TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, November 18, 2025, 7:00 P.M.

Tracy City Hall, Council Chambers, 333 Civic Center Plaza, Tracy, CA 95376
Web Site: www.cityoftracy.org

THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND REMOTE PARTICIPATION PURSUANT TO GOVERNMENT CODE SECTION 54953(e).

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING VIA THE FOLLOWING METHOD:

As always, the public may view the City Council meetings live on the City of Tracy's website at CityofTracy.org or on Comcast Channel 26/AT&T U-verse Channel 99. To view from the City's website, open the "Government" menu at the top of the City's homepage and select "Meeting Videos" under the "City Council" section.

If you only wish to watch the meeting and do not wish to address the Council, the City requests that you stream the meeting through the City's website or watch on Channel 26.

***Remote Public Comment**:*

During the upcoming City Council meeting, public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- *Comments via:*
  - **Online by visiting** https://cityoftracyevents.webex.com and using the following **Event Number 2559 215 8136** and **Event Password**: TracyCC
  - ***If you would like to participate in the public comment anonymously***, you may submit your comment in Webex by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
  - Join by phone by dialing +1-408-418-9388, enter 25592158136#8722922# Press *3 to raise the Hand icon to speak on an item.

- *Protocols for commenting via Webex:*
  - *If you wish to comment on the "Consent Calendar," "Items from the Audience/Public Comment," or "Regular Agenda" portions of the agenda:*
    1) *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
    2) *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*

Date Posted: November 14, 2025

- *Comments for the "Consent Calendar," "Items from the Audience/Public Comment," or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*
- *Comments received on Webex outside of the comment periods outlined above will not be included in the record.*

Americans With Disabilities Act – The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in Council meetings. Persons requiring assistance or auxiliary aids should call City Hall (209-831-6105) 24 hours prior to the meeting.

Requests for Accommodation and Language Interpretation/Translation for Item 1.A – The City of Tracy is in compliance with the Americans with Disabilities Act and will make all reasonable accommodations for the disabled to participate in employment, programs, and facilities. Language interpretation and requests for disability-related modification or accommodation, including auxiliary aids or devices, may be arranged by submitting a request to the City Clerk's Office by emailing districting@cityoftracy.org or calling (209) 831-6105 at least 48 hours prior to the Public Hearing.

Addressing the Council on Items on the Agenda – The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. To facilitate the orderly process of public comment and to assist the Council to conduct its business as efficiently as possible, members of the public wishing to address the Council are requested to, but not required to, hand a speaker card, which includes the speaker's name or other identifying designation and address to the City Clerk prior to the agenda item being called. Generally, once the City Council begins its consideration of an item, no more speaker cards will be accepted. An individual's failure to present a speaker card or state their name shall not preclude the individual from addressing the Council. Each citizen will be allowed a maximum of five minutes for input or testimony. In the event there are 15 or more individuals wishing to speak regarding any agenda item including the "Items from the Audience/Public Comment" portion of the agenda and regular items, the maximum amount of time allowed per speaker will be three minutes. When speaking under a specific agenda item, each speaker should avoid repetition of the remarks of the prior speakers. To promote time efficiency and an orderly meeting, the Presiding Officer may request that a spokesperson be designated to represent similar views. A designated spokesperson shall have 10 minutes to speak. At the Presiding Officer's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

Consent Calendar – All items listed on the Consent Calendar are considered routine and/or consistent with previous City Council direction. One motion, a second, and a roll call vote may enact the items listed on the Consent Calendar. No separate discussion of Consent Calendar items shall take place unless a member of the City Council, City staff or the public request discussion on a specific item.

Addressing the Council on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. The City Council's Meeting Protocols and Rules of Procedure provide that in the interest of allowing Council to have adequate time to address the agendized items of business, "Items from the Audience/Public Comment" following the Consent Calendar will be limited to 15-minutes maximum period. "Items from the Audience/Public Comment" listed near the end of the agenda will not have a maximum time limit. A five-minute maximum time limit per speaker will apply to all individuals speaking during "Items from the Audience/Public Comment". For non-agendized items, Council Members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to Council. When members of the public address the Council, they should be as specific as possible about their concerns. If several members of the public comment on the same issue an effort should be made to avoid repetition of views already expressed.

Notice – A 90 day limit is set by law for filing challenges in the Superior Court to certain City administrative decisions and orders when those decisions or orders require: (1) a hearing by law, (2) the receipt of evidence, and (3) the exercise of discretion. The 90 day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge a City Council action in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised during the public hearing, or raised in written correspondence delivered to the City Council prior to or at the public hearing.

Full copies of the agenda are available on the City's website: *www.cityoftracy.org*

Date Posted: November 14, 2025

CALL TO ORDER

ACTIONS, BY MOTION, OF CITY COUNCIL PURSUANT TO AB 2449, IF ANY

ROLL CALL AND DECLARATION OF CONFLICTS

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS – NONE

ORDER OF BUSINESS

1. PUBLIC HEARING - DISTRICTING

1.A. Staff recommends that the City Council conduct a public hearing and during such hearing, (1) receive a report from staff and the City's demographic consultant on the districting process, permissible criteria to be considered to draw City Council Member election district boundaries, and public outreach; (2) provide and receive input from the public on the composition of voting districts before maps are drafted; and (3) provide initial direction to the demographic consultant on composition of draft maps.

1.A - Staff Report - 2nd Districting Public Hearing.pdf
1.A - Presentation - 2nd Districting Public Hearing.pdf
1.A - Informe del Personal - 2da Audiencia Publica de Distritacion.pdf
1.A - Presentacion - 2da Audiencia Publica de Distritacion.pdf

2. CONSENT CALENDAR

2.A. Adoption of November 4, 2025 Special Meeting - Closed Session Minutes

2.A - Special Meeting Minutes 11-04-2025.pdf

2.B. Staff recommends that the City Council adopts a resolution:

1. Determining that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code 2.20.180 (b)(4) and dispensing such requirement for the actions herein, and;

2. Approving a Purchase Agreement with Motorola, Inc. for the purchase of the police department's specified equipment, accessories and warranties for a total not-to-exceed amount of $165,500.

2.B - Resolution - Motorola Mobile Radios.pdf
2.B - Staff Report - Motorola Mobile Radios.pdf

2.C. Staff recommends that the City Council adopt a resolution (1) approving the Offsite Improvement Agreement between the City and Prologis, L.P. for offsite improvements on Capital Parks Drive, (2) authorizing the City Clerk to accept land dedications, and (3) authorizing the City Clerk to file the conveyance documents with the San Joaquin County Recorder.

2.C - Staff Report - IPC Ph 1L OIA IOD PUE.pdf
2.C - Resolution - IPC Ph 1L OIA IOD PUE.pdf

2.D. Staff recommends that the City Council adopt a resolution approving and authorizing recordation of three (3) Right-of-way, three (3) Public Utility Easement Dedications; and two (2) Right-of-way, and two (2) Public Utility Easement quit claims at the International Park of Commerce

2.D - Staff Report - Big Bird.pdf
2.D - Resolution - Big Bird.pdf

3. ITEMS FROM THE AUDIENCE

4. PUBLIC HEARINGS

4.A. Staff recommends that the City Council:

A. Waive the first reading by substitution of title and introduce an ordinance:1)Amending Title 9 of the Tracy Municipal Code, Building Regulations, to adopt, with local amendments, the 2025 California Building Standards Code and the California Fire Code, 2) Adopting Appendices C,F,H,I,J,K,P, and Q under the Building Code; Appendices B, BB, C, CC, D, F, H, L, N, O, and P under the Fire Code; Appendices BF, CH, BH, BI, BF, BM, CI, CK, and CJ under the Residential Code, Appendices, A,B,C,D,E,G,H,I,J, and K under the Plumbing Code, Appendices D and F under the Mechanical Code, and codifying the same as Tracy Municipal Code Title 9, and 3) Creating Tracy Municipal Code Chapter 9.18, Wildland-Urban Interface Code; and

B. Adopt a Resolution making an express finding that proposed modifications are reasonably necessary because of local climatic, geological or topographical conditions (Exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15061 (b)(3) (no potential to adversely impact the environment) and 15268 (ministerial building permit exemption)).

4.A - Staff Report - Local Adoption of 2025 California Codes.pdf
4.A - Resolution - Local Adoption of 2025 California Codes.pdf
4.A - Presentation - Local Adoption of 2025 California Codes.pdf

4.B. Staff recommends that the Tracy City Council:

1. Waive the first reading by substitution of title and introduce an Ordinance amending Chapter 4.12 – Palmistry, sections 4.12.070 through 4.12.190, of the Tracy Municipal Code, to add a permitting program and makes it a requirement that all persons practicing fortunetelling, palmistry or related practices for compensation in the City of Tracy obtain a permit from the Tracy Police Department, requires a criminal background investigation for all palmistry permit applicants, establishes permit and background investigation fees and specifies enforcement remedies for violations of the ordinance; and

2. Adopt a Resolution authorizing the Tracy Police Department to access criminal history information of palmistry permit applicants for permitting purposes;

3. Adopt a Resolution establishing fees related to Palmistry permit applications and background investigations

4.B - Staff Report - Palmistry Introduction of Ordinance.pdf
4.B - Resolution 1 - Palmistry Introduction of Ordinance.pdf
4.B - Resolution 2 - Palmistry Introduction of Ordinance.pdf

4.C. Staff recommends that the Tracy City Council:

1. Waive the first reading by substitution of title and introduce an Ordinance amending Chapter 4.20 - Massage Establishments and Therapists of the Tracy Municipal Code to add a permitting program to regulate massage establishments, require a background investigation for all massage establishment owners who are not certified by the California Massage Therapy Council, establish permit and background investigation fees and operational requirements consistent with current law

2. Adopt a Resolution authorizing the Tracy Police Department to access criminal history information for permitting purposes related to massage establishment permit applicants who are not certified by the California Massage Therapy Council; and

3. Adopt a Resolution establishing fees related to massage establishment permit applications and background investigations

4.C - Staff Report - Massage Establishments Introduction of Ordinance.pdf
4.C - Resolution 1 - Massage Establishments Introduction of Ordinance.pdf
4.C - Resolution 2 - Massage Establishments Introduction of Ordinance.pdf

4.D. Staff recommends that the Tracy City Council conduct a public hearing and upon conclusion adopt a Resolution 1) approving and adopting the proposed Citywide Master Fee Schedule effective as of January 2, 2026 and 2) Rescinding Resolution 2025-096 effective January 2, 2026.

4.D - Staff Report - Master Fee Schedule Amendment.pdf
4.D - Resolution - Master Fee Schedule Amendment.pdf

5. REGULAR AGENDA

5.A. Staff recommends that the City Council adopt a Resolution (1) adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2026; and (2) authorizing all City Boards, Committees, and Commissions to adopt the City Council's 2026 Legislative Recess Periods as Indicated in the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2026.

5.A - Staff Report - Adoption of 2026 City Council Regular Meeting Calendar.pdf
5.A - Resolution - Adoption of 2026 City Council Regular Meeting Calendar.pdf

5.B. Staff recommends that the City Council vote in favor of sending a letter to Governor Gavin Newsom to support building a new Tracy Courthouse.

5.B - Staff Report - Letter to Governor - New Tracy Courthouse.pdf

5.C. Staff recommends that the City Council receive an informational update on the current status of the Valley Link rail project.

5.C - Staff Report - Valley Link Informational Update.pdf
5.C - Presentation - Valley Link Informational Update.pdf

6. ITEMS FROM THE AUDIENCE

7. STAFF ITEMS

8. COUNCIL ITEMS

9. ADJOURNMENT

November 18, 2025

Agenda Item 1.A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and during such hearing, (1) receive a report from staff and the City's demographic consultant on the districting process, permissible criteria to be considered to draw City Council Member election district boundaries, and public outreach; (2) provide and receive input from the public on the composition of voting districts before maps are drafted; and (3) provide initial direction to the demographic consultant on composition of draft maps.

EXECUTIVE SUMMARY

At its special Council Meeting on August 26, 2025, the Tracy City Council adopted a Resolution of the City Council of the City of Tracy Declaring Its Intent to Transition from At-Large to By-District Council Member Elections Under Elections Code § 10010. Pursuant to the Elections Code, the City of Tracy has scheduled four public hearings regarding districting. The first hearing was held on October 28, 2025. The second hearing will be held on November 18, 2025, at 7:00 p.m. and, during this Public Hearing, staff recommends that the City Council (1) receive a report from staff and the City's demographic consultant on the districting process, permissible criteria to be considered to draw City Council Member election district boundaries, and public outreach; (2) provide and receive input from the public on the composition of voting districts before maps are drafted; and (3) provide initial direction to the demographic consultant on composition of draft maps.

BACKGROUND AND LEGISLATIVE HISTORY

If the transition from at-large, citywide elections to by-district elections for Council Members is approved, the City anticipates that the November 2026 election of Council Members will be conducted by district, with two (2) district elections taking place in that election, and the final two (2) district elections taking place in November 2028. The Mayor will remain as an at-large, citywide elected position, with the mayoral election occurring every two (2) years. To help facilitate this process, the following consultants have been retained to assist with the potential transition to by-district elections: Wagaman Strategies and Tripepi Smith.

While not explicitly required to do so, staff intends to comply with the public hearing requirements outlined in Elections Code Section 21150. In addition to the October 28 and November 18 Public Hearings, staff has scheduled Public Hearings for 7:00 p.m. on December 11, 2025, and January 13, 2026. Staff anticipates that maps and the potential sequence of elections will be introduced at Public Hearing 3 on December 11, 2025. The deadline for the public to submit draft maps and Communities of Interest for consideration at Public Hearing 3 is November 25, 2025, at 6:00 p.m. Maps and Communities of Interest submitted after 6:00 p.m. on November 25, 2025, will be treated as public comment.

At the Public Hearing on October 28, the City Council received an update on the districting process, including the timeline and public outreach efforts, and the City's demographic consultant, Michael Wagaman, presented information about the districting process, permissible criteria to be considered to draw City Council Member election district boundaries, and mapping tools. City Council Members also requested additional information related to the creation of draft plans at the October 28 Public Hearing.

At the Public Hearing on November 18, the City Council will receive an update on the districting process, including the timeline and additional public outreach efforts. Michael Wagaman will present information about the districting process and permissible criteria to be considered to draw City Council Member election district boundaries and request initial direction from the City Council on composition of draft maps.

Please visit the City's districting webpage at cityoftracy.org/districting for districting information, resources, notices, agendas, presentations, and meeting recordings.

FISCAL IMPACT

There are no fiscal impacts related to the actions requested of the City Council in this staff report, except for operational expenses, the expenses incurred under the professional services agreements with Wagaman Strategies and Tripepi Smith, English-to-Spanish translation fees for districting materials, and fees incurred for the production and distribution of a utility bill insert. The professional services agreements, translation fees, and utility bill insert fees are within the City Manager's spending authority. This staff report does not include a request for additional funding.

STRATEGIC PLAN

This agenda item supports the City Council's strategic priority of Declaring Its Intent to Transition from At-Large to By-District Council Member Elections Under Elections Code § 10010.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council conduct a public hearing and during such hearing, (1) receive a report from staff and the City's demographic consultant on the districting process, permissible criteria to be considered to draw City Council Member election district boundaries, and public outreach; (2) provide and receive input from the public on the composition of voting districts before maps are drafted; and (3) provide initial direction to the demographic consultant on composition of draft maps.

