the restrictions set forth in this Article 13 as reasonable and as a material inducement to City to enter into this Agreement.

13.2 Notice of Assignment. Developer shall provide the City with written notice of any proposed transfer or assignment of Developer's rights or obligations hereunder (each, an "**Assignment**") at least thirty (30) days prior to such Assignment. Each such notice of proposed Assignment shall be accompanied by evidence of the corporate, limited liability company or other legal entity's existence and good standing and a proposed form of Assignee's assumption of Developer's

obligations hereunder substantially in the form of **Exhibit D** attached hereto and made a part hereof (the “**Assignment and Assumption Agreement**”), which would be recorded in the Official Records of San Joaquin County concurrent with the transfer. Developer shall pay the actual costs borne by City in connection with its review of the proposed Assignment, including the costs incurred by the City Attorney’s Office.

13.3 Assignment Processing. Notwithstanding any other limitations in this Article 13, Developer may, upon provision of Notice, execution of an Assignment and Assumption Agreement documenting such Assignment in accordance with Section 13.2, and provision of evidence of entity formation and good standing, at any time, assign its rights and obligations under this Agreement with respect to all or any portion of the Property without the consent of City to any person, partnership, joint venture, firm, company, corporation or other entity (any of the foregoing, an “**Assignee**”) acquiring all or a portion of the Property.

13.4 Release of Transferring Developer. Upon a transfer of all or a portion of the Property, Developer shall be released from any further liability or obligations hereunder with respect to the portion so transferred and the Assignee shall be deemed to be the Developer under this Agreement with respect to such transferred Property as specified in the Assignment and Assumption Agreement provided: (i) neither Developer nor Assignee is in default under this Agreement at the time of such transfer; (ii) Developer and Assignee have executed and acknowledged and delivered to City for recordation in the Official Records of the County an Assignment and Assumption Agreement substantially in the form of **Exhibit D** attached hereto and made a part hereof; and (iii) the Assignee has expressly assumed for the benefit of City the obligations of Developer as to the portion of the Property so transferred. No release of Developer shall be effective unless and until each of the above conditions have been met. Notwithstanding anything to the contrary contained in this Agreement, if an Assignee Defaults under this Agreement, such Default shall not constitute a Default by Developer (or any other Assignee) with respect to any other portion of the Property hereunder and shall not entitle City to terminate or modify this Agreement with respect to such other portion of the Property.

13.5 Partial Assignment. Subject to the limitations set forth in this Article 13, in the event of a transfer of a portion of the Property, Developer shall have the right to assign its rights, duties and obligations under this Agreement that are applicable to the transferred portion, and retain all rights, duties and obligations applicable to the retained portions of the Property. Upon Developer’s request, City, at Developer’s expense, shall cooperate with Developer and any proposed Assignee to allocate rights, duties and obligations under this Agreement and the Project Approvals between the assigned portion of the Property and the retained Property. Assignee shall succeed to the rights, duties and obligations of Developer only with respect to the parcel or parcels, or portion of the Property so purchased, transferred, ground leased or assigned, and Developer shall continue to be obligated under this Agreement with respect to any remaining portions of the Property retained by Developer and not assigned.

13.6 Successive Assignment. In the event there is more than one Assignment under the provisions of this Article 13, the provisions of this Article 13 shall apply to each successive Assignment and Assignee.

13.7 Other Permitted Transfers. The provisions in this Article 13 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements or licenses or modifying existing easements to facilitate development of the Property consistent with the Project Approvals; (ii)

encumbering the Property or any portion hereof or of the improvements thereon by a Mortgage securing financing with respect to the Property or Project; or (iii) transferring all or a portion of the Property pursuant to a foreclosure, conveyance in lieu of foreclosure, or other remedial action in connection with a Mortgage, or to any transferee from a Mortgagee or owner of the Property upon foreclosure or after a conveyance in lieu of foreclosure.

13.8 Failure to Notify City not Grounds for Default. Any sale, assignment, transfer, ground lease, or conveyance not made in substantial compliance with this Article shall not constitute a default by Developer or any Assignee under this Agreement, provided, however, that City may refuse to issue permits or other entitlements to such purchaser, Assignee, or transferee until a copy of the Assignment and Assumption Agreement is received by City.

ARTICLE 14. DEFAULT; REMEDIES; TERMINATION

14.1 Breach and Default. Subject to Permitted Delays or by mutual consent in writing, and except as otherwise provided by this Agreement, breach of, failure, or delay by either Party to perform any term or condition of this Agreement shall constitute a “**Default.**” In the event of any alleged Default of any term, condition, or obligation of this Agreement, the Party alleging such Default shall give the defaulting Party notice in writing specifying the nature of the alleged Default and the manner in which the Default may be satisfactorily cured (“**Notice of Breach**”). The defaulting Party shall cure the Default within thirty (30) days following receipt of the Notice of Breach, provided, however, if the nature of the alleged Default is non-monetary and such that it cannot reasonably be cured within such thirty (30) day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter at the earliest practicable date, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be provided. If the alleged failure is cured within the time provided above, then no Default shall exist and the noticing Party shall take no further action to exercise any remedies available hereunder. If the alleged failure is not cured, then a Default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available under this Agreement. Further, as provided in Section 13.6 above, following transfer of all or any portion of the Property and an assignment or a partial assignment of this Agreement to an Assignee, a Default by such Assignee under this Agreement shall not constitute a Default by Developer (or any other Assignee) and shall not entitle City to terminate or modify this Agreement with respect to any portion of the Property retained by Developer.

14.2 Withholding of Permits. In the event of a Default by an individual Owner (where the determination of such Default has been made by the City Council based on substantial evidence presented at a noticed public hearing), City shall have the right to refuse to issue any permit or other Subsequent Approvals to which the individual Owner that is in default would otherwise have been entitled pursuant to this Agreement until such Default is cured. This provision is in addition to and shall not limit any actions that City may take to enforce the conditions of the Project Approvals.

14.3 Termination. In the event of a Default by a Party, the non-defaulting Party shall have the right to terminate this Agreement upon giving notice of intent to terminate pursuant to Government Code section 65868 and regulations of City implementing such section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review in the manner set forth in Government Code section 65867 and City regulations implementing said section. Following consideration of the evidence presented in said review before the City Council, a Party alleging Default

by the other Party may give written notice of termination of this Agreement to the other Party. Termination of this Agreement shall be subject to the provisions of Section 14.9. Where Developer is the defaulting Party and Developer has previously conveyed portions of the Property and partially assigned this Agreement to one or more third party transferees, City's right to terminate this Agreement shall be limited to those portion(s) of the Property then owned by Developer.