Prepared by: April B. A. Quintanilla, City Clerk

Reviewed by: Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

District Elections

Tracy
Public Input and Initial Direction

November 18, 2025

Council Actions Requested

Conduct second of two public hearings to receive input on the composition of voting districts before maps are drafted

Provide initial direction to demographer on composition of draft maps

Potential Timeline: Phase I

Event	Date
Hearing 1- Education and public input	Oct 28
Hearing 2- Public input and initial direction	**Nov 18**
Public plan submission deadline	Nov 25
Publish public and draft maps	Dec 4

Potential Timeline: Phase II

Event	Date
Hearing 3- Review plans and provide direction	Dec 11
Publish revised maps	Jan 6
Hearing 4- Review. Make final edits. Select plan	Jan 13
Introduce ordinance	Jan 20
Adopt ordinance	Feb 3

Public Outreach

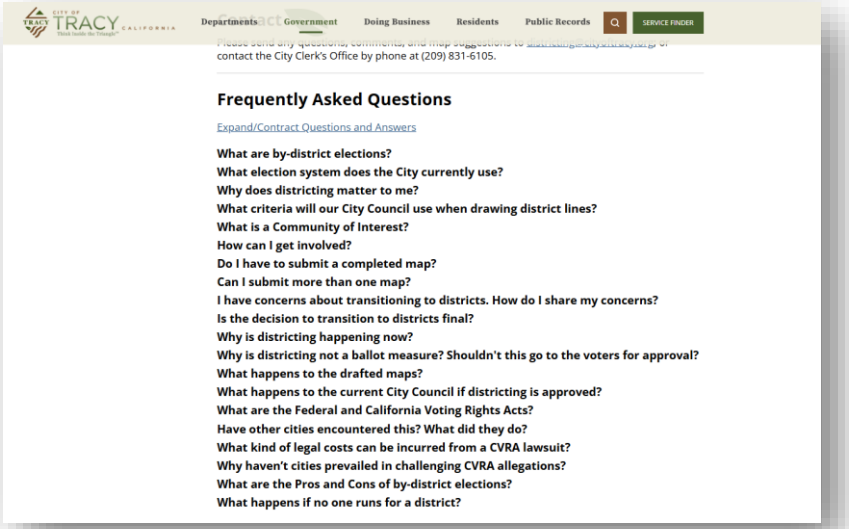
- Informational flyer was included in utility bills (paper and digital) for the November billing cycle
- Tracy Spotlight Video featuring Districting was issued on social media on November 10, 2025



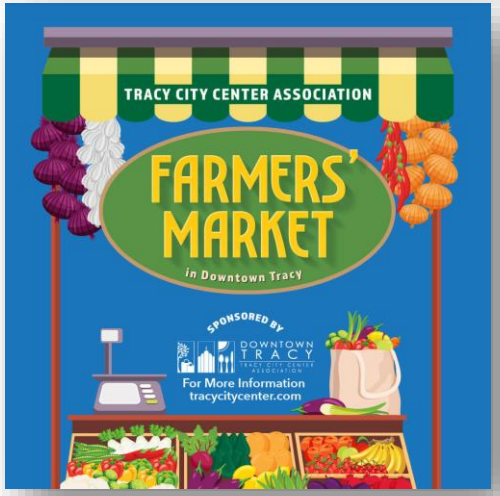


Public Outreach

- Frequently Asked Questions section on the Districting webpage has been updated to address questions and discussion from the October 28 Public Hearing

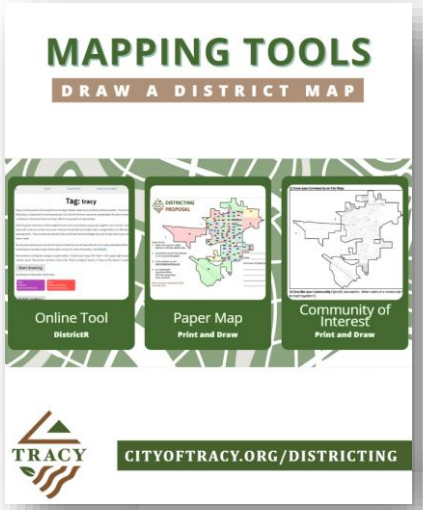


- Planned Outreach
  - Staff will attend the Farmers Market on November 15, 2025
  - Districting will be featured in the City Manager's November Newsletter on November 17, 2025



Public Outreach

- Planned Outreach
  - Appearance at Rollin' Rec on November 17, 2025, from 3:00 p.m.-4:00 p.m. at Lincoln Park
  - Additional appearances at the Farmers Market throughout the Districting process
    - Next Date (after November 15): December 6, 2025, 9 a.m.-11 a.m.
  - Consistent social media posts throughout the Districting process





Public Outreach



- Planned Outreach
  - Email announcement regarding upcoming Public Hearings and draft maps in early December
  - The City's consultant, Tripepi Smith, will place calls to community organizations to inform them about Public Hearing #3 and draft maps in early December
- Submission Deadline for Public Maps and Communities of Interest for consideration at the next Public Hearing (#3): **November 25, 2025, at 6:00 p.m.**
- **Next Public Hearing: December 11, 2025, at 7:00 p.m.**
  - **Introduction of draft maps and potential sequence of elections**
  - **Provide direction for revised maps**

Criteria

In order of priority:

- Equal Population
- Federal Law
- Contiguous
- Communities of interest
- Topography/Geography
- Compactness

Demographics

Total	Total	NH-White	Latino*	Asian*	Black*
Population^	93,350	27.0%	38.7%	22.7%	6.9%
Voting Age Population^	69,112	29.8%	35.5%	23.1%	7.1%
Citizen Voting Age Population+	59,598	32.8%	34.6%	21.7%	8.0%

^ 2020 Census Redistricting Data. Adjusted for incarcerated populations
+ Adjusted 2019-2023 American Community Survey Special Tabulation
** Calculated pursuant to OMB BULLETIN NO. 00-02*

Community of Interest

Community of Interest:
Population with common social or economic interests that should be in a single district for fair/effective representation

Examples:
Shared policy concerns, socioeconomic characteristics, histories, and cultural districts

Can consider existing information but no definitive dataset

Need public testimony!

Things to Remember

Strive for population equality. Be prepared to justify deviations

Ensure compliance with federal Voting Rights Act. Avoid vote dilution where required

Do not use race as the predominant factor. Only as one of many factors and cannot subordinate other redistricting criteria

Focus on traditional criteria. Draw contiguous divisions, respecting communities of interest, making use of existing topography and geography, while being compact as possible.

Don't focus on politics. Avoid considering impacts on parties, incumbents, or candidates.

Resources

In Person/Mail

- City Clerk's Office
  333 Civic Center Plaza
  Tracy, CA 95376

Webpage

- cityoftracy.org/districting

Email

- districting@cityoftracy.org

Phone

- (209) 831-6105
  City Clerks Office- Public Line

18 de noviembre de 2025

Tema de la agenda 1.A

RECOMENDACIÓN

El personal recomienda que el Concejo Municipal conduzca una audiencia pública y, durante esta audiencia, (1) reciba un informe del personal y del consultor demográfico de la Ciudad sobre el proceso de distritación, los criterios permisibles que se deben considerar para trazar los límites de los distritos electorales de los miembros del Concejo Municipal y la difusión pública; (2) brindar y recibir comentarios del público sobre la composición de los distritos electorales antes de que se elaboren los mapas; y (3) proporcionar una orientación inicial al consultor demográfico sobre la composición de los borradores de los mapas.

RESUMEN EJECUTIVO

En su reunión especial del Consejo el 26 de agosto de 2025, el Concejo de Tracy adoptó una resolución del Concejo de la ciudad de Tracy declarando su intención de hacer una transición de elecciones generales a elecciones por distrito de los Miembros del Consejo de la Ciudad de conformidad con la Sección 10010 del Código de Elecciones. De conformidad con el Código de Elecciones, la ciudad de Tracy ha programado cuatro audiencias públicas relacionadas a la distritación. La primera audiencia tuvo lugar el 28 de octubre de 2025. La segunda audiencia a darse a lugar el 18 de noviembre de 2025, a las 7:00 p. m. y, durante esta audiencia pública, el personal recomienda que el Concejo (1) reciba un informe del personal y del consultor demográfico de la ciudad sobre el proceso de distritación, los criterios admisibles que se deben considerar para trazar los límites de los distritos electorales de los miembros del Concejo y la difusión pública; (2) brindar y recibir comentarios del público sobre la composición de los distritos electorales antes de que se elaboren los mapas; y (3) proporcionar una orientación inicial al consultor demográfico sobre la composición de los borradores de los mapas.

ANTECEDENTES E HISTORIA LEGISLATIVA

Si se aprueba la transición de las elecciones generales en toda la ciudad a las elecciones por distritos para los miembros del Concejo, la ciudad prevé que las elecciones de noviembre de 2026 de los miembros del Concejo se llevarán a cabo por distritos, con dos (2) elecciones distritales en esas elecciones, y las dos (2) elecciones distritales finales en noviembre de 2028. El alcalde seguirá siendo un cargo elegido en toda la ciudad, y las elecciones a la alcaldía se celebrarán cada dos (2) años. Para facilitar este proceso, se ha contratado a los siguientes consultores para que ayuden en la posible transición a las elecciones por distritos: Wagaman Strategies y Tripepi Smith.

Aunque no es un requisito explícito, el personal tiene la intención de cumplir con los requisitos de audiencia pública descritos en la sección 21150 del Código Electoral. Además de las audiencias públicas del 28 de octubre y el 18 de noviembre, el personal ha programado audiencias públicas para las 7:00 p. m. del 11 de diciembre de 2025 y el 13 de enero de 2026. El personal prevé que los mapas y la posible secuencia de

elecciones se presentarán en la audiencia pública 3, el 11 de diciembre de 2025. La fecha límite para que el público presente los borradores de los mapas y las comunidades de interés para su consideración en la audiencia pública 3 es el 25 de noviembre de 2025 a las 6:00 p. m. Los mapas y las comunidades de interés presentados después de las 6:00 p. m. del 25 de noviembre de 2025 se tratarán como comentarios públicos.

En la audiencia pública del 28 de octubre, el Concejo recibió información actualizada sobre el proceso de delimitación de distritos, incluyendo el calendario y las iniciativas de divulgación pública, y el consultor demográfico de la ciudad, Michael Wagaman, presentó información sobre el proceso de delimitación de distritos, los criterios admisibles que se deben tener en cuenta para trazar los límites de los distritos electorales de los concejales y las herramientas de cartografía. Los concejales también solicitaron información adicional relacionada con la creación de borradores de planes en la audiencia pública del 28 de octubre.

En la audiencia pública del 18 de noviembre, el Concejo recibirá información actualizada sobre el proceso de distritación, incluyendo el calendario y las iniciativas adicionales de difusión pública. Michael Wagaman presentará información sobre el proceso de división en distritos y los criterios admisibles que se tendrán en cuenta para trazar los límites de los distritos electorales de los concejales y solicitará al Ayuntamiento una orientación inicial sobre la composición de los borradores de los mapas.

Visite la página web de la ciudad sobre la división en distritos en cityoftracy.org/districting para obtener información, recursos, avisos, órdenes del día, presentaciones y grabaciones de las reuniones.

REPERCUSIÓN FISCAL

No hay repercusiones fiscales relacionadas con las medidas solicitadas al Concejo en este informe del personal, excepto los gastos operativos, los gastos incurridos en virtud de los acuerdos de servicios profesionales con Wagaman Strategies y Tripepi Smith, los honorarios de traducción del inglés al español de los materiales de delimitación de distritos y los honorarios incurridos por la producción y distribución de un inserto en las facturas de servicios públicos. Los acuerdos de servicios profesionales, los honorarios de traducción y los honorarios por el inserto en las facturas de servicios públicos están dentro de la autoridad de gasto del administrador municipal. Este informe del personal no incluye una solicitud de financiación adicional.

PLAN ESTRATÉGICO

Este punto del orden del día respalda la prioridad estratégica del Concejo de declarar su intención de pasar de elecciones generales a elecciones por distritos para los miembros del mismo, en virtud del artículo 10010 del Código Electoral.

ACCIÓN SOLICITADA AL CONCEJO

El personal recomienda que el Concejo Municipal conduzca una audiencia pública y, durante esta audiencia, (1) reciba un informe del personal y del consultor demográfico de la Ciudad sobre el proceso de distritación, los criterios permisibles que se deben considerar para trazar los límites de los distritos electorales de los miembros del Concejo Municipal y la difusión pública; (2) brindar y recibir comentarios del público sobre la composición de los distritos electorales antes de que se elaboren los mapas; y (3) proporcionar una orientación inicial al consultor demográfico sobre la composición de los borradores de los mapas.

Preparado por: April B. A. Quintanilla, secretaria municipal

Revisado por: Sara Castro, directora financiera
L. David Nefouse, abogado municipal
Arturo M. Sánchez, asistente del administrador municipal

Aprobado por: Midori Lichtwardt, administradora municipal

Elecciones de distrito

Tracy
Aportes del público y dirección inicial

18 de noviembre de 2025

Acciones solicitadas al Concejo

Conducir la segunda de dos audiencias públicas para recibir opiniones sobre la composición de los distritos electorales antes de que se elaboren los mapas.

Dar instrucciones iniciales al demógrafo sobre la composición del borrador de los mapas.

Calendario potencial: Fase I

Evento	Fecha
Audiencia 1: educación y aportes del público	28 Oct
Audiencia 2: aportes del público y orientación inicial	**18 Nov**
Plazo de presentación del plan público	25 Nov
Publicación de mapas públicos y borradores	4 Dic

Calendario potencial: Fase II

Evento	Fecha
Audiencia 3: revisar los planes y dar instrucciones	11 Dic
Publicación de mapas revisados	6 Ene
Audiencia 4: revisión. Modificaciones finales. Selección del plan	13 Ene
Presentación de la ordenanza	20 Ene
Adopción de la ordenanza	3 Ene

Difusión pública

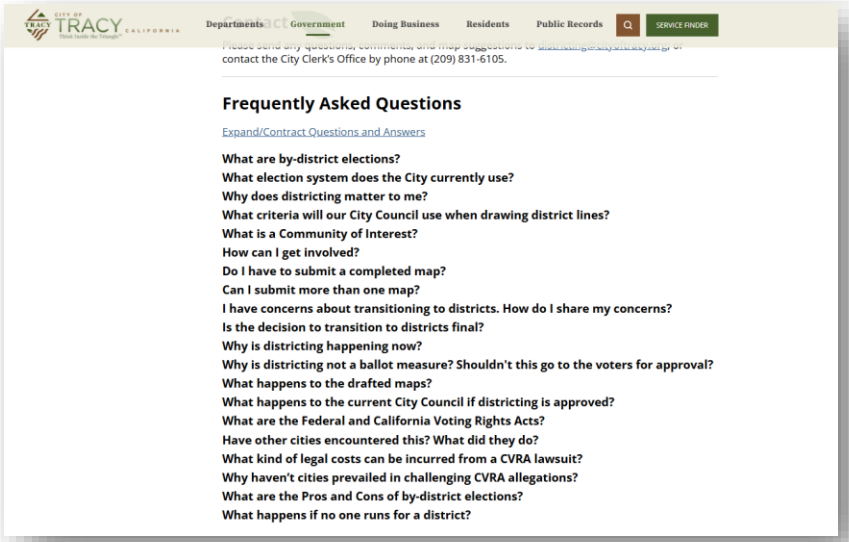
- Se incluyó un folleto informativo en las facturas de servicios públicos (impresas y digitales) del ciclo de facturación de noviembre.
- El 10 de noviembre de 2025 se emitió en las redes sociales un vídeo de Tracy Spotlight en el que se presentaba sobre la distritación



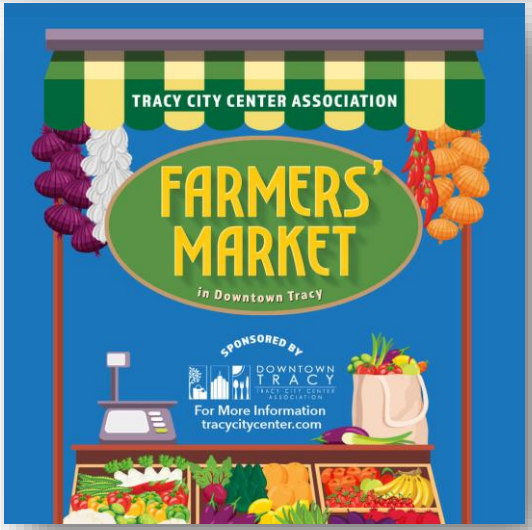


Difusión pública

- La sección de preguntas frecuentes de la página web sobre distritación se actualizó para abordar las preguntas y el debate de la audiencia pública del 28 de octubre.

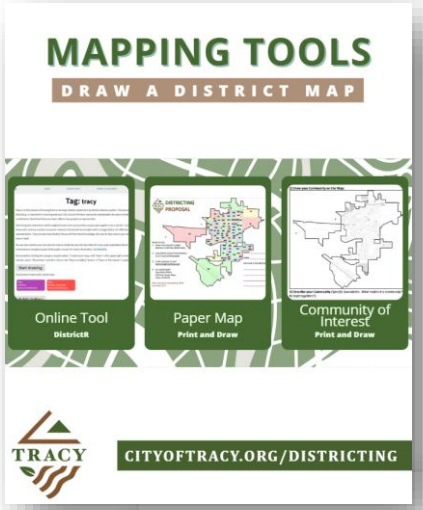


- Actividades de divulgación previstas
  - El personal va a asistir al mercado de agricultores el 15 de noviembre de 2025.
  - Informacion sobre distritación aparecerá en el boletín informativo de noviembre del administrador municipal, el 17 de noviembre de 2025



Difusión pública

- Actividades de divulgación previstas
  - Aparición en Rollin' Rec el 17 de noviembre de 2025, de 3:00 a 4:00 p. m. en Lincoln Park.
  - Apariciones adicionales en el Mercado de agricultores a lo largo del proceso de distritación
    - Próxima fecha (después del 15 de noviembre): 6 de diciembre de 2025, de 9:00 a. m. a 11:00 a. m.
  - Publicaciones constantes en las redes sociales a lo largo del proceso de distritación





Difusión pública



- Actividades de divulgación previstas
  - Anuncio por correo electrónico sobre las próximas audiencias públicas y los borradores de mapas a principios de diciembre
  - El consultor de la ciudad, Tripepi Smith, realizará llamadas a organizaciones comunitarias para informarles sobre la Audiencia pública nº 3 y el borrador de mapas a principios de diciembre.
- Fecha límite de presentación de Mapas públicos y Comunidades de interés para su consideración en la próxima Audiencia pública (#3): **25 de noviembre de 2025, a las 6:00 p. m.**
- **Próxima audiencia pública: 11 de diciembre de 2025, 7:00 p. m.**
  - **Presentación del borrador de los mapas y posible secuencia de las elecciones**
  - **Proporcionar dirección para los mapas revisados**

Criterios

Por orden de prioridad:

- Igualdad de población
- Derecho federal
- Contiguo
- Comunidades de interés
- Topografía/Geografía
- Compactibilidad

Demografía

Total	Total	NH-Blanco	Latinos*	Asiáticos*	De color*
Población^	93,350	27.0%	38.7%	22.7%	6.9%
Población en edad de votar^	69,112	29.8%	35.5%	23.1%	7.1%
Población en edad de votar+	59,598	32.8%	34.6%	21.7%	8.0%

^ Datos de redistribución de distritos del censo de 2020. Ajustado para poblaciones encarceladas

+ Tabulación especial ajustada de la Encuesta sobre la Comunidad Estadounidense 2019-2023

** Calculado de conformidad con el BOLETÍN OMB NO. 00-02*

Comunidad de Interés

Comunidad de Interés:
Población con intereses sociales o económicos comunes que debe estar en un mismo distrito para una representación justa/eficaz.

Ejemplos:
Preocupaciones políticas, características socioeconómicas, historia y distritos culturales compartidos

Se puede tener en cuenta la información existente, pero no hay un conjunto de datos definitivo

¡Se necesitan testimonios públicos!

Aspectos para recordar

Tratar de lograr la igualdad de la población. Estar preparados para justificar las desviaciones

Asegurar el cumplimiento de la Ley Federal del Derecho al Voto. Evitar la dilución del voto cuando sea necesario.

No utilizar la raza como factor predominante. Solo como uno de muchos factores y no puede subordinar otros criterios de redistribución de distritos.

Centrarse en los criterios tradicionales. Trazar divisiones contiguas, respetando las comunidades de interés, aprovechando la topografía y la geografía existentes, siendo lo más compacto posible.

No centrarse en la política. Evitar considerar el impacto sobre partidos, titulares o candidatos.

Recursos

Personalmente/Correo

- Secretaría Municipal
  333 Civic Center Plaza
  Tracy, CA 95376

Página web

- cityoftracy.org/districting

Correo electrónico

- districting@cityoftracy.org

Teléfono

- (209) 831-6105
  Secretaría municipal: línea pública

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

November 4, 2025, 6:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA

1. Mayor Arriola called the Meeting to order at 6:30 p.m.

2. There were no actions taken pursuant to AB 2449.

3. Roll Call and Declaration of Conflicts – Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola were present. The City Council had no declarations of conflict.

4. Items from the Audience – Alice English expressed opposition to the Tracy Recreation Activity Center (TRAC) being named after Dr. Nancy D. Young.

5. Request to Conduct Closed Session at 6:08 p.m.

   5.A. *CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION*

   Case Name: City of Tracy v. Surland Communities, LLC et al.; Surland LLC et al. v. City of Tracy et al.

   Case No.: STK-CV-UBC-2024-0002338 (County of San Joaquin, Superior Court)

   Government Code Section: 54956.9(d)(1)

   [The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the City in the litigation.]

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to recess to close session. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

6. Reconvene to Open Session at 6:54 p.m.

7. Report of Final Action, If Any – There was no report of final action.

8. Council Items and Comments – There were no Council items or comments.

9. Adjournment: Time: 6:55 p.m.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adjourn. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on October 30, 2025. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

November 18, 2025

Agenda Item 2.B

RECOMMENDATION

Staff recommends that the City Council adopts a resolution:
(1) Determining that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code 2.20.180 (b)(4) and dispensing such requirement for the actions herein, and;

(2) Approving a Purchase Agreement with Motorola, Inc. for the purchase of the police department's specified equipment, accessories and warranties for a total not-to-exceed amount of $165,500.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a Resolution approving a Purchase Agreement with Motorola Solutions, Inc, (Consultant) for a total not to exceed amount of $165,500. The compliance with the standard procurement procedures is not in the best interests of the City because the Tracy Police Department (TPD) uses Motorola equipment for all its communication needs and Consultant is the exclusive vendor for all Motorola products, equipment, installation and maintenance services.

BACKGROUND AND LEGISLATIVE HISTORY

TPD uses Motorola equipment for all police communication needs. This includes all portable police radios, vehicle radios, radio tower equipment, 9-1-1 Communication Center equipment, and all accessories including antennas, receivers, and voters.

Consultant is the exclusive vendor for all Motorola products, equipment, installation services, and maintenance services.

Staff recommends entering into an agreement with Consultant in the form attached hereto as Attachment A.

ANALYSIS

TPD's APX7500 vehicle radios are at end of life. Motorola, Inc. no longer supports this equipment and no longer manufactures replacement parts.

TPD has been transitioning its outdated vehicle radios to the APX8500 with each

new vehicle purchase and fleet replacements. To continue purchasing radios, TPD must execute an agreement with Consultant to support those purchases.
The proposed purchase agreement supports the purchase of 20 APX8500 vehicle radios along with a (5) five-year essential service warranty for each. TPD has fore casted the number of radios needed for current fleet replacements to the end of FY 25/26.

As Motorola Solutions, Inc. is the exclusive provider for Motorola equipment, and maintenance of Motorola equipment is only provided by Motorola Solutions, Inc. a transition to another brand of equipment would be extremely costly as the entire inventory would need to be replaced to include equipment, hardware, software, installation costs, programming costs, and other similar expenses.

An exception to the procurement procedure requiring a procurement process can be made Pursuant to Tracy Municipal Code 2.20.180(b)(4), when, in the determination of the City Council, compliance with the procedure is not in the best interest of the City for those commodities, equipment or general services the costs of which equal or exceed Fifty Thousand and no/100ths ($50,000.00) Dollars.

FISCAL IMPACT

The total not to exceed amount of this agreement is $165,500. The funding is provided through the Police Department's operating budget in the General Fund.

TPD also has (2) two separate existing agreement with Motorola, Inc.:

- A preventative maintenance agreement for all existing radio equipment. The not to exceed for this agreement is $537,945. The existing maintenance agreement will remain in effect to cover existing radio infrastructure and radios until they are replaced. Any amendments to the maintenance contract will be processed as necessary.
- A General Services Agreement for a (4) four-year, not to exceed 2,700,000, for phased replacement of all portable radios. This project is funded through CIP and approved by City Council on November 4, 2025.

PUBLIC OUTREACH/ INTEREST

This is an operational item for the police department. No public outreach was conducted.

COORDINATION

This item is coordinated with City of Tracy Operations – Fleet Replacement

CEQA DETERMINATION

The proposed action is not a "project" under the California Environmental Quality Act (CEQA). Pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this action will have an effect on the physical environment.

STRATEGIC PLAN

This agenda item is related to Council's strategic priority for Public Safety.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution:

(1) determining that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code 2.20.180 (b)(4) and dispensing such requirement for the actions herein, and;

(2) Approving a Purchase Agreement with Motorola, Inc. for the purchase of the police department's specified equipment, accessories and warranties for a total not-to-exceed amount of $165,500.

Prepared by: Beth Lyons-McCarthy, Support Operations Manager

Reviewed by: Sekou Millington, Chief of Police
Sara Castro, Director of Finance
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A: Purchase Agreement with Motorola Solutions, Inc.

MOTOROLA SOLUTIONS

QUOTE-3349724
(20) APX8500

Billing Address:
TRACY POLICE DEPT, CITY OF
520 TRACY BLVD
TRACY, CA 95376
US

Shipping Address:
PUBLIC WORKS DEPARTMENT
520 TRACY BLVD
TRACY, CA 95376
US

Quote Date:10/20/2025
Expiration Date:12/15/2025
Quote Created By:
JAMES WYLIE
JAMES.WYLIE@
motorolasolutions.com

End Customer:
TRACY POLICE DEPT, CITY OF
Michele Elmore
michele.elmore@tracypd.com
(209) 831.6656

Contract: 39229 - CONTRA COSTA COUNTY, CA
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Contract Price	Disc %	Ext. Sale Price
	APX™ 8500						
1	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	20	$6,558.00	$4,069.24	37.95%	$81,384.80
1a	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	20	$941.00	$583.89	37.95%	$11,677.80
1b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	20	$480.00	$480.00	0.0%	$9,600.00
1c	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	20	$0.00	$0.00	0.0%	$0.00
1d	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	20	$1,766.00	$1,095.80	37.95%	$21,916.00
1e	GA05507AA	DEL: DELETE 7/800MHZ BAND	20	-$800.00	-$496.40	0.0%	-$9,928.00
1f	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	20	$871.00	$540.46	37.95%	$10,809.20
1g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	20	$71.00	$44.06	37.94%	$881.20
1h	G89AC	ADD: NO RF ANTENNA NEEDED	20	$0.00	$0.00	0.0%	$0.00
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	20	$0.00	$0.00	0.0%	$0.00
1j	G67EH	ADD: REMOTE MOUNT E5 MP	20	$350.00	$217.18	37.95%	$4,343.60

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Contract Price	Disc %	Ext. Sale Price
1k	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	20	$0.00	$0.00	0.0%	$0.00
1l	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	20	$607.00	$376.64	37.95%	$7,532.80
1m	GA01670AA	ADD: APX E5 CONTROL HEAD	20	$767.00	$475.92	37.95%	$9,518.40
1n	W22BA	ADD: STD PALM MICROPHONE APX	20	$85.00	$52.74	37.95%	$1,054.80
1o	QA09113AB	ADD: BASELINE RELEASE SW	20	$0.00	$0.00	0.0%	$0.00
1p	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	20	$353.00	$219.04	37.95%	$4,380.80

Subtotal $153,171.40

Estimated Tax $11,844.64

Grand Total $165,016.04(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity purchasing Products (as defined below) from Motorola ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or "**Fees**" means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Data" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be used with the Products.

"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"**Delivery**" means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"**Lifecycle Management Services**" or "**LMS**" means upgrade services as set out in the applicable Proposal.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("**SOW**"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("**ATP**"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"**Software-as-a-Service**" or "**SaaS**" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or "**Recurring Services**" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. **Services.**

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
AI Terms
Comparison Manager

Data licensed from Motorola
Drone related Products
Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of $_____, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:

Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC (optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss**.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES,

RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted

to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with “Beneficial Use” defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer’s payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola’s performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola’s affiliates, vendors, and subcontractors).

14. **Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “Dispute”):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be

binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives

of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer:** _____
By: _____	By: _____
Name: Mike DeBenedetti	Name: _____
Title: MSI Territory Vice President	Title: _____
Date: 10/24/25	Date: _____

SOP E-75 DELEGATION OF AUTHORITY

I, **John Zidar**, Senior Vice President of **Motorola Solutions, Inc.** ("Company"), do hereby delegate my authority to execute in the name of and on behalf of the **Company** and **Motorola Solutions Canada Inc. ("MSCI"),** contract documents (pursuant to Company policy), to the below named and titled individuals with the following dollar and other limitations as specified and explicitly set out below.

Delegation to execute the following Contract documents:

Customer sale contracts, contract modifications, bids, proposals, bidder list applications, certifications, software licenses, non-disclosure agreements relating to customer sales
opportunities, teaming agreements relating to customer sales opportunities, lobbyist agreements, subcontractor documents and other contract documents related to **North America direct government sales** on behalf of the **Company and MSCI.**

Region:	**To:**	**Value:**
North America	Mike DeBenedetti Territory Vice President (TVP)*	$ 10,000,000

This Delegation of Authority granted herein shall not be delegable or assignable to any other person, shall be effective as of **June 1st, 2025**, and shall expire on **May 31st, 2026**.

The authority delegated to the above-named individuals is in addition to the authority such individuals may have to approve and execute contract documents as an officer of the Company.

This Delegation can be revoked by me at any time and will automatically expire for any named and titled individual if he or she ceases to be an employee of the Company or if he or she is assigned a different position within the Company. If a named individual is assigned a different position within the Company, the named successor is automatically given the designated authority unless a letter is provided stating otherwise.

IN WITNESS WHEREOF, I have executed this delegation of authority as of **June 1st, 2025**.

John Zidar (Jun 7, 2025 08:21 EDT)

John Zidar
Senior Vice President, North America Sales Motorola Solutions, Inc.

CERTIFICATE OF ASSISTANT SECRETARY
MOTOROLA SOLUTIONS, INC.

The undersigned certifies that he or she is a duly appointed Assistant Secretary of Motorola Solutions, Inc. (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, and that, as such, he or she is authorized to execute this Certificate on behalf of the Company, and further certifies that:

1. At a meeting of the Board of Directors of the Company held on May 15, 2025 at which a quorum was present and acting throughout, the following resolutions were duly adopted, effective May 15, 2025, have not been amended, and are in full force and effect on the date hereof:

RESOLVED, that all Senior Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Senior Vice President of one of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents", provided that this authority does not extend to:

a. Documents having a value in excess of $50 million in the aggregate over the term of the arrangement; or

b. Documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) outsourcing arrangements, (iii) customer financing extending more than 364 days, (iv) capital expenditures, (v) lease commitments, (vi) agreements and compensatory arrangements applicable to Motorola Solutions Appointed Vice Presidents and above, (vii) litigation and legal claims, (viii) appointing agents and attorneys-in-fact to represent the Company before any customs agency, (ix) financial guarantees, financial surety agreements and financial guarantee undertakings, (x) opening bank accounts, (xi) establishing borrowing relationships on behalf of the Company, and (xii) voting or otherwise dealing with securities owned by the Company. Authority for such Documents is found in the specific resolutions below.

RESOLVED, that the Board has adopted specific resolutions authorizing the signing and execution by Senior Vice Presidents of Documents related to procurement arrangements. Authority for such Documents is found in the specific resolutions below.

The officers named above are authorized to delegate this signature authority in writing to others.

2. The following person is a duly qualified and acting officer of the Company and has been duly elected to the office set forth opposite his or her name:

Name	Title
John Zidar	**Senior Vice-President**

IN WITNESS WHEREOF, I have executed this Certificate as of this 7th day of June, 2025.