14.4 Specific Performance for Violation of a Condition. If City issues a Project Approval pursuant to this Agreement in reliance upon a specified condition being satisfied by Developer in the future, and if Developer then fails to satisfy such condition, City, in addition to its other rights and remedies available under public improvement agreements, performance bonds or other instruments, shall be entitled to specific performance for the purpose of causing Developer to satisfy such condition.

14.5 Legal Actions.

14.5.1 Institution of Legal Actions. In addition to any other rights or remedies and subject to the limitation of damages in Section 14.7, a Party may institute legal action to cure, correct or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the purpose of this Agreement. Any such legal action shall be brought in the Superior Court for San Joaquin County, California, except for actions that include claims in which the Federal District Court for the Eastern District of the State of California has original jurisdiction, in which case the Eastern District of the State of California shall be the proper venue.

14.5.2 Acceptance of Service of Process. In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Clerk of City or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made by personal service upon Rob Mitchell, Greenlaw Development, LLC, who is an agent of Developer for service of process, or in such other manner as may be provided by law.

14.6 Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party, except as otherwise expressly provided herein.

14.7 No Money Damages. In no event shall a Party, or its boards, commissions, officers, agents or employees, be liable in money damages, including without limitation, actual, consequential or punitive damages, for any Default under this Agreement. It is expressly understood and agreed that the sole legal remedy available to a Party for a breach or violation of this Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement including, but not limited to, obligations to pay attorneys' fees and obligations to advance monies or reimburse monies. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein

contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

14.8 Surviving Provisions. In the event this Agreement is terminated, neither Party shall have any further rights or obligations hereunder, except for those obligations of City and Developer set forth in Sections 9.1 and 9.2.

ARTICLE 15. MISCELLANEOUS PROVISIONS

15.1 Incorporation of Recitals, Exhibits and Introductory Paragraph. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and the Exhibits attached hereto are incorporated into this Agreement as if fully set forth herein.

15.2 Covenants Binding on Successors and Assigns and Run with Land. Except as otherwise more specifically provided in this Agreement, this Agreement and all of its provisions, rights, powers standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code Section 65868.5.

15.3 Notice. Any notice, demand, or request which may be permitted, required or desired to be given in connection herewith shall be given in writing and directed to the City and Developer as follows:

If to the City: City Clerk
 City of Stockton
 425 N. El Dorado St, 1st Floor
 Stockton, CA 95202
 Telephone: (209) 937-8458
 Email: City.Clerk@StocktonCA.gov

with copies to: City Manager
 City of Stockton
 425 N. El Dorado St, 2nd Floor
 Stockton, CA 95202
 Telephone: (209) 937-8212
 Email: City.Manager@StocktonCA.gov

and: City Attorney
 City of Stockton
 425 N. El Dorado St, 1st Floor
 Stockton, CA 95202
 Telephone: (209) 937-8333
 Email: City.Attorney@StocktonCA.gov

and Community Development Director
 City of Stockton
 345 N. El Dorado Street
 Stockton, CA 95202
 Telephone: (209) 937-8561
 Email: _____

If to Developer:

with a copy to:

Notices are deemed effective if delivered by: (a) certified mail, return receipt requested; (b) commercial courier, with delivery to be effective upon verification of receipt; or (c) email, upon actual receipt at the email addresses listed above. Any Party may change its respective address for notices by providing written notice (including email) of such change to the other Parties.

Permitted and Litigation Related Delays.

15.4.1 Permitted Delay. Performance by either Party of an obligation hereunder shall be excused during any period of “**Permitted Delay.**” Permitted Delay shall mean delay beyond the reasonable control of a Party caused by (a) calamities, including without limitation earthquakes, floods, and fire; (b) civil commotion; (c) riots or terrorist acts; (d) strikes or other forms of material labor disputes; (e) shortages of materials or supplies; (f) vandalism; or (g) large scale public health crisis.

A Party’s financial inability to perform or obtain financing generally shall not be grounds for claiming a Permitted Delay. The Party claiming a Permitted Delay shall notify the other Party of its intent to claim a Permitted Delay, the specific grounds of the same and the anticipated period of the Permitted Delay within thirty (30) business days after the occurrence of the conditions which establish the grounds for the claim. If notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. The period of Permitted Delay shall last no longer than the conditions preventing performance. In no event shall any Permitted Delay extend the Term of this Agreement.

15.4.2 Litigation Delay. If, as a result of a Litigation Challenge, the Annexation Proceedings cannot be completed by the initial Annexation Deadline of two years following the Agreement Date as specified in Section 2.1 above, then the Annexation Deadline shall be extended for

the period of the Litigation Challenge but in no event more than 12 months beyond the initial Annexation Deadline as specified in Section 2.1. If, following the Annexation Date, this Agreement or any of the Existing Approvals are still not Final as a result of a Litigation Challenge (a “**Litigation Delay**”), then the Initial Term of this Agreement and the time within which each Party shall be required to perform any act under this Agreement shall be extended by the period of time between the Annexation Date and the date on which the Existing Approvals and this Agreement all become Final, subject to an outside date that is 36 months after the Annexation Date, at which point there shall be no further extension of the Term as a result of any Litigation Delay, unless approved by the City Council in its sole, absolute discretion.

15.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.6 Waivers. Notwithstanding any other provision in this Agreement, any failures or delays by any Party in asserting any of its rights and remedies under this Agreement shall not operate as a waiver of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. A Party may specifically and expressly waive in writing any condition or breach of this Agreement by the other Party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. Consent by one Party to any act by the other Party shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

15.7 Construction of Agreement. All Parties have been represented by counsel in the preparation and negotiation of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) “shall,” “will,” or “agrees” are mandatory, and “may” is permissive; (d) “or” is not exclusive; (e) “includes” and “including” are not limiting; and (f) “days” means calendar days unless specifically provided otherwise.

15.8 Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

15.9 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case any Party may terminate this Agreement by providing written notice thereof to the other Party.

15.10 Time is of the Essence. Time is of the essence of this Agreement. All references to time in this Agreement shall refer to the time in effect in the State of California.

15.11 Extension of Time Limits. The time limits set forth in this Agreement may be extended by mutual consent in writing of the Parties in accordance with the provisions of this Agreement.

15.12 Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City.

15.13 Entire Agreement. This Agreement (including all exhibits attached hereto, each of which is fully incorporated herein by reference), integrates all of the terms and conditions mentioned herein or incidental hereto, and constitutes the entire understanding of the Parties with respect to the subject matter hereof, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, representations, and statements are terminated and superseded by this Agreement.