Scott Schaelen
Assistant Secretary





Motorola Solutions, Inc.
500 W. Monroe, Floor 44
Chicago, Illinois 60661

Effective: May 15, 2025

Executive Committee

Gregory Q. Brown	Chairman and Chief Executive Officer
Jason J. Winkler	Executive Vice President and Chief Financial Officer
John P. Molloy	Executive Vice President and Chief Operating Officer
Kathryn A. Moore	Senior Vice President, Human Resources
Mahesh Saptharishi	Executive Vice President & Chief Technology Officer
Rajan S. Naik	Senior Vice President, Strategy & Ventures
James A. Niewiara	Senior Vice President, General Counsel
Cynthia Yazdi	Senior Vice President, Chief of Staff, Communications & Brand

Board of Directors

Gregory Q. Brown
(Chairman)

Nicole Anasenes

Kenneth D. Denman

Ayanna M. Howard

Elizabeth D. Mann

Gregory K. Mondre

Joseph M. Tucci

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) DETERMINING THAT COMPLIANCE WITH STANDARD PROCUREMENT PROCESSES IS NOT IN THE BEST INTERESTS OF THE CITY PURSUANT TO TRACY MUNICIPAL CODE 2.20.180 (B)(4) AND DISPENSING SUCH REQUIREMENT FOR THE ACTIONS HEREIN, AND;

2) APPROVING A PURCHASE AGREEMENT WITH MOTOROLA, INC. FOR THE PURCHASE OF THE POLICE DEPARTMENT'S SPECIFIED EQUIPMENT, ACCESSORIES AND WARRANTIES FOR A TOTAL NOT TO EXCEED AMOUNT OF $165,500.

WHEREAS, the Tracy Police Department (TPD) uses Motorola equipment for all police communication needs which includes all portable police radios, vehicle radios, radio tower equipment, 9-1-1 Communication Center equipment, and all accessories including antennas, receivers, and voters; and

WHEREAS, TPD's APX7500 vehicle radios are at end of life. Motorola, Inc. no longer supports this equipment and no longer manufactures replacement parts; and

WHEREAS, TPD has been transitioning its outdated vehicle radios to the APX8500 with each new vehicle purchase and fleet replacements. To continue purchasing radios, TPD must execute an agreement with Consultant to support those purchases; and

WHEREAS, This agreement supports the purchase of 20 APX8500 vehicle radios along with a (5) five-year essential service warranty for each; and

WHEREAS, because Consultant is concurrently the exclusive provider for Motorola equipment, a transition to another brand of equipment would be extremely costly as the entire inventory would need to be replaced to include equipment, hardware, software, installation costs, programming costs, and other similar expenses; and

WHEREAS, Tracy Municipal Code Section 2.20.180(b)(4) authorizes the City Council to approve an exception to the contracting procedure for general services agreements where the Council finds compliance is not in the best interest of the City for the subject services; and

WHEREAS, City Council has determined that compliance with the City's competitive bidding procedures is not in the best interest of the City, in part, because Consultant is currently the exclusive provider for Motorola equipment and a transition to another brand of equipment would be extremely costly; and

WHEREAS, the City seeks to enter into an agreement with Consultant for a cost not to exceed $165,500 to be funded through the Police Department's operating budget; and

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the City Council of the City of Tracy hereby finds the above recitals to be true and correct; and be it further

RESOLVED: That the City Council hereby approves that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code 2.20.180 (b)(4) and dispensing such requirement for the actions herein; and be it further

RESOLVED: That the City Council does hereby approve a Purchase Agreement with Motorola Solutions, Inc. in the form attached as Exhibit 1 for the purchase of the police department's specified equipment, accessories, and warranties for a total not-to-exceed amount of $165,500.

* * * * * * * * * * * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on 18th day of November, 2025 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

MOTOROLA SOLUTIONS

QUOTE-3349724
(20) APX8500

Billing Address:
TRACY POLICE DEPT, CITY OF
520 TRACY BLVD
TRACY, CA 95376
US

Shipping Address:
PUBLIC WORKS DEPARTMENT
520 TRACY BLVD
TRACY, CA 95376
US

Quote Date:10/20/2025
Expiration Date:12/15/2025
Quote Created By:
JAMES WYLIE
JAMES.WYLIE@
motorolasolutions.com

End Customer:
TRACY POLICE DEPT, CITY OF
Michele Elmore
michele.elmore@tracypd.com
(209) 831.6656

Contract: 39229 - CONTRA COSTA COUNTY, CA
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Contract Price	Disc %	Ext. Sale Price
	APX™ 8500						
1	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	20	$6,558.00	$4,069.24	37.95%	$81,384.80
1a	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	20	$941.00	$583.89	37.95%	$11,677.80
1b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	20	$480.00	$480.00	0.0%	$9,600.00
1c	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	20	$0.00	$0.00	0.0%	$0.00
1d	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	20	$1,766.00	$1,095.80	37.95%	$21,916.00
1e	GA05507AA	DEL: DELETE 7/800MHZ BAND	20	-$800.00	-$496.40	0.0%	-$9,928.00
1f	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	20	$871.00	$540.46	37.95%	$10,809.20
1g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	20	$71.00	$44.06	37.94%	$881.20
1h	G89AC	ADD: NO RF ANTENNA NEEDED	20	$0.00	$0.00	0.0%	$0.00
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	20	$0.00	$0.00	0.0%	$0.00
1j	G67EH	ADD: REMOTE MOUNT E5 MP	20	$350.00	$217.18	37.95%	$4,343.60

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Contract Price	Disc %	Ext. Sale Price
1k	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	20	$0.00	$0.00	0.0%	$0.00
1l	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	20	$607.00	$376.64	37.95%	$7,532.80
1m	GA01670AA	ADD: APX E5 CONTROL HEAD	20	$767.00	$475.92	37.95%	$9,518.40
1n	W22BA	ADD: STD PALM MICROPHONE APX	20	$85.00	$52.74	37.95%	$1,054.80
1o	QA09113AB	ADD: BASELINE RELEASE SW	20	$0.00	$0.00	0.0%	$0.00
1p	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	20	$353.00	$219.04	37.95%	$4,380.80

Subtotal $153,171.40

Estimated Tax $11,844.64

Grand Total $165,016.04(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity purchasing Products (as defined below) from Motorola ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or "**Fees**" means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Data" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be used with the Products.

"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"**Delivery**" means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"**Lifecycle Management Services**" or "**LMS**" means upgrade services as set out in the applicable Proposal.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("**SOW**"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("**ATP**"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"**Software-as-a-Service**" or "**SaaS**" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or "**Recurring Services**" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. **Services.**

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
AI Terms
Comparison Manager

Data licensed from Motorola
Drone related Products
Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of $_____, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:

Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC (optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss**.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES,

RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted

to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with “Beneficial Use” defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer’s payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola’s performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola’s affiliates, vendors, and subcontractors).

14. **Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “Dispute”):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be

binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives

of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer:** _____
By: _____	By: _____
Name: Mike DeBenedetti	Name: _____
Title: MSI Territory Vice President	Title: _____
Date: 10/24/25	Date: _____

SOP E-75 DELEGATION OF AUTHORITY

I, **John Zidar**, Senior Vice President of **Motorola Solutions, Inc.** ("Company"), do hereby delegate my authority to execute in the name of and on behalf of the **Company** and **Motorola Solutions Canada Inc. ("MSCI"),** contract documents (pursuant to Company policy), to the below named and titled individuals with the following dollar and other limitations as specified and explicitly set out below.

Delegation to execute the following Contract documents:

Customer sale contracts, contract modifications, bids, proposals, bidder list applications, certifications, software licenses, non-disclosure agreements relating to customer sales
opportunities, teaming agreements relating to customer sales opportunities, lobbyist agreements, subcontractor documents and other contract documents related to **North America direct government sales** on behalf of the **Company and MSCI.**

Region:	**To:**	**Value:**
North America	Mike DeBenedetti Territory Vice President (TVP)*	$ 10,000,000

This Delegation of Authority granted herein shall not be delegable or assignable to any other person, shall be effective as of **June 1st, 2025**, and shall expire on **May 31st, 2026**.

The authority delegated to the above-named individuals is in addition to the authority such individuals may have to approve and execute contract documents as an officer of the Company.

This Delegation can be revoked by me at any time and will automatically expire for any named and titled individual if he or she ceases to be an employee of the Company or if he or she is assigned a different position within the Company. If a named individual is assigned a different position within the Company, the named successor is automatically given the designated authority unless a letter is provided stating otherwise.

IN WITNESS WHEREOF, I have executed this delegation of authority as of **June 1st, 2025**.

John Zidar (Jun 7, 2025 08:21 EDT)

John Zidar
Senior Vice President, North America Sales Motorola Solutions, Inc.

CERTIFICATE OF ASSISTANT SECRETARY
MOTOROLA SOLUTIONS, INC.

The undersigned certifies that he or she is a duly appointed Assistant Secretary of Motorola Solutions, Inc. (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, and that, as such, he or she is authorized to execute this Certificate on behalf of the Company, and further certifies that:

1. At a meeting of the Board of Directors of the Company held on May 15, 2025 at which a quorum was present and acting throughout, the following resolutions were duly adopted, effective May 15, 2025, have not been amended, and are in full force and effect on the date hereof:

RESOLVED, that all Senior Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Senior Vice President of one of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents", provided that this authority does not extend to:

a. Documents having a value in excess of $50 million in the aggregate over the term of the arrangement; or

b. Documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) outsourcing arrangements, (iii) customer financing extending more than 364 days, (iv) capital expenditures, (v) lease commitments, (vi) agreements and compensatory arrangements applicable to Motorola Solutions Appointed Vice Presidents and above, (vii) litigation and legal claims, (viii) appointing agents and attorneys-in-fact to represent the Company before any customs agency, (ix) financial guarantees, financial surety agreements and financial guarantee undertakings, (x) opening bank accounts, (xi) establishing borrowing relationships on behalf of the Company, and (xii) voting or otherwise dealing with securities owned by the Company. Authority for such Documents is found in the specific resolutions below.

RESOLVED, that the Board has adopted specific resolutions authorizing the signing and execution by Senior Vice Presidents of Documents related to procurement arrangements. Authority for such Documents is found in the specific resolutions below.

The officers named above are authorized to delegate this signature authority in writing to others.

2. The following person is a duly qualified and acting officer of the Company and has been duly elected to the office set forth opposite his or her name:

Name	Title
John Zidar	**Senior Vice-President**

IN WITNESS WHEREOF, I have executed this Certificate as of this 7th day of June, 2025.

Scott Schaelen
Assistant Secretary





Motorola Solutions, Inc.
500 W. Monroe, Floor 44
Chicago, Illinois 60661

Effective: May 15, 2025

Executive Committee

Gregory Q. Brown	Chairman and Chief Executive Officer
Jason J. Winkler	Executive Vice President and Chief Financial Officer
John P. Molloy	Executive Vice President and Chief Operating Officer
Kathryn A. Moore	Senior Vice President, Human Resources
Mahesh Saptharishi	Executive Vice President & Chief Technology Officer
Rajan S. Naik	Senior Vice President, Strategy & Ventures
James A. Niewiara	Senior Vice President, General Counsel
Cynthia Yazdi	Senior Vice President, Chief of Staff, Communications & Brand

Board of Directors

Gregory Q. Brown
(Chairman)

Nicole Anasenes

Kenneth D. Denman

Ayanna M. Howard

Elizabeth D. Mann

Gregory K. Mondre

Joseph M. Tucci

November 18, 2025

Agenda Item 2.C

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) approving the Offsite Improvement Agreement between the City and Prologis, L.P. for offsite improvements on Capital Parks Drive, (2) authorizing the City Clerk to accept land dedications, and (3) authorizing the City Clerk to file the conveyance documents with the San Joaquin County Recorder.

EXECUTIVE SUMMARY

This agenda item seeks approval of an Offsite Improvement Agreement (OIA) (Attachment B) for the construction of offsite improvements by Prologis, L.P. (Developer). Construction of these improvements is required as part of the Conditions of Approval (COAs) for International Park of Commerce Building 11, within the Cordes Ranch Specific Plan. The offsite improvements include construction of roadway, utility, landscaping, irrigation, traffic signal, signing and striping, and other associated improvements on Capital Parks Drive. See Attachment A for Vicinity Map.

Staff is also seeking acceptance of various land dedications from the Developer, which are necessary to accommodate the improvements required under the OIA. All dedications are being made by the Developer to the City. See Attachment C and Attachment D for land conveyance documents.

BACKGROUND AND LEGISLATIVE HISTORY

On September 17, 2013, the City and the Developer entered into a Development Agreement (DA) for the Cordes Ranch Specific Plan (CRSP). On December 20, 2013, the DA was recorded with San Joaquin County. On May 17, 2016, the City adopted the CRSP.

On July 14, 2021, Planning Commission approved Tentative Subdivision Map Application (TSM19-0002) for Tract 4103 by Resolution No. 2021-012 (Tentative Map).

Since the approval of the DA and CRSP, the Developer has been submitting, and the City has been approving, various buildings by Development Review Permits (DRPs) via Title 10 of the municipal code, which allows for the approval of a DRP by a reviewing body, following a comprehensive environmental, public infrastructure, site, and architectural plan review prior to the issuance of a building permit.

On August 28, 2025, the Community and Economic Development Director approved the DRP for IPC Building 11 (D25-0012) (Project). The COAs for the Project require the Developer to construct certain roadway and utility improvements on Capital Parks Drive, which include, amongst other things, roadway, utility, landscaping, irrigation, traffic

signal, signing, striping, and other associated improvements (Improvements). Said Improvements are the subject of the OIA.

The DA and COAs require that the Developer to dedicate applicable easements and right-of-way to the City for any proposed improvements. Currently, the Developer owns all the land where the Improvements will be constructed and must dedicate the applicable easements and right-of-way to the City to facilitate construction of the Improvements. As such, the Developer will dedicate a portion of its property to the City in the form of an Irrevocable Offer of Dedication (IOD) for the purpose of constructing a public roadway. Concurrently, the Developer will be granting easements to the City in the form of Public Utility Easements (PUEs) for the purpose of installation and maintenance of public utilities.

ANALYSIS

Pursuant to the Tracy Municipal Code Section 12.36.020, the Developer is required to execute the OIA and to post necessary security to guarantee completion of the Improvements. The OIA is a legally binding mechanism guaranteeing the Developer's construction of the Improvements. The Developer has executed the OIA and submitted the required security to guarantee the completion of the Improvements. The improvement plans and OIA are on file with the City Engineer under Tracking No. ENG23-0034 and are available for review upon request.

Upon completion of the Improvements, staff will present them to the City Council for formal acceptance and inclusion into the City's maintenance responsibilities. Staff has confirmed that all plat and legal documents submitted by the Developer for both the IOD and PUE are complete and are technically correct.

The City needs to approve the Developer's property dedication offer in the form of an IOD, subject to the completion and acceptance of all Improvements, which will allow for sufficient right of way needed to construct the Improvements. The dedication offer will stand until the Improvements are complete, at which time the City will formally accept the offer and receive the Improvements and underlying property as public right of way. This future step will occur under a separate action and resolution, which involves the acceptance of the Improvements and a formal filing and recordation of a notice of completion with the San Joaquin County Recorder.

Lastly, the City needs to approve and accept the PUE dedication from the Developer to allow for the installation and maintenance of public utilities.

FISCAL IMPACT

There will be no fiscal impact associated with this action. The Developer will pay for the cost of processing the agreement, construction, and inspection. The Developer will receive transportation impact fee credits in the amount of $699,470.03 and storm

drainage impact fee credits in the amount of $76,781.40 based on the City's Transportation Master Plan and Storm Drainage Master Plan subject to Title 13 of the Tracy Municipal Code.

PUBLIC OUTREACH / INTEREST

Not applicable.

COORDINATION

Not applicable.

CEQA DETERMINATION

The Project is within the scope of the development program evaluated in the certified Cordes Ranch Specific Plan Environmental Impact Report (CRSP EIR) and is consistent with the land use designations and development densities and intensities assigned to the proposed Project sites by the Cordes Ranch Specific Plan zoning. Cumulative and offsite impacts associated with development of the proposed Project, as proposed, were fully addressed in the CRSP EIR (SCH# 2011122015). Since the proposed Project is within the scope of the development program evaluated in the CRSP EIR and no subsequent EIR is required pursuant to Section 15162 of the California Environmental Quality Act (CEQA) Guidelines, under Section 15168(c) of the CEQA Guidelines, no further environmental review is required for the Project.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Economic Development Strategy to ensure physical infrastructure necessary for development.

ACTION REQUESTED OF THE CITY COUNCIL

That the City Council, by resolution, (1) approving the Offsite Improvement Agreement between the City and Prologis, L.P. for offsite improvements on Capital Parks Drive, (2) authorizing the City Clerk to accept land dedications, and (3) authorizing the City Clerk to file the conveyance documents with the San Joaquin County Recorder.

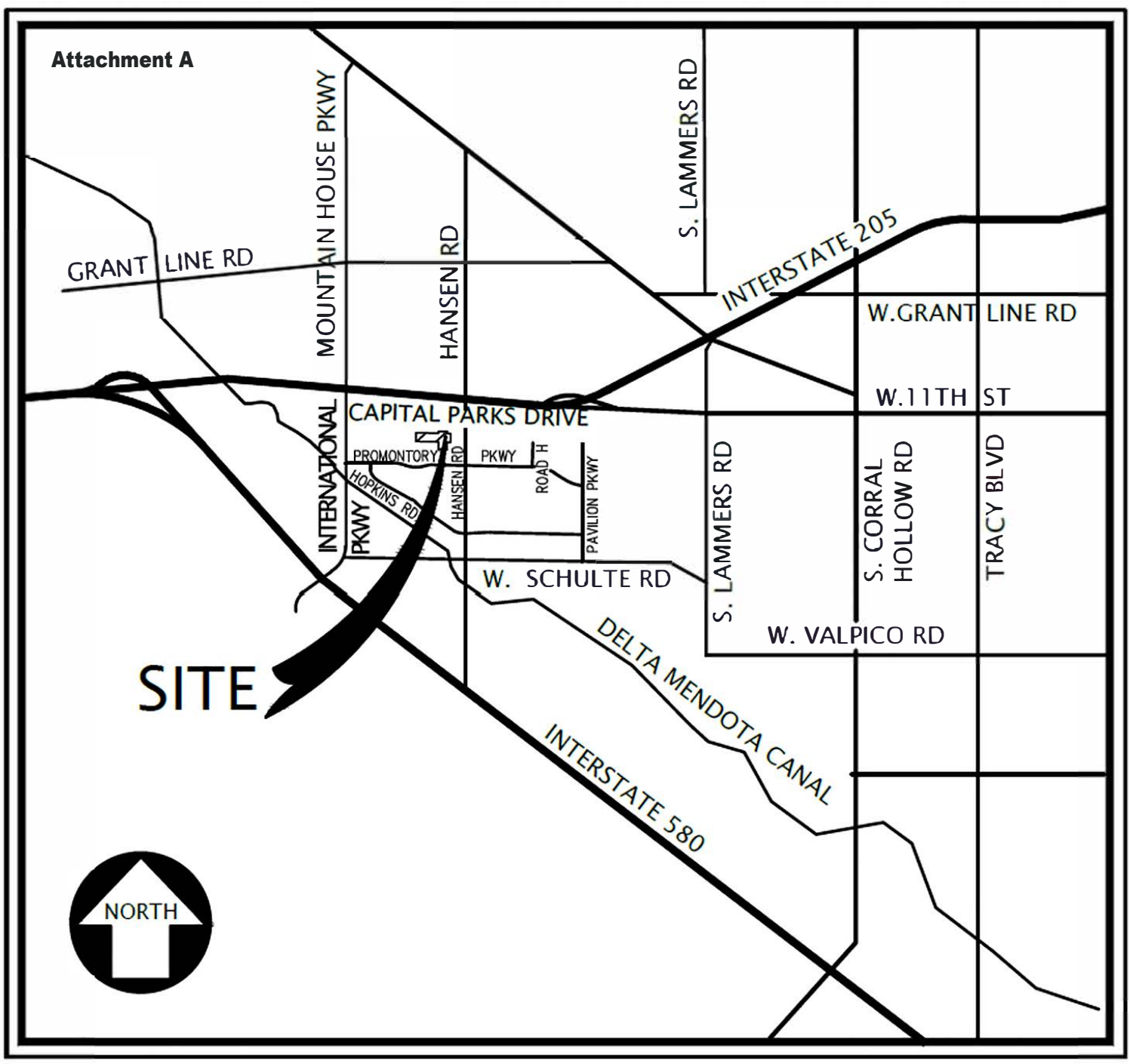
Prepared by: Majeed Mohamed, Associate Engineer
Ritu Shrestha, Assistant Engineer

Reviewed by: David I. Brotchie, PE, Senior Civil Engineer
Forrest Ebbs, Community and Economic Development Director
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Offsite Improvement Agreement
Attachment C – Irrevocable Offer of Dedication
Attachment D – Public Utility Easement Dedication



VICINITY MAP

N.T.S.

CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
FOR INTERNATIONAL PARK OF COMMERCE (IPC)
PHASE 1L STREET IMPROVEMENTS ON CAPITAL PARKS DRIVE, HUNTINGTON WAY, AND CROCKER WAY

This **OFFSITE IMPROVEMENT AGREEMENT FOR INTERNATIONAL PARK OF COMMERCE (IPC) – PHASE 1L STREET IMPROVEMENTS ON CAPITAL PARKS DRIVE, HUNTINGTON WAY, AND CROCKER WAY,** ("***Agreement***") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("***City***") and **PROLOGIS, L. P.**, a Delaware limited partnership (referred to as "***Developer***").

RECITALS

A. Developer is the legal owner of approximately one thousand two hundred and forty-two (1,242) acres of real property within the Cordes Ranch Specific Plan Area, which consists of approximately one thousand seven hundred and eighty (1,780) acres ("***Specific Plan Area***"). The Cordes Ranch Specific Plan ("***Specific Plan***") is intended to create a state-of-the-art commerce and business park within the Specific Plan Area by establishing land use, zoning and development standards and regulations to provide for the phased development of approximately thirty-one (31) million square feet of general commercial, general office and business park industrial uses, related on- and off-site infrastructure, and passive and active use open space areas, trails, joint use park/detention facilities, and other related improvements, as described more fully therein ("***Project***").

B. On September 3, 2013, the Tracy City Council ("***City Council***") adopted the Specific Plan and approved related land use entitlements to enable the Project to proceed. In connection therewith, the City Council approved that certain *Development Agreement by and Between the City of Tracy and Prologis, L.P.* ("***Development Agreement***").

C. On July 14, 2021, the City Council approved a Tentative Subdivision Map Application *TSM19-0002 – Tract No. 4103 Cordes Ranch – International Park of Commerce Tentative Subdivision* Map by Resolution No. 2021-012 ("**Tentative Map**"). The Tentative Map is on file with the City Clerk and is incorporated herein by reference. The approval of the Application was subject to specific conditions of approval (hereinafter "**Conditions of Approval**"), attached hereto as **Exhibit "A-1"**, and incorporated by reference.

D. The Development Review Application (D25-0012) (the "Application") (the "IPC Building 11 Application") for the construction of concrete curb and gutter, sidewalk, accessible ramps, driveways, water and sewer lines, storm drain systems, catch basins, fire hydrants, landscape with automatic irrigation, streetlights, traffic signals, signing and striping, joint trench and associated improvements between the curb and the street right-of-way on Capital Parks Drive, Huntington Way, and Crocker Way (collectively, the "Work"), as approved by the Development Services Director on August 28, 2025, is on file with the Community and Economic Development Director, and is incorporated herein by reference. The approval of the Application was subject to specific conditions of approval (hereinafter "Conditions of Approval"), attached hereto as **Exhibit "A-2"**, and incorporated by reference.

E. In accordance with the Development Agreement, Specific Plan and Conditions of Approval, Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the construction of concrete curb and gutter, underground utilities, sidewalk, accessible ramps, driveways, landscape with automatic irrigation, signing and striping, traffic signals, and associated improvements on Capital Parks Drive, Huntington Way, and Crocker Way (collectively, the "***Work***"). The Work is described more fully in the forty-one (41) sheets entitled "International Park of Commerce – Phase 1L Street Improvement Plans (ENG23-0034) consisting of seven (20) sheets of Civil Improvement plans prepared by Kier & Wright Civil Engineers & Surveyors, Inc. of Livermore, California, twelve (12) sheets of Irrigation and Landscape plans prepared by David Babcock + Associates of Lafayette, California, (3) sheets of Traffic Signal, Signing, and Striping plans prepared by TJKM of Pleasanton, California, and (6) sheets of Electrolier & Photometric plans prepared by Vizion Utility Partners of Pleasanton, California ("***Plans and Specifications***") signed by the City Engineer on October 6, 2025. The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference. The Work will be performed on the real property shown and more particularly described in **Exhibit "B"** hereto (the "**Property**").

F. Since the Work, as described above and in the Plans and Specifications, has not been completed, Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer, pursuant to this Agreement and, as applicable, Section 4 of the Development Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications, subject to the applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer, such approval not to be unreasonably withheld. Developer may submit a written request to the City Engineer for a change in the scope of the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by the Developer in accordance with the requirements of the State prevailing wage laws.

2. DEVELOPER'S AUTHORIZED REPRESENTATIVE. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("***Authorized Representative***") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "C"** attached hereto includes the initial contact information referenced herein.

3. LOCATION OF PERFORMANCE. Developer shall perform the Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City Engineer. Subject to the applicable provisions of Section 3.8 of the Development

Agreement, in the event and to the extent required for the Work, Developer shall acquire all easements and/or rights-of-way necessary for the performance of the Work, at Developer's expense, subject to applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement.

4. IMPROVEMENT SECURITY. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq*.) and Tracy Municipal Code Section 12.36.080, in the following amounts:

4.1. Faithful Performance security in the amount of **$ 3,004,579.41**to secure faithful performance of this Agreement (until the day following the date upon which the City Council accepts the Work as complete).

4.2. Labor and Material security in the amount of **$ 3,004,579.41** to secure payment by Developer to laborers and materialmen (until the day following the date upon which any and all claims in connection with the Work are required to be made by laborers and materialmen in accordance with applicable laws).

4.3. Warranty security in the amount of **$ 300,457.94** to guarantee improvements against any defective work or labor done or defective materials used in the performance of Work (from the day following the date upon which the City Council accepts the Work as complete through and including the same date in the following year).

5. IRREVOCABLE OFFER OF DEDICATION. Concurrently with the execution of this Agreement, Developer shall execute the Irrevocable Offer of Dedication (IOD) in the form attached hereto as **Exhibit "D"**. At Developer's expense, Developer shall also remove or insure over, as requested by City, any new encumbrances City deems, in its discretion, to conflict with the City's intended ownership and use of the facilities as set forth in Tracy Municipal Code section 12.32.040. Developer acknowledges and agrees that City's acceptance of final improvements and release of Improvement securities pursuant to Section 4 is contingent upon elimination of these encumbrances by the Developer including but not limited to:
5.1. 16' Irrigation Pipeline Easement Document Number 1531-OR-457
5.2. U.S.A. Water Pipeline Easement Document Number 1528-OR-416.
5.3. U.S.A. Water Pipeline Easement Document Number 1607-OR-381

6. INSURANCE. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish evidence to City that all of the following insurance requirements have been satisfied by the Developer or its general contractor responsible for the Work. The insurance coverage requirements below can also be covered by umbrella policies if approved by the City.

6.1. General. Developer shall, throughout the duration of this Agreement, maintain or cause to be maintained insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services for the Work covered by this Agreement at the minimum levels set forth herein.

6.2. Commercial General Liability. Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

6.3. Automobile Liability. Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars ($2,000,000) per accident.

6.4. Workers' Compensation. Developer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

6.5. Professional Liability. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

6.6. Notice of Cancellation. Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days' prior written notice to City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

6.7. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

6.8. Insurance Certificate. Developer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form reasonably satisfactory to the City Attorney.

6.9. Substitute Certificates. No later than five (5) calendar days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide City with a substitute certificate of insurance.

6.10. Developer's Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any of its obligations hereunder (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary or desirable.

7. PERMITS, LICENSES AND COMPLIANCE WITH LAW. Developer shall, at its expense, obtain and maintain all necessary permits, approvals and licenses for performance of the Work, subject to City's cooperation pursuant to the applicable provisions of Sections 3.4 and 3.5 of the Development Agreement. In its performance of the Work, Developer shall comply with all applicable local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

8. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and Developer and the City shall with diligence and in good faith adhere to the timing requirements set forth herein unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to City, in writing, no later than ten (10) days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.

8.1. Commencement of Work. The Work shall begin within 60 days after the Effective Date of the Agreement, provided that Developer has acquired all access rights from third parties necessary for the performance of such Work. Should Developer not acquire all access rights from third parties necessary for the performance of such work, the Developer shall inform the City, in writing, of such lack of access from third parties. Nothing in this agreement shall relieve the Developer of its obligation to obtain access from other third parties to complete the Work herein, and nothing herein shall relieve the Developer of its obligation to perform the Work herein. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required and provided that the Work has not commenced within 60 days after the Effective Date, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice. Failure to provide said notice shall not relieve Developer's obligation to commence Work within 60 days after the Effective Date. As used herein, the "Effective Date" shall mean the date that the City has executed this Agreement and delivered such fully executed Agreement to Developer. Electronic delivery of the executed agreement shall constitute completion of delivery for the purposes of this section and failure to do so shall be deemed a material breach hereunder.

8.2. Schedule of Work. Concurrently with the written notice of commencement of Work, Developer shall provide City with a written schedule of Work that is acceptable to the City Engineer in its reasonable discretion, which shall be

updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

8.3. Completion of Work. Developer shall complete all Work by the earlier of (A) no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 8.1 above, and subject to extension for force majure, or, (B) if Developer fails to provide the requisite notice of commencement required under Section 8.1 above, then three hundred sixty-five (365) calendar days after the Effective Date. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

9. INSPECTION BY CITY. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. When requested by Developer, City shall use reasonable efforts to complete the requested inspection.

City inspections of the Work shall be conducted in accordance with the applicable provisions of Section 4 of the Development Agreement.

10. FEES AND FEE CREDITS. Developer shall pay all fees due to City in connection with the Work, and shall be eligible for fee credits, in accordance with the applicable provisions of Title 13 of the City of Tracy Municipal Code or the Development Agreement, whichever is applicable. Accordingly, to the extent not previously paid, concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall pay City the applicable Program Soft Costs (as that term is defined in the Development Agreement) in accordance with the applicable provisions of Section 5.1(b) of the Development Agreement. Fee credits have been calculated as described in **Exhibit "E"** attached hereto. The fee credits cannot be changed without prior written consent of the City Manager.

10.1. Transportation Impact Fee Credits. Immediately upon Developer's execution of this Agreement and provision of the Improvement Security described in Section 4 and after satisfying all the requirements Pursuant to Tracy Municipal Code Section 13.08.010, Developer shall be eligible for fee credits against Developer's obligation to pay the City's Transportation Master Plan Impact Fees in the amount of **$699,470.03**. Developer is responsible for paying the associated program management fee.

10.2. Storm Drainage Impact Fee Credits. Immediately upon Developer's execution of this Agreement and provision of the Improvement Security described in Section 4 and after satisfying all the requirement Pursuant to Tracy Municipal Code Section 13.08.010, Developer shall be eligible for fee credits against Developer's obligation to pay the City's Storm Drainage Master Plan Impact Fees in the amount of **$76,781.40.** Developer is responsible for paying the associated program management fee.

11. DEFAULT.

11.1. Notice of Default. Subject to compliance with the applicable provisions of Sections 4.4(a) and (b) of the Development Agreement, in the event that Developer is in default of this Agreement, as defined in this Section 11, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

11.2. Material Breach. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

11.2.1. The Developer is insolvent, bankrupt, or makes a general assignment of the benefit of its creditors.

11.2.2. The Developer abandons the Work site.

11.2.3. The Developer fails to perform one or more material requirements of this Agreement, and fails to cure any such non-performance pursuant to Section 11.3, below.

11.2.4. The Developer violates any legal requirements related to the Work, and fails to cure such violation pursuant to Section 11.3, below.

11.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

11.3.1. Cure the default in accordance with Section 4.4(b) of the Development Agreement.

11.3.2. Demand that Developer complete performance of the Work.

11.3.3. Demand that Developer's surety (if any) complete performance of the Work.

11.3.4. Enter the Property and complete the Work. To this end, Developer hereby grants City a license to enter onto the Property that is the subject of this Agreement, to complete the Work in the event of an uncured default.