15.14 Estoppel Certificate. Developer or its lender may, at any time, and from time to time, deliver written notice to the City requesting the City to certify in writing that: (a) this Agreement is in full force and effect; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) Developer is not in Default of the performance of its obligations, or if in Default, to describe therein the nature and extent of any such Defaults. Developer shall pay, within thirty (30) days following receipt of City's invoice, the actual costs borne by City in connection with its review of the proposed estoppel certificate, including the costs expended by the City Attorney's Office in connection therewith. The Community Development Director shall be authorized to execute any certificate requested by Developer hereunder. The form of estoppel certificate shall be in a form reasonably acceptable to the City Attorney. The Community Development Director shall execute and return such certificate within thirty (30) days following Developer's request therefor. Developer and City acknowledge that a certificate hereunder may be relied upon by tenants, assignees, investors, partners, bond counsel, underwriters, bond holders and Mortgagees. The request shall clearly indicate that failure of the City to respond within the thirty-day period will lead to a second and final request. Failure to respond to the second and final request within fifteen (15) days of receipt thereof shall be deemed approval of the matters set forth in the estoppel certificate.

15.15 Termination of Agreement. This Agreement shall terminate upon the expiration of the Term as provided in Section 3.2 above. In addition, when any portion of the Property has been fully developed and all of Developer's obligations in connection therewith are satisfied, as reasonably determined by the City, and all final inspections have been issued, this Agreement shall be automatically terminated as to such portion of the Property. Without limiting the generality of the foregoing, this Agreement shall automatically terminate with respect to a residential lot on which a residence has been constructed upon the issuance of a certificate of occupancy therefor. Upon termination of this Development Agreement with respect to the entire Property or any portion therein, as the case may be, and upon Developer's request, City shall record a written statement acknowledging such completion or termination, which shall be recorded by City in the Official Records of San Joaquin County.

15.16 City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise.

15.17 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that no Party to this Agreement is acting as the agent of any other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of the City, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise.

15.18 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the signatory Parties and their successors and assigns, including Mortgagees. No other person shall have any right of action based upon any provision in this Agreement.

15.19 Standard for Consents and Approvals. In cases where the written consent or approval of a party is required hereunder and a standard of review and/or timeline for the granting or withholding of such consent or approval is not set forth, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

15.20 Governing State Law. This Agreement shall be construed in accordance with the laws of the State of California, without reference to its choice of law provisions.

15.21 Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

Exhibit A-1: Property Description

Exhibit A-2: Site Map

Exhibit B: Conditions of Approval

Exhibit C: Project Requirements

Exhibit D: Form of Assignment and Assumption Agreement

Exhibit E: Bear Creek South Parks Program

Exhibit F: List of Impact Fees

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF STOCKTON,
a California municipal corporation

By: _____

[Signature must be notarized]

ATTEST:

By: _____
Katherine Roland, City Clerk

APPROVED AS TO FORM:

By: _____
Lori Asuncion, City Attorney

DEVELOPER:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

[Signatures must be notarized]

EXHIBIT A-1

[Property Description – To be Inserted]

EXHIBIT A-2

[Site Map – To be Inserted]

EXHIBIT B

[Conditions of Approval (Arnaiz) – To be Inserted]

[Conditions of Approval (Klein) – To be Inserted]

[Conditions of Approval (Tri Pointe Homes) – To be Inserted]

EXHIBIT C

[Project Requirements/MMRP – To be Inserted]

EXHIBIT D

FORM ASSIGNMENT AND ASSUMPTION AGREEMENT

City of Stockton)
 425 N. El Dorado St, 1st Floor)
 Stockton , CA 95202)
 Attention: City Clerk)
 Record for the Benefit of)
 The City of Stockton)
Pursuant to Government Code)
Section 27383)

(Space Above This Line for Recorder's Use Only)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment Agreement") is entered into as of the ____ day of _____, 20__, by and among Greenlaw Development, LLC, a California limited liability company, ("Assignor"), _____, a _____ ("Assignee"), and the City of Stockton, a municipal corporation ("City").

RECITALS

A. Assignor has entered into a Development Agreement with City effective _____ (Recorder's Document No. _____) ("Development Agreement"), to facilitate the development and use of that certain real property consisting of approximately 120 acres within the City of Stockton, County of San Joaquin, State of California, which is legally described in Exhibit A-1 to the Development Agreement and shown on the map attached to the Development Agreement as Exhibit A-2 ("Site"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement.

B. Assignor is the fee owner of the Site, designated as APNs _____, more particularly described in Attachment 1 attached hereto and incorporated herein ("Property").

C. Assignor desires to transfer its interest in the Property to Assignee concurrently with execution of this Assignment Agreement and Assignee desires to so acquire such interest in the Property from Assignor.

D. Article 13 of the Development Agreement provides that Assignor may assign its rights and obligations under the Development Agreement to another party, provided that the Assignor shall have provided to City at least thirty (30) days prior written notice and provided

that the assignor and the assignee document the assignment in an agreement substantially in the form of this Assignment Agreement.

E. Assignor has provided the required written notice to City of its intent to enter into an assignment and assumption agreement as required by Section 13.2 of the Development Agreement.

F. Assignor desires to assign to Assignee and Assignee desires to assume all rights and obligations of Assignor under the Development Agreement [*or describe portion of rights and obligations assigned in case of partial assignment*]. Upon execution of this Assignment Agreement and transfer to Assignee of legal title to the Property, Assignor desires to be released from any and all obligations under the Development Agreement with respect to the Property.

A G R E E M E N T

NOW, THEREFORE, Assignor, Assignee and City hereby agree as follows:

1. Assignment by Assignor. Assignor hereby assigns, transfers and grants to Assignee, and its successors and assigns, all of Assignor's rights, title and interest and obligations, duties, responsibilities, conditions and restrictions under the Development Agreement with respect to the Property (collectively, "Rights and Obligations").

2. Acceptance and Assumption by Assignee. Assignee, for itself and its successors and assigns, hereby accepts such assignment and assumes all such Rights and Obligations, whether accruing before or on or after the Assignment Agreement Effective Date (defined in Section 16 below). Assignee agrees, expressly for the benefit of City, to comply with, perform and execute all of the Rights and Obligations of Developer with respect to the Property arising from or under the Development Agreement.

3. Release of Assignor. Assignee and City hereby fully release Assignor from all Rights and Obligations. Both Assignor and Assignee acknowledge that this Assignment Agreement is intended to fully assign all of Assignor's Rights and Obligations to Assignee, and it is expressly understood that Assignor shall not retain any Rights and Obligations whatsoever with respect to the Property.

4. Substitution of Assignor. Assignee hereafter shall be substituted for and replace Assignor in the Development Agreement with respect to the Property. Whenever the term "Developer" appears in the Development Agreement with respect to the Property, it shall hereafter mean Assignee.