11.3.5. Any other judicial remedies available to the City.

12. REPAIR OF ANY DAMAGE. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

13. ACCEPTANCE OF WORK. Upon Developer's satisfactory completion, as reasonably determined by the City Engineer, of all items on all punch lists prepared by the City for the Work, City Staff shall use its best efforts to expeditiously present the improvements comprising the Work to the City Council for the City Council's final acceptance. Prior to final acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Work site.

14. WARRANTY PERIOD. Developer shall warrant the quality of the Work, in accordance with the Plans and Specifications, for a period of one (1) year after final acceptance of the Work by the City Council, consistent with Section 4.3 above.

15. INDEPENDENT CONTRACTOR STATUS. Developer is an independent contractor, and the parties agree that City shall have no responsibility for any acts of Developer's employees, agents, representatives, contractors or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever, unless City provides prior written authorization to Developer.

16. OWNERSHIP OF WORK. All original documents prepared by Developer for this Agreement shall be given to City upon City's final acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws and with Developer's contracts with its design professionals.

17. INDEMNIFICATION. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees except when caused by the gross negligence or willful misconduct of City until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, above, has expired, at which time the indemnification obligations under this Section 17 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 17 are in addition to all other Developer obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, above.

18. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of City, which shall not be unreasonably withheld, delayed or denied. Any attempt to assign or delegate this Agreement without City's written consent shall be void and of no force and effect. Consent by City to one assignment shall not be deemed to be consent to any subsequent assignment.

19. NOTICES.

19.1. Notice in Writing. All notices, demands, or other communications that this Agreement contemplates, authorizes or requires shall be in writing and shall be personally delivered and electronically mailed to the respective party as follows:

City: City of Tracy
Attn: City Engineer
333 Civic Center Plaza
Tracy, CA 95376
notice@cityoftracy.org

Copy to: City Attorney's Office
Attn: City Attorney
333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

Prologis: Prologis L.P.
Attn: Bobby Gray
Pier 1, Bay 1
San Francisco, CA 94111
Tel: (415) 637-0153
Fax: (415) 733-2171
rgray@prologis.com

Copy to: Rutan & Tucker, LLP
Attn: John A. Ramirez
611 Anton Blvd.
Costa Mesa , CA 92694
Tel: 714-662-4610
Fax: 415.262.5199
jramirez@rutan.com

Copy to: Prologis L.P.
Attn: General Counsel
1800 Wazee Suite #500
Denver, CO 80202
Tel: 303.567.5000
Fax: 303.567.5903
legalnotice@prologis.com

19.2. Communications shall be deemed to have been given and received when actual receipt at the email address designated above occurs.

20. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

21. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

22. SEVERABILITY. In the event a court of competent jurisdiction holds any term of this Agreement invalid, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

23. JURISDICTION AND VENUE. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

24. ENTIRE AGREEMENT. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties

concerning the Work. This Agreement supersedes all prior negotiations, representations or agreements as such may relate to performance of the Work.

25. 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. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

Dan Arriola, Mayor

Date: _____

PROLOGIS, L.P. a Delaware Limited Partnership

By: Prologis, Inc. a Maryland corporation, its General Partner

Bobby Gray, Vice President, Investment Officer

Date: 10/23/2025

Attest:

April B. A. Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

ATTACHMENTS:

Exhibit A-1 – Conditions of Approval (TSM19-0002)
Exhibit A-2 – Conditions of Approval (D25-0012)
Exhibit B – Legal Description of the Property
Exhibit C – Contact Information of Authorized Representative
Exhibit D – Irrevocable Offer of Dedication (IOD)
Exhibit E – Fee Credits

Exhibit A -1 - Conditions of Approval (TSM19-0002)

Exhibit "A"

Conditions of Approval
International Park of Commerce Tentative Subdivision Map
Application Number TSM19-0002
July 14, 2021

These Conditions of Approval shall apply to the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bounded by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002.

A. The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer".

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Public Works Director, or the City Engineer to perform the duties set forth herein.

3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

4. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

5. "Conditions of Approval" shall mean the conditions of approval applicable to the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bound by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002. The Conditions of Approval shall specifically include all Development Services Department Conditions set forth herein.

6. "Project" means the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bound by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002.

7. "Property" means the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bound by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002.

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means the Developer. The term "Subdivider" shall include all successors in interest.

B. Planning Division Conditions of Approval

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. The Project shall document compliance with the development standards that apply to the Cordes Ranch Specific Plan Zone, including but not limited to street layout, lot size, and building setbacks.

4. Prior to the construction of any new buildings on these lots, a Development Review Permit approval must be issued pursuant to the requirements of the Cordes Ranch Specific Plan.

5. Prior to the recordation of a final map for lots 11 and 39, a plan shall be created for the improvement and maintenance of those lots, which may include, but not be limited to:
    - Merging the lots with those to the south (lots 17 and 18) upon purchase of the property WSID property that currently bisects said lots for the contiguous development of lot 18 with lot 39, and lot 17 with lot 11.
    - Improving the lots with landscaping and irrigation or parking areas to be maintained by the property owner.

C. Engineering Division Conditions of Approval

C.1. General Conditions

Developer shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project including but not limited to the list below:

a. "Cordes Ranch Specific Plan" prepared by David Babcock & Associates, dated September 3, 2013 ("Specific Plan").

b. "Cordes Ranch Specific Plan Final Environmental Impact Report", prepared by The Planning Center | DC&E, dated September 3, 2013 ("FEIR"), adopted by City Council on September 3, 2013 (Resolution No. 2013-143).

c. "Mitigation Measures and Monitoring Program for the Cordes Ranch Specific Plan", adopted by the City Council September 3, 2013 (Resolution No. 2013-143).

d. "Cordes Ranch Specific Plan – Storm Drainage Technical Report" prepared by Storm Water Consulting, Inc. and Stantec, Inc., dated December 2012, and any subsequent amendments or updates.

e. "Cordes Ranch Specific Plan Tier 2 Infrastructure Evaluation of Potable and Recycled Water Systems" prepared by West Yost Associates, Inc. dated July 7, 2014, and any amendments or updates.

f. "Wastewater Master Plan Tier 2 – Cordes Ranch Specific Plan Application Review" prepared by CH2MHill, Inc. dated January 2013, and any subsequent amendments or updates.

g. "Traffic Study for Implementation of Cordes Ranch Scheme 100" Technical Memorandum prepared by Kimley Horn, dated January 12, 2016, and subsequent amendments, dated September 28, 2018 or updates.

h. "Cordes Ranch 2nd Consistency Analysis (Phase 1K) Traffic Study" Technical Memorandum prepared by Kimley-Horn, dated June 30, 2020, and any subsequent amendments or updates.

C.2 Final Map

Prior to City Council's approval of the Final Map within the Project boundaries, Developer will demonstrate, to the reasonable satisfaction of the City Engineer, that all the requirements set forth in these Conditions of Approval are completed, including, but not limited to the following:

C.2.1. Developer has submitted one (1) reproducible copy of the approved tentative subdivision map for the Project within ten (10) days after Developer's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map means consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property. The Tentative Subdivision Map shall be printed 24" x 36" polyester film (mylar) using the City's title block.

C.2.2. Each Final Map is prepared in accordance with the applicable requirements of the Subdivision Map Act, Tracy Municipal Code, these Conditions of Approval, be in substantial conformance with the Tentative Subdivision Map, and other applicable Law.

C.2.3. Each Final Map will include and show offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required to construct and

serve the Project described by the Improvement Plans and Final Map, in accordance with Applicable Laws and these Conditions of Approval. If construction easement(s) is/are shown, it/they shall indicate the termination of the construction easement(s).

a. The Developer shall dedicate Public Utility Easement (PUE) along the frontages on all public streets for the installation, repair, use, operation, and maintenance of other public utilities such as electric, gas, telephone, cable TV, and others. Larger private utility structures may require additional PUE “bump outs” to accommodate structures.

b. The Developer shall coordinate with the respective owner(s) of the utilities including but not limited to PG&E, AT&T, and Comcast, for the design and installation of these utilities within the Property. Engineering design and construction details of these utilities must be prepared as part of the joint utility trench plans to be submitted for City’s review.

c. The Developer shall obtain the approval of all other public agencies with jurisdiction over the required public facilities.

d. Developer shall submit documentation for vacation or abandonment of existing easements that are shown on the Tentative Map to be abandoned.

C.2.4. If multiple final maps are to be filed, the Improvement Plans, as described above, must be prepared with a detailed phasing plan showing construction limits and logical sequence or order of constructing street and utilities improvements. The phasing plan shall clearly identify the improvements to be constructed with each construction phase.

C.2.5. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

C.2.6. Developer has submitted a signed and stamped Engineer’s Estimate that shows construction cost of public improvements to be dedicated to the City.

C.2.7. For purposed public improvements not yet constructed or assured by an existing fully executed Off-site Improvement Agreement and Improvement Security, Developer shall submit a signed and notarized Subdivision Improvement Agreement (SIA) and Improvement Security, to assure the completion of public improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the Applicable Law and the SIA.

C.2.8. Developer has paid engineering review fees or deposits including improvement plan checking, final map review, agreement processing, and

all other deposits, or fees required by these Conditions of Approval and Applicable Laws.

C.2.9. Developer has submitted technical or materials specifications, cost estimates, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions of Approval.

C.2.10. Developer has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes.

C.2.11. Developer has submitted signed and stamped Improvement Plans.

Developer has executed agreements and constructed certain infrastructure improvements prior to filing of this Tentative Subdivision Map. E.2.6, E.2.7, and E.2.8 will not apply to those infrastructure improvements as determined by the City Engineer.

C.3. Grading Permit

Prior to the release of the Grading Permit, Developer will provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.3.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer and Geotechnical Engineer.

C.3.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.3.3. Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

C.3.4. PDF copy of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California, as required in Condition E.4.2(a), below. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, and elevation of the highest observed groundwater level.

a. Developer /Subdivider shall pay for the cost of peer review of Geotech reports by City's consultant.

C.3.5. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.

C.3.6. Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).

C.3.7. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Measure AQ-1 and AQ-2 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Specific Plan Final Environmental Impact Report (CRSP EIR).

C.3.8. Documentation of any necessary authorizations from Regional Water Quality Control Board (RWQCB) as required in the applicable mitigation measures identified in the Cordes Ranch Specific Plan EIR.

C.3.9. Documentation of construction easement(s) or agreement(s) from owners of adjacent properties for any grading work within their parcels, or for grading work impacting their property.

C.3.10. Permit(s), agreement(s) and approval of other public agencies that have jurisdiction over the required public facilities, if applicable.

C.4. Encroachment Permit

Prior to the release of the Encroachment Permit Developer will provide all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. Improvement Plans prepared on a 24" x 36" size 4-milimeter thick polyester film (mylar) and these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The City shall obtain all applicable signatures by City departments (where applicable) on the mylars including signatures by Building

Official and Fire Code Official prior to Developer submitting the mylars to Engineering Division for City Engineer's approval.

C.4.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.3. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Developer's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

C.4.4. If required, signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC. The Developer's obligations in the DIA shall be deemed to be satisfied upon the release of the Improvement Security.

C.4.5. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 16, 2017, per Resolution 2017-098.

C.4.6. Traffic Control Plan shall be prepared under the supervision of and signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.7. South San Joaquin County Fire Authority's Fire Marshal's signature, if applicable, on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

C.5. Improvement Plans

General: Improvement Plans shall contain the design, construction details and specifications of public improvements that are necessary to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

C.5.1. The Improvement Plans shall be prepared in mylar with the City of Tracy standard title and signature block.

C.5.2. Obtain all applicable signatures by City departments and from outside agencies (where applicable) on the mylar including signatures by the Fire Marshal, prior to the Developer submitting the mylars to Engineering Division for City Engineer's approval.

C.5.3. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. PDF copy of the Project's Geotechnical /Soils Report prepared or signed and stamped by a Geotechnical Engineer.

d. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).

C.5.4. Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

b. The Grading Plan shall show construction detail(s) of the retaining walls or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site.

c. An engineered fill may be accepted as a substitute of a retaining wall, if any, subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Developer shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to issuance of the final building certificate of occupancy.

d. Grading for the site shall be designed such that the Project's storm water can overland release to either a public street or to a public storm drainage facility.

e. Prior to approval of a grading permit for the Project, the Developer shall submit a drainage report and drainage calculations for the project site based on the Master Plan criteria and starting water surface elevation

for review by City's consultant. The Developer shall be responsible to pay for the review.

f. If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or to be relocated or to be removed, if any, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Developer shall design, coordinate and construct required modifications to the improvements, if required, to the reasonable satisfaction of the City.

C.5.5. Permanent storm drainage connection

a. The Project's permanent storm drainage connection(s) shall be designed and constructed to meet City Standards and the recommendations in the Storm Drainage Technical Report.

b. Prior to the approval of the Final Map for the Project, the Developer shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's *Multi-Agency Post-Construction Stormwater Standards Manual* (Manual). Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

C.5.6. Temporary Drainage System – Retention Basin

a. Temporary retention is required to serve this project until DET LW9A & LW9B and DET LW6 and the downstream outfall system is completed and operational. The Project will utilize DET LW9A & LW9B and DET LW6 to satisfy the requirements for temporary retention set forth in the City Design Standards. Developer shall provide calculations to demonstrate that adequate capacity in DET LW6 or DET LW9A & LW9B is available (as applicable) to serve the Project. All costs of design and construction of improvements required for temporary storage shall be paid for by the Developer. No fee credits or reimbursements will be applicable for these improvements.

b. Acceptance of the DET LW9A & LW9B and DET LW6 basin parcels by the City will be upon completion of the downstream facilities, and upon the determination by the City Engineer that the basin is constructed and operational per the Storm Drainage Master Plan.

c. Developer shall be responsible for maintenance of the Retention Basin at DET LW6 and DET LW9A & LW9B until the downstream drainage facilities are installed and accepted by the City. The Developer shall sign an improvement agreement (Deferred Improvement Agreement), to assure completion of the Developer's obligation to repair and maintain said basin while the storm drainage retention basin is in service and then, if required, to modify storm drainage retention basin to conform to Master Plan requirements at such time they are no longer needed due to the construction of the permanent facilities per the Storm Drainage Master

Plan. Prior to the final inspection of the first building to be constructed on the Property, the Developer shall submit a signed and notarized Maintenance Agreement as a guarantee for the performance of Developer's responsibilities towards the repair and maintenance of the retention basin at DET LW9A & LW9B and DET LW6.

d. Layout and design of access easements to be dedicated to the City shall be per the requirements of Public Works Department and as approved by the City Engineer.

e. Parcel maps, Grant Deed documents or other instruments for dedication of the storm drainage basin parcel to the City shall be prepared and executed by the Developer. Acceptance of the basin parcel by the City will be upon completion of the downstream facilities.

f. As detailed in the Cordes Ranch Specific Plan Tier 2 Storm Drainage Technical Report, the public street system serving the project site will need to include storm water quality treatment provisions. Storm water runoff from all public streets shall be treated in conformance with the Multi-Agency Post-Construction Stormwater Standards Manual, dated June 2015. DET LW6 and DET LW9A & LW9B shall be designed to include separate measures for storm water quality treatment for public street storm water runoff.

g. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans and approved by City's Stormwater Coordinator prior to issuance of the Grading Permit for the Project.

h. Prior to the final inspection of the building to be constructed on the Property, the Developer shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Developer's responsibility towards the repair and maintenance of on-site storm water treatment facilities.

C.5.7. Central Green, WSID Irrigation District Canal and Eastside Park

a. Developer shall prepare improvement plans for the 35-acre "Central Green", West Side Irrigation District (WSID) right-of-way, and Eastside Park areas as outlined in the Cordes Ranch Specific Plan and submit for approval by the City. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement / Park Improvement and Reimbursement Agreement with bonds as required by the City. Timing of completion of construction of each of the areas shall be as required by the City and incorporated into the agreement.

C.5.8. New Schulte Road (Promontory Parkway) Project Entry

a. As outlined in Figure 5.14 of the Cordes Ranch Specific Plan, the Developer shall design and construct Project Entry details at the proposed roundabout at the intersection of Promontory Parkway and Pavillion Parkway. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement with bonds as required by the City. Timing of completion of construction shall be as required by the City and incorporated into the agreement.