5. Assignor and Assignee Agreements, Indemnifications and Waivers.

a. Assignee represents and warrants to City as follows:

(i) Assignee is a _____ duly formed within and in good standing under the laws of the State of _____. The copies of _____

the documents evidencing the formation of Assignee, which have been delivered to City, are true and complete copies of the originals, as amended to the date of this Assignment Agreement. Assignee has full right, power and lawful authority to undertake all obligations as provided herein and the execution, performance and delivery of this Assignment Agreement by Assignee has been fully authorized by all requisite actions on the part of Assignee.

- (ii) Assignee's execution, delivery and performance of its obligations under this Assignment Agreement will not constitute a default or a breach under any contract, agreement or order to which Assignee is a party or by which it is bound.
- (iii) Assignee has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Assignee's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Assignee's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Assignee's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.
- (iv) As of the Assignment Agreement Effective Date, Assignee will own fee simple title to the Property.

b. Assignor and Assignee hereby acknowledge and agree that the City has not made, and will not make, any representation or warranty that the assignment and assumption of the Development Agreement provided for hereunder will have any particular tax implications for Assignor or Assignee.

c. Assignor and Assignee each hereby waives and releases and each hereby agrees to indemnify and hold City harmless from any and all damages, liabilities, causes of action, claims or potential claims against City (including attorneys' fees and costs) arising out of this Assignment Agreement.

d. Assignor acknowledges and agrees that the Rights and Obligations with respect to the Property have been fully assigned to Assignee by this Assignment Agreement and, accordingly, that Assignee shall have the exclusive right to assert any claims against City with respect to such Rights and Obligations. Accordingly, without limiting any claims of Assignee under the Development Agreement, Assignor hereby waives any claims or potential claims by Assignor against City to the extent arising solely out of the Rights and Obligations with respect to the Property.

6. Development Agreement in Full Force and Effect. Except as specifically provided herein with respect to the assignment, all the terms, covenants, conditions and

provisions of the Development Agreement are hereby ratified and shall remain in full force and effect.

7. Recording. Assignor shall cause this Assignment Agreement to be recorded in the Official Records of San Joaquin County, California, and shall promptly provide conformed copies of the recorded Assignment Agreement to Assignee and City.

8. Successors and Assigns. Subject to the restrictions on transfer set forth in the Development Agreement, all of the terms, covenants, conditions and provisions of this Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns, pursuant to Article 13 and Section 15.2 of the Development Agreement.

9. Assignee Address for Notices. The address of Assignee for the purpose of notices, demands and communications under Section 15.3 of the Development Agreement shall be:

Attention: _____
Telephone: _____

With a copy to:

Attention: _____
Telephone: _____

10. Applicable Law/Venue. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to its choice of law provisions. Any legal actions under this Assignment Agreement shall be brought only in the Superior Court of the County of San Joaquin State of California.

11. Interpretation. All parties have been represented by counsel in the preparation and negotiation of this Assignment Agreement and this Assignment Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Assignment Agreement. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

12. Headings. Section headings in this Assignment Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Assignment Agreement.

13. Severability. Except as otherwise provided herein, if any provision(s) of this Assignment Agreement is (are) held invalid, the remainder of this Assignment Agreement shall not be affected, except as necessarily required by the invalid provisions, and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

14. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties to this Assignment Agreement had executed the same counterpart.

15. City Consent. City is executing this Assignment Agreement for the limited purpose of consenting to the assignment and assumption and clarifying that there is privity of contract between City, on the one hand, and Assignee on the other, with respect to the Development Agreement.

16. Effective Date. The Effective Date of this Assignment Agreement shall be the date upon which Assignee obtains fee title to or a ground lease for the Property and Assignor delivers evidence of the transfer to City ("Assignment Agreement Effective Date"). For the purposes of this Section, the evidence of transfer shall consist of a duly recorded deed or ground lease, and title report.

[SIGNATURES FOLLOW ON SEPARATE PAGES]

IN WITNESS WHEREOF, Assignor, Assignee and City have entered into this Assignment Agreement as of the date first above written.

ASSIGNOR

_____, a

By: _____
Name: _____
Its: _____
[Signature must be notarized]

By: _____
Name: _____
Its: _____
[Signature must be notarized]

ASSIGNEE

_____, a

By: _____
Name: _____
Its: _____
[Signature must be notarized]

By: _____
Name: _____
Its: _____
[Signature must be notarized]

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY
CITY OF STOCKTON, a municipal corporation

By: _____
_____, City Manager
[Signature must be notarized]

ATTEST:

By: _____
Katherine Roland, City Clerk

APPROVED AS TO FORM:

By: _____
Lori Asuncion, City Attorney

EXHIBIT E

PARKS PROGRAM

**BEAR CREEK SOUTH
Stockton, California**

PARKS PROGRAM

(May 22, 2024, Updated October 29, 2024)

Background

The City of Stockton provided “park” comments on the 3 Tentative Maps that make up the Bear Creek South Residential Project in May of 2024. The following comment was noted on each map and the Bear Creek South Park Program has been prepared to address this particular city comment:

“As a reminder: Any Areas shown to be “Park” will be expected to have park amenities including but not limited to:

- A Playground/s
- Pathway Lighting
- Drinking Fountain
- Trash Receptacles
- Benches
- Picnic Facilities
- Sport Courts
- Trees
- Turf and Other Landscaping”

Bear Creek South Parks Program - Introduction

The following information has been prepared to identify the parks program ideas behind the future planning and design of multiple parks within the project site known as the Bear Creek South (BCS) Residential Project (“Project”). This project area is approximately 504 acres in size and will include approximately 2,241 single family residential units and a series of parks located throughout the project area.

The park plan includes an approximately 4.7-acre “Central” Park adjacent to the primary detention basin which is approximately 5.0 acres in size and centrally located, and surrounding these two facilities is an approximately 4.9-acre “Northwest” Park (Arnaiz); an approximately 7.7-acre “Northeast” Park (Klein and TPH); an approximately 4.9-acre “Southeast” Park (TPH); and an approximately 5.5-acre “Southwest” Park (Klein).

In addition, to the Parks, there will be a series of streets with an enhanced right of way to accommodate a pedestrian “wellness walk”. These “wellness walks” will tie the passive Central Park to the four (4) surrounding parks which each will have a unique set of park amenities to encourage movement throughout the project area and use of the parks.

Future planning and design of multiple parks within the project site known as Bear Creek South will be the responsibility of the respective developers, including the subsequent park and open space improvements.

Per the City of Stockton Development Code, the following Traditional Park Needs formula identifies the required Park Acreage for the Bear Creek South Project:

Park and Open Space	Formula	BCS Numbers	X = Needed Acreage
Traditional Park Needs per Development Code	$X = 0.003(UP)$	U = Number of Units P = Residents per Unit 2,241 x 3.13	21
Non-Traditional Area (Open Space)	$X = 0.002 (UP)$	U = Number of Units P = Residents per Unit 2,241 x 3.13	14

The Bear Creek South Project includes the following traditional park facilities:

Parks	Upper Area	Lower Park Area / Seasonal Shallow Basin	Total Park Acreages
Central Park	4.7	0	4.7
Northwest Park	2.9	2.0	4.9
Northeast Park	4.4	3.3	7.7
Southeast Park	2.7	2.2	4.9
Southwest Park	3.5	2.0	5.5
Total Park Acreages	18.2	9.5	27.7

A linear open space area along Bear Creek provides 22.3 acres of Open Space.

In summary, the Bear Creek South Project provides the following traditional and non-traditional park space:

CITY	BCS PROJECT	CITY	BCS PROJECT
Needed Traditional Park Per Development Code	Provided Traditional Park	Needed Non-Traditional Area	Provided Non-Traditional Area Thru OS/Bear Creek
21.0	27.7	14.0	22.3

Description of Park Uses by Park

Central Park – Passive Amenities

The Central Park will be programmed as a passive park, with more active amenities programmed for the other 4 surrounding parks. The Central Park storm basin is not suitable for use, however the basin will be planted with basin-appropriate shrubs and trees, to give it more of a native look to complement the passive uses within the Central Park. The Central Park perimeter will have some grass and a perimeter path, with benches and game tables, and space to throw a frisbee or have a picnic on the grass.

Southwest and Northeast Parks – Sports Related Amenities

The Northeast and Southwest Parks will be active with a sports/fitness focus. Their dimensions, with their rectangular shapes, make them more suited for sports-related fields that can be utilized for pickup games as well as kids' soccer practice.

Northwest and Southeast Parks – Gathering Areas with related Amenities

The Northwest and Southeast would be destinations for kids' playdates and birthday parties and walking your dog with a friend.

The table below identifies a list of uses for consideration within each of the parks discussed above.

BEAR CREEK SOUTH PARK PROGRAM

Proposed Amenities and Locations

Passive	Active – Sports/Fitness		Active – Gathering	
<i>Central Park</i>	<i>Northeast Park</i>	<i>Southwest Park</i>	<i>Northwest Park</i>	<i>Southeast Park</i>
<ul style="list-style-type: none"> • Perimeter Path • Benches • Game Tables • Entry Features Adjacent to Main Road • Natural landscaping within portion of basin (location to be determined with input from engineers) 	<ul style="list-style-type: none"> • Soccer Field • Pickle Ball Courts • Basketball Courts • Benches 	<ul style="list-style-type: none"> • Entry Feature Adjacent to Main Road • Basketball Courts • Soccer Field • Benches • Disk Golf Baskets 	<ul style="list-style-type: none"> • Playground • Passive Turf Area • Picnic Tables with Shade Structure • Benches 	<ul style="list-style-type: none"> • Passive Turf Area • Dog Park • Tot Lot • Entry Statement Along Main Road • Playground • Picnic Tables with Shade Structure

Note: Other amenities will be included as needed, including but not limited to, drinking fountains, landscaping (including trees), trash receptacles, and path lighting.

EXHIBIT F

List of FY 2025/26 Public Facility Fees

EXHIBIT F
Public Facility Fees
Air Quality
(209) 937-8270

EXHIBIT 1

FY 2025-26 Adopted Fee Schedule

<i>Account #</i>	<i>Effective Date</i>	<i>Description</i>	<i>Amount</i>
Non-Residential			
5540-000-444000-310-322-00-55-901009	7/1/2025	Office/High Density (per 1,000 sq. ft.)	\$329.00
5540-000-444000-310-322-00-55-901009	7/1/2025	Retail/Medium Density (per 1,000 sq. ft.)	\$689.00
5540-000-444000-310-322-00-55-901009	7/1/2025	Warehouse/Low Density (per 1,000 sq. ft.)	\$405.00
Residential			
5540-000-444000-310-322-00-55-901009	7/1/2025	Single Family Units (per unit)	\$187.00
5540-000-444000-310-322-00-55-901009	7/1/2025	Multiple Family Units (per unit)	\$127.00
5540-000-444000-310-322-00-55-901009	7/1/2025	Guest Rooms (per room)	\$120.00
<u>Division General Comments (Applicable to all Fees)</u>			
All Fee Areas - Additional 3.5% Administrative Fee			

EXHIBIT F
Public Facility Fees
City Office Space
(209) 937-8270

EXHIBIT 1

FY 2025-26 Adopted Fee Schedule

<i>Account #</i>	<i>Effective Date</i>	<i>Description</i>	<i>Amount</i>
Non-Residential			
5540-000-444000-310-314-00-55-901002	7/1/2025	Office/High Density (per 1,000 sq. ft.) (1)	\$43.75
5540-000-444000-310-314-00-55-901002	7/1/2025	Retail/Medium Density (per 1,000 sq. ft.) (1)	\$22.50
5540-000-444000-310-314-00-55-901002	7/1/2025	Warehouse/Low Density (per 1,000 sq. ft.) (1)	\$25.50
Residential - Existing City Limits			
5540-000-444000-310-314-00-55-901002	7/1/2025	Single Family Units (per unit) (1)	\$467.00
5540-000-444000-310-314-00-55-901002	7/1/2025	Multiple Family Units (per unit) (1)	\$391.00
5540-000-444000-310-314-00-55-901002	7/1/2025	Guest Rooms (per unit) (1)	\$49.00
Residential - Greater Downtown Area			
5540-000-444000-310-314-00-55-901002	7/1/2025	Single Family Units (per unit) (1)	EXEMPT
5540-000-444000-310-314-00-55-901002	7/1/2025	Multiple Family Units (per unit) (1)	EXEMPT
5540-000-444000-310-314-00-55-901002	7/1/2025	Guest Rooms (per room) (1)	\$49.00
Residential - Outside City Limits			
5540-000-444000-310-314-00-55-901002	7/1/2025	Single Family Units (per unit) (1)	\$467.00
5540-000-444000-310-314-00-55-901002	7/1/2025	Multiple Family Units (per unit) (1)	\$391.00
5540-000-444000-310-314-00-55-901002	7/1/2025	Guest Rooms (per room) (1)	\$49.00

Division General Comments (Applicable to all Fees)

All Fee Areas - Additional 3.5% Administrative Fee

Division Footnotes

(1) The non-residential development fees listed reflect a 50% reduction as part of the Stockton Economic Stimulus Program (SESP).