C.5.9. Drainage Easement Landscaping and Trails

a. As outlined in Section 5.10 of the Cordes Ranch Specific Plan, the Developer shall design and construct landscape improvements and trails within the Drainage Easement parcels. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement with bonds as required by the City. Timing of completion of construction shall be as required by the City and incorporated into the agreement.

C.5.10. Sanitary Sewer Improvement Plans

a. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement with bonds to construct improvements to the Westside Conveyance Facilities as identified in the Wastewater Master Plan (and any updates as approved by the City Council), and as shown in the improvement plans titled " International Park of Commerce –Improvement Plans for Storm Drain Line, Sanitary Sewer Line, Detention Basin LW8 and 42" Culvert on Von Sosten Rd".

b. As provided in the Wastewater Master Plan Tier 2 – Cordes Ranch Specific Plan and also in the Development Agreement between The City of Tracy and Prologis, L.P., the City will allow up to 0.145 MGD (145,000 gallons per day) of Dry Weather Flow from the Cordes Ranch Specific Plan Area to enter the Hansen Trunk Sewer on an interim basis. To verify available capacity, and to monitor the impacts of the added flows from the Cordes Ranch Specific Plan Area prior to the completion of the Lammers Trunk Sewer, City shall utilize water meter records (domestic only, no irrigation).

c. Prior to the issuance of Building Permit for any project within the boundaries of this Tentative Subdivision Map, Developer shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements. The Developer shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

d. For any wastewater facilities outside City right-of-way to be public facilities, the Developer shall dedicate easement and enter into a

Maintenance Agreement with the City prior to issuance of initial or final occupancy for the first building within the Project.

C.5.11. Water Distribution System.

a. For all projects within the boundaries of this Tentative Subdivision Map, the Developer shall comply with the recommendations for on-site and off-site infrastructure including storage requirements as identified in the project-specific water analysis by City's consultant. Developer shall prepare improvement plans and construct required improvements identified in the Water System Analysis.

b. During the construction phases of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the South San Joaquin County Fire Authority's Fire Marshal.

c. The Developer shall design and install fire hydrants at the locations approved by the South San Joaquin County Fire Authority's Fire Marshal. Prior to the issuance of a Building Permit, the Developer shall submit calculations and plans as required by the Fire Department and obtain written approvals for the proposed fire system for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

d. Prior to issuance of temporary certificate of occupancy (or final certificate of occupancy, if TCO is not requested), the Developer shall demonstrate to the satisfaction of the Fire Marshal that all applicable fire flow parameters are met.

e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water System Analysis including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Developer.

f. Interruption to the water supply to the existing businesses and other users within International Park of Commerce or Patterson Pass Business Park will not be allowed to facilitate construction of on-site or off-site improvements related to the Project. The Developer shall be responsible for notifying business owner(s) and users, regarding construction work that involves traffic rerouting or other traffic related and access impacts to the existing businesses. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water

supply, and Traffic Control Plan to be used during the installation of the offsite water mains and connections.

g. The Developer shall design and install domestic and irrigation water service connection, including a remote-read water meters (the water meter to be located within City's right-of-way or an easement dedicated to the City) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations.

The domestic and irrigation water service connection(s) must be completed before issuance of the final certificate of occupancy of buildings. Sub-metering will be allowed within private property. The City will not perform water consumption reading on sub-meters. The City shall maintain water lines within easements from the master water meter to the point of connection with the water distribution main (inclusive) only. Repair and maintenance of all on-site water lines, laterals, sub-meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.

h. Water Shutdown Plan and Traffic Control Plan:

If water main shut down is necessary, the City will allow a maximum of four hours water supply shutdown. The Developer shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Developer shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of any offsite water mains.

i. Domestic and Irrigation Water Services

Domestic water service shall be installed in accordance with City Regulations, Applicable Law and the utility improvement plans approved by the City Engineer. City's responsibility to maintain water lines shall be from the water main on the street to the back of the water meter (inclusive) only.

C.5.12. Street Improvements

The Developer shall prepare and submit improvement plans for frontage and off-site improvements in compliance with the traffic analysis by City's consultant for project-specific requirements, FEIR, Specific Plan, "Traffic Study for Implementation of Cordes Ranch Scheme 100", and "Cordes Ranch 2nd Consistency Analysis (Phase 1K) Traffic Study", City of Tracy Master Plans and Design Standards.

a. Prior to issuance of temporary/ final certificate of occupancy, acceptance of street improvements and rights-of-way dedication on public streets associated with the project shall be completed.

b. Developer shall acquire right-of-way required to install improvements required to serve the project.

C.5.13. Project Driveways

All recommended improvements for driveways and frontage and offsite improvements recommended in the Traffic Analysis shall be completed prior to issuance of Certificate of Occupancy.

C.5.14. Bus Stops

Public transportation will be extended to the areas with the boundaries of this Tentative Subdivision Map in phases, as determined by the City, based on demand generated by actual development in the project area. Bus routes may be modified and expanded as necessary and when feasible to efficiently accommodate demand. The final bus stop locations may require additional right-of-way to accommodate bus stops, which shall be dedicated through the final mapping process.

C.5.15. Irrevocable Offer of Dedications

a. Within ninety (90) calendar days from the date of approval of the related Offsite Improvement Agreement (OIA) by the City Council, the Developer shall record Irrevocable Offer(s) of Dedication (IOD) for rights of way and easements in favor of the City to the satisfaction of the City Engineer.

b. Prior to acceptance of the improvements and IODs by the City, the Developer shall enter into agreement(s) with the City that address the maintenance of the landscaping improvements and access rights to the Developer for maintaining landscaping improvements. The Developer shall also enter into an agreement to install, operate, maintain, repair and replace the private utilities (i.e., fiber optic communications lines and appurtenances) within the City's right-of-way and easements.

C.5.16. The Developer shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

C.5.17. The Developer shall prepare joint trench plans in compliance with utility companies' requirements and City regulations and obtain approval of the plans. All private utility services to serve Project such as electric, telephone

and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

C.5.18. The Developer shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the 10-feet wide Public Utility Easement (PUE) that will be offered for dedication to the City. The Developer shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the 10-feet wide PUE to the extent feasible (and except in the event, that additional space beyond the 10-feet PUE is required, as determined by the utilities owner(s)).

C.5.19. Pavement cuts or utility trench(s) on existing street(s) for the installation of water distribution main, storm drain, sewer line, electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement, whichever applies).

C.6. Building Permit – Prior to the release of the Building Permit Developer will demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.6.1. Check payment of the applicable City Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees (adopted by Resolution 2017-098) as these relate to the Project, and as otherwise required by the Cordes Ranch Development Agreement and these Conditions of Approval.

C.6.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

C.6.3. Check payment of any applicable Regional Transportation Impact Fees (RTIF) as required in Mitigation Measure TRANS-7 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Final Environmental Impact Report and these Conditions of Approval.

C.6.4. Check payment of any applicable Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG-1 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Final Environmental Impact Report and these Conditions of Approval.

C.7. Acceptance of Public Improvements

Prior to the acceptance of Public improvements, Public Right-of-Way dedications, and Public Easements, Developer will complete construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

C.7.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

C.7.2. Developer has completed the 90-day public landscaping maintenance period.

C.7.3. Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City shall temporarily release the originals of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As Built" configuration of all improvements.

C.7.4. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

C.7.5. Completion of off-site water, storm drainage and wastewater facilities required to serve the Project. If the off-site improvements are to be constructed by others, it shall be the Developer's responsibility to coordinate timing of completion of improvements with the responsible party to ensure timely completion.

C.8. Final Building Certificate of Occupancy

Prior to the release of Final Building Certificate of Occupancy, Developer shall provide reasonable documentation that demonstrates, to the satisfaction of the City Engineer, that:

C.8.1. The Developer has satisfied all the requirements set forth in Condition E.6, above, or the City has agreed to street-by-street acceptance for final building certificate and/or occupancy.

C.8.2. The Developer has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.9. Agreements and Improvement Security

C.9.1. Subdivision Improvement Agreement: - Prior to the City's approval of the Final Map, the Developer shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), post all required improvement security in accordance with Applicable Law, and provide insurance documents as per the agreement.

C.9.2. Deferred Improvement Agreement: - Before the City's approval of the First Final Map, the Developer shall execute a Deferred Improvement Agreement, if needed, which shall be in substantial conformance with the City's standard form agreement, and in accordance with Applicable Law, by which (among other things) the Developer agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement), under the Applicable Law.

C.9.3. Offsite Improvement Agreement: - Before the City's approval of the First Final Map, the Developer shall execute an Offsite Improvement Agreement, which shall be in substantial conformance with the City's Standard form agreement, and in accordance with Applicable Law, by which guarantees completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Developer's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

City may allow other developers or entities to execute agreements with security acceptable to the City for improvements identified in these Conditions of Approval. However, the Developer shall be responsible to complete such improvements if other developers or entities fail to complete improvements in time for use by the Project. In any event, City shall not be responsible or liable for completion of improvements required to serve the Project. Subsequent discretionary approvals are contingent upon completion and acceptance of Offsite Improvements.

C.10. Improvement Security

The Developer shall provide improvement security for all public facilities, as required by the OIA, and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

C.10.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.10.2. Labor & Materials (100% of the estimated cost of constructing the public facilities),

C.10.3. Warranty (10% of the estimated cost of constructing the public facilities), and

C.10.4. Monumentation ($500 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.11. Release of Improvement Security

Prior to the release of Improvement Security(s), Developer will demonstrate, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

C.11.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Developer in accordance with the Development Agreement, and Section 12.36.080 of the TMC and after City Council's acceptance of the public improvements.

C.11.2. Written request from the Developer and a copy of the recorded Notice of Completion.

C.11.3. Monumentation Bond will be released to the Developer after City Council's acceptance of the public improvements and all monumentation shown on the Final Map is installed and tagged by a Land Surveyor licensed to practice in the State of California.

C.12. Special Conditions

C.12.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Design Standards and the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

C.12.2. Prior to beginning of construction, the Developer shall be responsible to obtain any easements, rights-of-way and/or agreements with property owners as applicable for all improvements.

C.12.3. Prior to the issuance of the Grading Permit, all existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection. The Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s).

C.12.4. The Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. The Developer shall submit report for a site sub-surface investigation for determining the presence of irrigation and drainage tile drains within and around the Project Site, if any, and submit a report

prepared and signed by a Geo-technical Engineer. In the event that tile drains exist within and around the Project Site, the Developer has the option to either relocate or abandon the on-site tile drains as required for the proposed development. All existing tile drains and proposed improvements for the relocation or removal of tile drains must be shown on the Grading and Storm Drainage Plans. Any tile drains under the proposed buildings shall be abandoned or relocated as may be required, to the satisfaction of the City. The Developer or the property owner(s) will be responsible for maintenance of tile drains to remain or the relocated tile drains and associated improvements. Additionally, the Developer will be responsible for monitoring the groundwater levels, and for the mitigations, if any, that may be required, by any applicable laws and regulations.

C.12.5. Any damages to existing improvements within the street right-of-way due to construction related activities shall be repaired or replaced as directed by the City at Developer's cost.

C.12.6. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.12.7. Developer shall comply with the requirements relating to Fire Apparatus Access Roads and other Fire Code requirements to the satisfaction of the Fire Department.

C.12.8. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, OIA, and DIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the costs for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

D. Public Works and Finance Departments Conditions of Approval

D.1. Street/Streetlight/Landscaping Replacement and Maintenance. (For Industrial/Commercial development):

No later than October 31, 2021, the applicant shall make a written election, in a form approved by the City, of the funding mechanism by which the applicant will

fund, in perpetuity, the costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure"), and the costs related to public landscaping maintenance costs. Developer must prepare its improvement plans and fund a landscaping budget analysis (to be performed by a consultant to the City) to establish the scope and cost estimates of the public landscaping maintenance costs. Prior to October 31, 2021, the City and the applicant may negotiate additional details of the Infrastructure and the funding mechanism, which details may include, without limitation, (a) the scope of the Infrastructure; (b) the geographical scope of the applicant's funding obligation; (c) the costs; (d) the inclusion of third-party owners or developers in such funding mechanism; and (e) any other issues that arise during such negotiations.

The ultimate funding mechanism may include the following options or other options that may arise during the negotiations:

a. Community Facilities District (CFD) or other funding mechanism. An agreement with the City, to be signed by the Finance Director, which may, at the City's option, be recorded against the geographical scope negotiated in the agreement ("Project Site") which stipulates that prior to the City's acceptance of the Infrastructure, the Developer will either (i) form a CFD that includes the Project Site, (ii) annex the Project Site into an existing CFD or (iii) establish another lawful funding mechanism that is reasonably acceptable to the City. If a CFD is used, formation of the CFD must include, but not be limited to, compliance with the Mello – Roos Community Facilities Act of 1982 (Gov. Code, § 53311 et seq.), affirmative votes, and the recordation of a Notice of Special Tax Lien. Developer shall be responsible for all costs associated with the CFD proceedings or the implementation of the other lawful funding mechanism.

Or

b. Direct funding. An agreement with the City, which shall be recorded against the Project Site, which stipulates that prior to the City's acceptance of the Infrastructure, Developer will deposit with the City such funds as are necessary to fund in perpetuity the long-term on-going costs of operation, maintenance and replacement of the Infrastructure, including all costs required to operate the streetlights and signals.

Or

c. POA. Developer shall, at its expense, form a Property Owner's Association (POA) for the entire Project Site that will fund the on-going operation, maintenance and replacement costs of the agreed-upon Infrastructure serving the Project Site, with CC&Rs reasonably acceptable to the City Attorney. If the POA is the chosen funding mechanism, Developer must also annex into an existing CFD in a "dormant" capacity, with the required funding to be triggered if the POA is not created prior to the City's

acceptance of any Infrastructure, or if the POA becomes, in the City's reasonable determination, unable to continue to fund the on-going operation, maintenance and replacement of the Infrastructure. If a POA and dormant CFD are the chosen funding mechanism, the CFD tax or assessment must be disclosed to all prospective buyers of all or any portion of the Project Site.

Exhibit A -2 - Conditions of Approval (D25-0012)

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

CITY OF TRACY
DETERMINATION OF
THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR

Application Number D25-0012

A determination of the Community and Economic Development Director to: (1) approve the Development Review Permit, Application Number D25-0012, for the construction of an approximately 1,700,150 square foot industrial building, named the International Park of Commerce (IPC) Building #11 with associated parking lot, landscaping and other site improvements on a 89.5-acre site bounded by Capital Parks Drive to the south and the future Daylight Road to the north APN 209-460-31 and 209-460-34; and (2) determine that this project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15183 - a subsequent project is relieved from further environmental review if all potential impacts were either addressed in a previous EIR or can be substantially mitigated by the imposition of uniformly applied development policies or standards. The Applicant is HPA, Inc (Ms. Tyneise Beyer) and the Property Owner is Prologis, LP. (Mr. Rafael Olabarrieta).

Staff has reviewed the application and determined that the following City regulations apply:

1. Cordes Ranch Specific Plan (CRSP) Zone
2. Off-Street Parking Requirements (TMC Sec 10.08.3440, Article 26)
3. Development Review (TMC Sec 10.08.3920, Article 30)
4. City Design, Goals and Standards

The Community and Economic Development Department has determined that the project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15183 - a subsequent project is relieved from further environmental review if all potential impacts were either addressed in a previous EIR or can be substantially mitigated by the imposition of uniformly applied development policies or standards. No further environmental assessment is required.

THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR, AFTER CONSIDERING ALL OF THE EVIDENCE PRESENTED, HEREBY APPROVES DEVELOPMENT REVIEW PERMIT APPLICATION NUMBER D25-0012, SUBJECT TO THE PROJECT PLANS in EXHIBIT 1 AND CONDITIONS OF APPROVAL CONTAINED IN EXHIBIT 2 AND BASED ON THE FOLLOWING FINDINGS:

1. The proposal increases the quality of the project site and enhances the property in a manner that improves the property, the surrounding area and the citizens of Tracy because the project as proposed is consistent with the intent of Cordes Ranch Specific Plan district. The project meets the setback, lot coverage and design standards of the zoning district. The proposed parking and layout meet the requirements of the municipal code along with the landscaping coverage and screening for the site. The project has been reviewed for consistency with the massing, architectural style and colors and textures of the surrounding industrial buildings and development. The project meets or exceeds the aesthetics of the area and will provide for the infill of a vacant parcel.