Public Facility Fees

Community Recreation Centers

(209) 937-8270

FY 2025-26 Adopted Fee Schedule

<i>Account #</i>	<i>Effective Date</i>	<i>Description</i>	<i>Amount</i>
Non-Residential			
5540-000-444000-310-313-00-55-901003	7/1/2025	Office/High Density (per 1,000 sq. ft.) (1)	\$39.50
5540-000-444000-310-313-00-55-901003	7/1/2025	Retail/Medium Density (per 1,000 sq. ft.) (1)	\$20.25
5540-000-444000-310-313-00-55-901003	7/1/2025	Warehouse/Low Density (per 1,000 sq. ft.) (1)	\$23.25
Residential - Existing City Limits			
5540-000-444000-310-313-00-55-901003	7/1/2025	Single Family Units (per unit) (1)	\$481.00
5540-000-444000-310-313-00-55-901003	7/1/2025	Multiple Family Units (per unit) (1)	\$405.00
5540-000-444000-310-313-00-55-901003	7/1/2025	Guest Rooms (per room) (1)	EXEMPT
Residential - Greater Downtown Area			
5540-000-444000-310-313-00-55-901003	7/1/2025	Single Family Units (per unit) (1)	EXEMPT
5540-000-444000-310-313-00-55-901003	7/1/2025	Multiple Family Units (per unit) (1)	EXEMPT
5540-000-444000-310-313-00-55-901003	7/1/2025	Guest Rooms (per room) (1)	EXEMPT
Residential - Outside City Limits			
5540-000-444000-310-313-00-55-901003	7/1/2025	Single Family Units (per unit) (1)	\$481.00
5540-000-444000-310-313-00-55-901003	7/1/2025	Multiple Family Units (per unit) (1)	\$405.00
5540-000-444000-310-313-00-55-901003	7/1/2025	Guest Rooms (per room) (1)	EXEMPT

Division General Comments (Applicable to all Fees)

All Fee Areas - Additional 3.5% Administrative Fee

Division Footnotes

(1) The non-residential development fees listed reflect a 50% reduction as part of the Stockton Economic Stimulus Program (SESP).

EXHIBIT F
Public Facility Fees
Fire Stations
(209) 937-8270

EXHIBIT 1

FY 2025-26 Adopted Fee Schedule

<i>Account #</i>	<i>Effective Date</i>	<i>Description</i>	<i>Amount</i>
Non-Residential			
5540-000-444000-310-315-00-55-901004	7/1/2025	Office/High Density (per 1,000 sq. ft.) (1)	\$118.50
5540-000-444000-310-315-00-55-901004	7/1/2025	Retail/Medium Density (per 1,000 sq. ft.) (1)	\$61.00
5540-000-444000-310-315-00-55-901004	7/1/2025	Warehouse/Low Density (per 1,000 sq. ft.) (1)	\$54.00
Residential - Existing City Limits			
5540-000-444000-310-315-00-55-901004	7/1/2025	Single Family Units (per unit) (1)	\$781.00
5540-000-444000-310-315-00-55-901004	7/1/2025	Multiple Family Units (per unit) (1)	\$658.00
5540-000-444000-310-315-00-55-901004	7/1/2025	Guest Rooms (per room) (1)	\$44.50
Residential - Greater Downtown Area			
5540-000-444000-310-315-00-55-901004	7/1/2025	Single Family Units (per unit) (1)	EXEMPT
5540-000-444000-310-315-00-55-901004	7/1/2025	Multiple Family Units (per unit) (1)	EXEMPT
5540-000-444000-310-315-00-55-901004	7/1/2025	Guest Rooms (per room) (1)	\$44.50
Residential - Outside City Limits			
5540-000-444000-310-315-00-55-901004	7/1/2025	Single Family Units (per unit) (1)	\$781.00
5540-000-444000-310-315-00-55-901004	7/1/2025	Multiple Family Units (per unit) (1)	\$658.00
5540-000-444000-310-315-00-55-901004	7/1/2025	Guest Rooms (per room) (1)	\$44.50

Division General Comments (Applicable to all Fees)

All Fee Areas - Additional 3.5% Administrative Fee

Division Footnotes

(1) The non-residential development fees listed reflect a 50% reduction as part of the Stockton Economic Stimulus Program (SESP).

EXHIBIT F
Public Facility Fees
Libraries
(209) 937-8270

EXHIBIT 1

FY 2025-26 Adopted Fee Schedule

<i>Account #</i>	<i>Effective Date</i>	<i>Description</i>	<i>Amount</i>
Non-Residential			
5540-000-444000-310-316-00-55-901005	7/1/2025	Office/High Density (per 1,000 sq. ft.) (1)	\$94.50
5540-000-444000-310-316-00-55-901005	7/1/2025	Retail/Medium Density (per 1,000 sq. ft.) (1)	\$48.50
5540-000-444000-310-316-00-55-901005	7/1/2025	Warehouse/Low Density (per 1,000 sq. ft.) (1)	\$56.00
Residential - Existing City Limits			
5540-000-444000-310-316-00-55-901005	7/1/2025	Single Family Units (per unit) (1)	\$902.00
5540-000-444000-310-316-00-55-901005	7/1/2025	Multiple Family Units (per unit) (1)	\$761.00
5540-000-444000-310-316-00-55-901005	7/1/2025	Guest Rooms (per room) (1)	\$85.50
Residential - Greater Downtown Area			
5540-000-444000-310-316-00-55-901005	7/1/2025	Single Family Units (per unit) (1)	EXEMPT
5540-000-444000-310-316-00-55-901005	7/1/2025	Multiple Family Units (per unit) (1)	EXEMPT
5540-000-444000-310-316-00-55-901005	7/1/2025	Guest Rooms (per room) (1)	\$85.50
Residential - Outside City Limits			
5540-000-444000-310-316-00-55-901005	7/1/2025	Single Family Units (per unit) (1)	\$902.00
5540-000-444000-310-316-00-55-901005	7/1/2025	Multiple Family Units (per unit) (1)	\$761.00
5540-000-444000-310-316-00-55-901005	7/1/2025	Guest Rooms (per room) (1)	\$85.50

Division General Comments (Applicable to all Fees)

All Fee Areas - Additional 3.5% Administrative Fee

Division Footnotes

(1) The non-residential development fees listed reflect a 50% reduction as part of the Stockton Economic Stimulus Program (SESP).

EXHIBIT F
Public Facility Fees
Parkland
(209) 937-8270

EXHIBIT 1

FY 2025-26 Adopted Fee Schedule

<i>Account #</i>	<i>Effective Date</i>	<i>Description</i>	<i>Amount</i>
Non-Residential			
5540-000-444000-310-318-00-55-901006	7/1/2025	Office/High Density	EXEMPT
5540-000-444000-310-318-00-55-901006	7/1/2025	Retail/Medium Density	EXEMPT
5540-000-444000-310-318-00-55-901006	7/1/2025	Warehouse/Low Density	EXEMPT
Residential			
5540-000-444000-310-318-00-55-901006	7/1/2025	Single Family Units (per unit)	\$2,798.00
5540-000-444000-310-318-00-55-901006	7/1/2025	Multiple Family Units (per unit)	\$1,712.00
5540-000-444000-310-318-00-55-901006	7/1/2025	Guest Rooms (per unit)	EXEMPT
Residential - Greater Downtown Area			
5540-000-444000-310-318-00-55-901006	7/1/2025	Single Family Units (per unit)	EXEMPT
5540-000-444000-310-318-00-55-901006	7/1/2025	Multiple Family Units (per unit)	EXEMPT
5540-000-444000-310-318-00-55-901006	7/1/2025	Guest Rooms (per unit)	EXEMPT
<u>Division General Comments (Applicable to all Fees)</u>			
All Fee Areas - Additional 3.5% Administrative Fee			

**Public Facility Fees
Police Station Expansion
(209) 937-8270**

FY 2025-26 Adopted Fee Schedule

<i>Account #</i>	<i>Effective Date</i>	<i>Description</i>	<i>Amount</i>
Non-Residential			
5540-000-444000-310-317-00-55-901007	7/1/2025	Office/High Density (per 1,000 sq. ft.) (1)	\$105.50
5540-000-444000-310-317-00-55-901007	7/1/2025	Retail/Medium Density (per 1,000 sq. ft.) (1)	\$54.00
5540-000-444000-310-317-00-55-901007	7/1/2025	Warehouse/Low Density (per 1,000 sq. ft.) (1)	\$62.00
Residential - Existing City Limits			
5540-000-444000-310-317-00-55-901007	7/1/2025	Single Family Units (per unit) (1)	\$591.00
5540-000-444000-310-317-00-55-901007	7/1/2025	Multiple Family Units (per unit) (1)	\$497.00
5540-000-444000-310-317-00-55-901007	7/1/2025	Guest Rooms (per room) (1)	\$99.50
Residential - Greater Downtown Area			
5540-000-444000-310-317-00-55-901007	7/1/2025	Single Family Units (per unit) (1)	EXEMPT
5540-000-444000-310-317-00-55-901007	7/1/2025	Multiple Family Units (per unit) (1)	EXEMPT
5540-000-444000-310-317-00-55-901007	7/1/2025	Guest Rooms (per room) (1)	\$99.50
Residential - Outside City Limits			
5540-000-444000-310-317-00-55-901007	7/1/2025	Single Family Units (per unit) (1)	\$591.00
5540-000-444000-310-317-00-55-901007	7/1/2025	Multiple Family Units (per unit) (1)	\$497.00
5540-000-444000-310-317-00-55-901007	7/1/2025	Guest Rooms (per room) (1)	\$99.50

Division General Comments (Applicable to all Fees)

All Fee Areas - Additional 3.5% Administrative Fee

Division Footnotes

(1) The non-residential development fees listed reflect a 50% reduction as part of the Stockton Economic Stimulus Program (SESP).

EXHIBIT F
Public Facility Fees
Street Improvements
(209) 937-8270

EXHIBIT 1

FY 2025-26 Adopted Fee Schedule

<i>Account #</i>	<i>Effective Date</i>	<i>Description</i>	<i>Amount</i>
Non-Residential			
5540-000-444000-310-312-00-55-901008	7/1/2025	Office/High Density, (per 1,000 sq. ft.) (1)	\$2,412.00
5540-000-444000-310-312-00-55-901008	7/1/2025	Retail/Medium Density, (per 1,000 sq. ft.) (1)	\$3,177.00
5540-000-444000-310-312-00-55-901008	7/1/2025	Warehouse/Low Density, (per 1,000 sq. ft.) (1)	\$931.50
Residential - Existing City Limits			
5540-000-444000-310-312-00-55-901008	7/1/2025	Single Family Units (per unit) (1)	\$13,226.00
5540-000-444000-310-312-00-55-901008	7/1/2025	Multiple Family Units (per unit) (1)	\$9,656.00
5540-000-444000-310-312-00-55-901008	7/1/2025	Guest Rooms (per room) (1)	\$5,157.50
Residential - Greater Downtown Area			
5540-000-444000-310-312-00-55-901008	7/1/2025	Single Family Units (per unit) (1)	EXEMPT
5540-000-444000-310-312-00-55-901008	7/1/2025	Multiple Family Units (per unit) (1)	EXEMPT
5540-000-444000-310-312-00-55-901008	7/1/2025	Guest Rooms (per room) (1)	\$5,157.50
Residential - Outside City Limits			
5540-000-444000-310-312-00-55-901008	7/1/2025	Single Family Units (per unit) (1)	\$13,226.00
5540-000-444000-310-312-00-55-901008	7/1/2025	Multiple Family Units (per unit) (1)	\$9,656.00
5540-000-444000-310-312-00-55-901008	7/1/2025	Guest Rooms (per room) (1)	\$5,157.50
Multipliers for specific land use categories			
5540-000-444000-310-312-00-55-901008	7/1/2025	High Cube (DUE per 1,000 square feet: Warehousing/distribution projects with a building area over 500,000 square feet and interior ceiling height greater than 27 feet). (1)	.059
5540-000-444000-310-312-00-55-901008	7/1/2025	Church and Accessory Uses (DUE per 1,000 square feet) (1)	.396
5540-000-444000-310-312-00-55-901008	7/1/2025	Elementary School (DUE per 1,000 square feet) (1)	.154
5540-000-444000-310-312-00-55-901008	7/1/2025	Elementary School (DUE per student) (1)	.010
5540-000-444000-310-312-00-55-901008	7/1/2025	High School (DUE per 1,000 square feet) (1)	.462
5540-000-444000-310-312-00-55-901008	7/1/2025	High School (DUE per student) (1)	.040

Division General Comments (Applicable to all Fees)

All Fee Areas - Additional 3.5% Administrative Fee

Division Footnotes

(1) Multipliers to be applied to the Single Family Unit, Dwelling Unit Equivalent (DUE) Street Improvement Fee for categories that do not fit into any existing land use categories.

The non-residential development fees listed reflect a 50% reduction as part of the Stockton Economic Stimulus Program (SESP).

Public Facility Fees

Street Trees

(209) 937-8270

FY 2025-26 Adopted Fee Schedule

<i>Account #</i>	<i>Effective Date</i>	<i>Description</i>	<i>Amount</i>
5540-000-444000-310-319-00-55-901011	7/1/2025	Tree without root barrier, per tree	\$140.00
5540-000-444000-310-319-00-55-901011	7/1/2025	Tree wells with root barrier, per tree	\$195.00

Division General Comments (Applicable to all Fees)

All Fee Areas - Additional 3.5% Administrative Fee

EXHIBIT F
Public Facility Fees

EXHIBIT 1

Traffic Signals

(209) 937-8270

FY 2025-26 Adopted Fee Schedule

<i>Account #</i>	<i>Effective Date</i>	<i>Description</i>	<i>Amount</i>
Varies	7/1/2025	Single Family Detached (PURD SFD) per D.U. Units - 10 Trip Ends per unit	\$110.00
Varies	7/1/2025	Condominium (PURD SFA) per D.U. Units - 8.6 Trip Ends per unit	\$94.00
Varies	7/1/2025	Mobile Home per D.U. Units - 5.4 Trip Ends per unit	\$59.00
Varies	7/1/2025	Apartment per D.U. Units - 6.1 Trip Ends per unit	\$66.50
Varies	7/1/2025	Retirement Village per D.U. Units - 3.3 Trip Ends per unit	\$36.00
Varies	7/1/2025	Hotel per Room Units - 11 Trip Ends per unit	\$122.00
Varies	7/1/2025	Motel per Room Units - 9.6 Trip Ends per unit	\$106.00
Varies	7/1/2025	Daycare/Preschool per Student Units - 5 Trip Ends per unit	\$55.00
Varies	7/1/2025	Daycare/Preschool per 1,000 sq. feet Units - 79 Trip Ends per unit	\$866.00
Varies	7/1/2025	Elementary--Intermediate School per Student Units - 0.5 Trip Ends per unit	\$5.50
Varies	7/1/2025	High School per Student Units - 1.2 Trip Ends per unit	\$13.25
Varies	7/1/2025	Junior College--Community College per Student Units - 1.6 Trip Ends per unit	\$17.75
Varies	7/1/2025	University per Student Units - 2.4 Trip Ends per unit	\$26.50
Varies	7/1/2025	Church & Accessory Use per 1,000 sq. feet Units - 7.7 Trip Ends per unit	\$84.50
Varies	7/1/2025	Industrial-Warehouse-Manufacturer per 1,000 sq. feet Units - 7.6 Trip Ends per unit	\$83.25
Varies	7/1/2025	Industrial-Warehouse-Manufacturer per Acre Units - 80.8 Trip Ends per unit	\$885.00
Varies	7/1/2025	Industrial Service per 1,000 sq. feet Units - 20.26 Trip Ends per unit	\$223.00
Varies	7/1/2025	Truck Terminal--Distribution Center per 1,000 sq. feet Units - 9.86 Trip Ends per unit	\$108.00
Varies	7/1/2025	Mini-/Self Storage per 1,000 sq. feet Units - 2.8 Trip Ends per unit	\$30.75
Varies	7/1/2025	Lumber Yard per 1,000 sq. feet Units - 34.5 Trip Ends per unit	\$379.00
Varies	7/1/2025	Lumber Yard w/open storage/sales per Acre Units - 148 Trip Ends per unit	\$1,622.00
Varies	7/1/2025	Home Imp. Center per 1,000 sq. feet Units - 64.6 Trip Ends per unit	\$709.00
Varies	7/1/2025	Shopping Center by size (sq. ft.) - Less than 50,000 per 1,000 sq. feet Units - 116 Trip Ends per unit	\$1,271.00

Public Facility Fees

Traffic Signals

(209) 937-8270

FY 2025-26 Adopted Fee Schedule

<i>Account #</i>	<i>Effective Date</i>	<i>Description</i>	<i>Amount</i>
Varies	7/1/2025	Shopping Center by size (sq. ft.) - 50,000-99,999 per 1,000 sq. feet Units - 79.1 Trip Ends per unit	\$866.00
Varies	7/1/2025	Shopping Center by size (sq. ft.) - 100,000-199,999 per 1,000 sq. feet Units - 60.4 Trip Ends per unit	\$662.00
Varies	7/1/2025	Shopping Center by size (sq. ft.) - 200,000-299,999 per 1,000 sq. feet Units - 49.9 Trip Ends per unit	\$547.00
Varies	7/1/2025	Shopping Center by size (sq. ft.) - 300,000-399,999 per 1,000 sq. feet Units - 44.4 Trip Ends per unit	\$486.00
Varies	7/1/2025	Shopping Center by size (sq. ft.) - 400,000-499,999 per 1,000 sq. feet Units - 41.6 Trip Ends per unit	\$456.00
Varies	7/1/2025	Shopping Center by size (sq. ft.) - 500,000-999,999 per 1,000 sq. feet Units - 35.5 Trip Ends per unit	\$389.00
Varies	7/1/2025	Shopping Center by size (sq. ft.) - 1,000,000-1,250,000 per 1,000 sq. feet Units - 31.5 Trip Ends per unit	\$345.00
Varies	7/1/2025	Boat Launching Ramp per Space Units - 3 Trip Ends per unit	\$33.50
Varies	7/1/2025	Free Standing Retail per 1,000 sq. feet Units - 73.7 Trip Ends per unit	\$808.00
Varies	7/1/2025	Ambulance Dispatch per 1,000 sq. feet Units - 73.7 Trip Ends per unit	\$808.00
Varies	7/1/2025	Service Station--more than 2 pumps or 4 nozzles per Site Units - 748 Trip Ends per unit	\$8,193.00
Varies	7/1/2025	Truck Stop per Site Units - 825 Trip Ends per unit	\$9,036.00
Varies	7/1/2025	Used Car (No service) per Acre Units - 55 Trip Ends per unit	\$603.00
Varies	7/1/2025	New Car/New Boat Dealer/Car Rental per 1,000 sq. feet Units - 44.3 Trip Ends per unit	\$485.00
Varies	7/1/2025	Auto Center Dealership per 1,000 sq. feet Units - 31.25 Trip Ends per unit	\$342.00
Varies	7/1/2025	General Auto Repair/Body Shop per 1,000 sq. feet Units - 27.2 Trip Ends per unit	\$298.00
Varies	7/1/2025	Self Service Car Wash per Stall Units - 52 Trip Ends per unit	\$571.00
Varies	7/1/2025	Automatic Car Wash per Site Units - 900 Trip Ends per unit	\$9,859.00
Varies	7/1/2025	Auto Supply per 1,000 sq. feet Units - 89 Trip Ends per unit	\$976.00
Varies	7/1/2025	Drug Store/Pharmacy per 1,000 sq. feet Units - 43.9 Trip Ends per unit	\$482.00