2. The proposal conforms to the Cordes Ranch Specific Plan Zone, the City of Tracy General Plan, the Citywide Design Goals and Standards, and other City regulations because the proposed the project as proposed is consistent with the intent of Cordes Ranch Specific Plan district and specific plan. The project meets the setback, lot coverage and design standards of the zoning district. The proposed parking and layout meet the requirements

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

of the municipal code along with the landscaping coverage and screening for the site. The project has been reviewed for consistency with the massing, architectural style and colors and textures of the surrounding commercial businesses. The project meets or exceeds the aesthetics of the area and will provide for the infill of a vacant parcel.

DocuSigned by:
Forrest Ebbs
0E603EC9E0364BD...

8/28/2025 | 10:33 AM PDT

Forrest Ebbs
Community and Economic Development Director

Date of Action

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

City of Tracy
Conditions of Approval
IPC Building 11
Development Review Permit Application Number D25-0012
August 27, 2025

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to the IPC Building 11 Project (hereinafter "Project"), which includes the following:

Development Review Permit Application Number D25-0012: A Development Review Permit for the construction of an approximately 1,700,150 square foot industrial building, named the International Park of Commerce (IPC) Building #11 with associated parking lot, landscaping and other site improvements on a 89.5-acre site bordered by International Parkway to the west, Capital Parks Drive to the south, and Hansen Road to the east on APN 209-460-31 & 209-460-34.

The preparation of the staff analysis was based upon the following information in the project application:

- HPA Architecture – IPC Building 11 – Plan Set June 18, 2025
- Kier & Wright, Storm Drainage Capacity Report - dated 7/2/2025
- David Babcock and Associates – Landscape Screening Plan - dated July 22, 2025
- LSA - Draft Transportation Technical Report - dated August 2025
- West Yost - Hydraulic Evaluation of IPC Building 11 - dated August 2, 2025
- LSA - IPC Building 11 Engineering Site Plan Review Memorandum - dated August 5, 2025
- Kier & Wright – IPC 11 – Sewer and Water Calculations - received August 7, 2025

A.2. Compliance with submitted plans. Except as otherwise modified herein, the project shall be constructed in substantial compliance with the project plans approved by the Community and Economic Development Department on August 27, 2025 to the satisfaction of the Community and Economic Development Director.

A.3. Payment of applicable fees. The Developer shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.4. Compliance with City regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City regulations, including, but not limited to, the Tracy Municipal Code (TMC), Standard Plans, the Cordes Ranch Specific Plan, and the City's Design Goals and Standards.

A.5. Building Permit Required. The Developer shall submit a building permit application along with all pertinent construction documents such as plans, specifications, and/or calculations to the Building Safety Division prior to the construction of any regulated structures, on-site

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

improvements, or accessibility features. Construction documents shall conform to the Title 24 California Code of Regulations edition effective on the date of application for a building permit.

A.6. Copy on Building Permit Plans. The Developer shall include a sheet with a legible photocopy of the approving determination and these Conditions of Approval. This sheet shall be included in all plan sets, including all job copies, and shall be available for reference by any City official, including building inspectors.

A.7. Definitions.

a. "City Engineer" means the City Engineer of the City of Tracy.

b. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code ordinances, resolutions, policies, procedures, the Cordes Ranch Specific Plan, and the City's Design Documents (including the Standard Plans, Standard Specifications, and relevant Public Facility Master Plans).

c. "Community and Economic Development Director" means the Director of the City of Tracy Community and Economic Development Department, or any other person designated by the City Manager or the Community and Economic Development Director to perform the duties set forth herein.

d. "Conditions of Approval" shall mean the conditions of approval applicable to the Project, Application Number D25-0012. The Conditions of Approval shall specifically include all conditions set forth herein.

e. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

A.8. Compliance with laws. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to:

a. the Planning and Zoning Law (Government Code sections 65000, et seq.),
b. the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"),
c. the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines"),
d. California Building Code, and
e. Fire Codes.

A.9. Development Impact Fees: The Developer shall pay all adopted Development Impact Fees prior to issuance of a Building Permit to the satisfaction of the City Engineer.

A.10. Protest of fees, dedications, reservations, or other exactions. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

A.11. Habitat conservation. Prior to issuance of a building permit or grading permit, the developer shall demonstrate compliance with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) and the Incidental Take Minimization Measures prepared by San Joaquin Council of Government (SJCOG) Habitat Division, to the satisfaction of the Community and Economic Development Director.

A.12. Air Pollution Control District. Prior to issuance of a building permit or grading permit, the Developer shall demonstrate compliance with all applicable requirements of the San Joaquin Valley Air Pollution Control District (APCD), to the satisfaction of the Community and Economic Development Director

A.13. Community Facilities District. The Developer shall agree to formally join any and all forthcoming Community Facilities District(s) (CFD) established for the Cordes Ranch Specific Plan area. Should the CFD not be established at the time of Final Certificate of Occupancy of the building, the Developer shall agree to enter into a binding agreement to ensure that the property is annexed into the CFD upon its formation.

A.14. Indemnification. The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court costs or any other costs arising out of or in any way related to this project approval, or the City's activities conducted pursuant to its processing and approval of this project approval, including any constitutional claim. Accordingly, to the fullest extent permitted by law and as a condition of this approval, the applicant and property owner, and its representative(s), or its successors shall defend, indemnify and hold harmless the City, Its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this project approval, or the City's activities conducted pursuant to its processing and approval of this project approval, including any constitutional claim. The applicant and property owner, and its representative(s), or its successors shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

B. Site Plan - The following conditions shall be satisfied through inclusion in the plan set submitted with any future application for Building Permit:

B.1. Parking Lot

a. 12-inch-wide concrete curbs shall be installed along the perimeter of landscape planters where such planters are parallel and adjacent to vehicular parking spaces to provide access to vehicles without stepping into the landscape planters.

b. Parking stalls shall be striped in accordance with Standard Plan 141.

c. Any sidewalk, landscape planters, or bio-retention areas that are perpendicular to parking stalls shall extend up to 24 inches into the parking stall, including a six-inch concrete curb, in place of wheel stops where feasible. No credit towards parking lot landscape requirements shall be given for the resulting additional landscaping.

d. Bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510.

B.2. Parking Lot Lighting. Detailed plans that demonstrate a minimum of one foot candle power illumination throughout the parking area as defined in TMC Section 10.08.3450. Parking area lighting shall be designed and installed so that it is directed downward onto the parking surface and away from the public right-of-way and adjacent properties.

B.3. Landscaping and Irrigation. The Developer shall provide detailed landscape and irrigation plans with the applications for Building Permits that satisfy the following conditions:

a. Plans shall demonstrate compliance with the Cordes Ranch Specific Plan, the City of Tracy Design Goals & Standards, and the Tracy Municipal Code Section 10.08.3560 for parking area landscaping. Said plans shall clearly delineate the property line and shall include a planting legend indicating, at minimum, the quantity, planting size, and height and width at maturity.

b. Each planter shall contain a combination of trees, shrubs, and live groundcover. Trees shall be a minimum of 24” box size, shrubs shall be a minimum size of 5 gallon, and groundcover shall be a minimum size of 1 gallon at planting. Landscaping shall be continuously maintained to prevent incidence of wildfire.

c. Where trees are planted ten feet or less from a sidewalk or curb, root barriers dimensioned 8 feet long by 24 inches deep shall be provided adjacent to such sidewalk and curb, centered on the tree.

d. The landscape and irrigation plan shall be consistent with the applicable Department of Water Resources Model Efficient Landscape Ordinance.

e. A Department of Water Resources Model Efficient Landscape Ordinance (MWELO) Project Information Sheet shall be prepared in compliance with City standards to the Director of Public Works. The submittal must show compliance with the MWELO by choosing either the Prescriptive or Performance Approach through inclusion in submitted plans and documents. The submittal shall

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

demonstrate compliance with Tracy Municipal Code Chapter 11.28 and California Green Building Standards Chapter 5.

f. Landscape & Irrigation Maintenance. Prior to the issuance of a building permit for each building or site, the Developer shall execute a two-year landscape and irrigation maintenance agreement and submit financial security, such as a performance bond, to ensure the success of all on-site landscaping for the term of the agreement. The security amount shall be equal to $2.50 per square foot of the landscaped area or equal to the actual labor and material installation cost of all on-site landscaping and irrigation for that phase.

B.4. Fencing. Chain-link or vinyl fencing is prohibited where visible from any public right-of-way, and barbed wire, razor wire, or electric fence is prohibited anywhere on site.

B.5. Screening Utilities and Equipment. The Developer shall provide detailed plans with the application for Building Permits that satisfy the following conditions:

a. Permanent trash collection areas, such as trash and recycling compactors or traditional trash and recycling dumpsters shall be screened by structures or enclosures architecturally complementary of the main building to the satisfaction of the Community and Economic Development Director. Trash and recycling collection enclosures shall include a masonry wall enclosure with a minimum wall height of seven feet, solid metal doors, and a solid roof structure. The enclosure, including the roof, shall be architecturally compatible with the adjacent buildings, which includes but is not limited to, design, materials, and colors.

b. No roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes, whether proposed as part of this application, potential future equipment, or any portion thereof, shall be readily visible from any public right-of-way. The plans shall demonstrate that such equipment is fully screened from view behind parapet walls to the satisfaction of the Community and Economic Development Director.

c. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or substantially screened from view behind structures or landscaping, to the satisfaction of the Community and Economic Development Director.

d. Truck loading areas, dock doors, and trash compactors shall be substantially screened from view from the public right-of-way. Landscape screening shall be tall and dense enough to substantially screen to the top of trailers, dock doors, and trash compactors from public view. Where there are gaps between trees and beneath tree canopies, screen shrubs shall be planted to prevent views between tree trunks, per the Cordes Ranch Specific Plan landscape guidelines

B.6. Architectural Details. The Developer shall provide detailed plans with the applications for Building Permits that satisfy the following conditions:

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

a. All vents, gutters, downspouts, flashing, and electrical conduits shall be internal to the structures or painted to match the color of the adjacent surfaces, and other ground-mounted, wall-mounted, or building-attached utilities, including bollards, shall be painted to match the color of the adjacent surfaces or otherwise designed in harmony with the building exterior to the satisfaction of the Community and Economic Development Director. Bollards may have strips of reflective tape or bright colored stripes added near the top of the bollard to increase visibility.

b. All bollards on-site shall be located and consistent with the approved plans painted to match the adjacent and/or existing building, unless stated otherwise by federal or state regulations.

c. Outdoor storage of materials is only permitted on the site in accordance with the Cordes Ranch Specific Plan.

d. No business identification signs are approved with this development review permit. All business identification signs shall obtain a sign permit in accordance with the Residential Areas Specific Plan and the Tracy Municipal Code.

e. Developer shall install all on-site circulation signs to the satisfaction of the Community and Economic Development Director.

B.7. Landscape Plan. Prior to issuance of a construction or building permit, Developer shall demonstrate compliance with the 2015 Model Water Efficient Landscape Ordinance and/or the Green Building Code from state law and obtain approval by the Utilities Department through the following:

a. Develop and submit electronically and by hard copy, a Landscape Document Package (LDP) that identifies the methods to be employed to reduce water usage through proper landscape design, installation and maintenance. This LDP shall consist of:

i. A project information sheet that includes the checklist of all documents in the LDP;

ii. The Water Efficient Landscape Worksheets that include a hydro zone information table and the water budget calculations – Maximum Applied Water Allowance and Estimate Total Water Use;

iii. A soil management report, after compaction and from various locations throughout the project;

iv. A landscape design plan that includes the statement, “I agree to comply with the requirements of the 2015 water efficient landscape ordinance and shall submit for approval a complete Landscape Document Package:

v. An irrigation design plan with schedule; and

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

vi. A grading design plan.

b. A Certificate of Completion must be completed, signed, and submitted to the Utilities Department prior to Final Occupancy.

C. On-Site Utility Plans – The construction of onsite utilities, except storm drain, is subject to review and approval through the Building Permit process. A Utility Plan shall be submitted concurrent with the application for a Building Permit and is subject to review and approval through the issuance of a Building Permit. The following conditions shall be addressed on the Utility Plan:

C.1. Storm Drainage

a. Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and retention basins and shall comply with Storm Drainage Study and City Regulations

b. The Developer has submitted a study with hydrologic and hydraulic calculations to size onsite and offsite storm drainpipes, onsite retention, and offsite detention basins. The study must show how the project complies with the City's Storm Drain Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer.

c. Permanent City-maintained storm drains must be in City right-of-way or easements. The Developer shall maintain interim facilities, and all access easements must meet Engineering Division requirements and be approved by the City Engineer.

d.

e. The Developer has submitted calculations demonstrating that Detention Basins LW9A/9B and LW8 have sufficient capacity to accommodate runoff from the L18 watershed. The study must show how the project complies with the City's Storm Drain Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer.

f. Calculations related to the design and sizing of onsite storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans and approved by City's Stormwater Coordinator prior to issuance of the Grading Permit

g. All storm drainage structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Developer and submitted to the City for approval as part of the improvement plans.

h. The Project shall implement post-construction stormwater controls and submit a Stormwater Plan per Tracy Municipal Code 11.34.120 and Multi-Agency Post-

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

Construction Stormwater Standards Manual, dated June 2015, and any subsequent amendments. Prior to the final inspection of the building to be constructed on the Property, the Developer shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Developer's responsibility towards the repair and maintenance of onsite storm water treatment facilities.

i. Developer shall coordinate with the City's Landscape Architect, Planning Division, and Parks and Recreation Department to determine the type and extent of landscaping and irrigation improvements required to be installed within and adjacent to the retention basins. Landscape Plans for the basins shall be submitted from approval by the City Engineer.

C.2. Sanitary Sewer

a. The Developer has submitted a Wastewater Study with generation and hydraulic calculations to size the onsite and offsite wastewater system. The study must show the project complies with the City's Wastewater Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer.

b. The Cordes Ranch/IPC Phase 1 area is limited to 0.145 million gallons per day (MGD) of wastewater capacity, as outlined in the Cordes Ranch Development Agreement. The applicant must provide a detail summary of approved projects to date showing how much of this capacity has been used in each project. All onsite sewer lines and improvements, including laterals to existing mains, must follow City regulations. Before building permits are issued for each phase, the Developer must submit and receive approval for the onsite sewer improvement plans serving that phase.

c. No final inspection of any building(s) within the phase will be performed or any occupancy for the building(s) will be issued, until the onsite sewer improvements listed above are completed and functional, as determined by the City Engineer.

C.3. Water Distribution System

a. The Developer has submitted a Water Study demonstrating the offsite water distribution system delivers the required minimum pressures, flow rates, and that the project complies with the City's Water Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer. Any deficiencies must be corrected through Developer-designed improvements per City standards to the satisfaction of the City Engineer.

b. The Developer has submitted a hydraulic model for City approval showing that onsite water and fire mains are properly sized to meet system pressure, fire flow, and peak demand requirements. Any deficiencies must be corrected through Developer-designed improvements per City and Fire Department standards to the satisfaction of the City Engineer.

c. During the construction phases (vertical construction) of the Project, the Developer shall be responsible for providing water infrastructure (temporary or permanent)

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshall.

d. The Developer shall design and install fire hydrants as approved by the Fire Marshal. Before Improvement Plan approval, the Developer must obtain written approval from the Fire Marshal for the fire service connection design and for the location and spacing of all fire hydrants serving the Project.

e. Should the water system pressure exceed 80 pounds per square inch, pressure reducing valves should be installed on the Project's domestic service connections. The design of the individual pressure reducing valves for services shall be subject to approval by the Building Official.

D. Grading Plan – A Grading Permit shall be secured prior to site disturbance or grading of the site. The following conditions shall be satisfied through inclusion in the plan set submitted with any future application for Grading Permit:

D.1. Grading Plan. The Developer shall submit a Grading Permit application with all required construction documents—plans, specifications, and calculations—prepared by a Registered Civil Engineer, to the Development Engineering Division before starting grading, onsite improvements, or accessibility features. A Geotechnical/Soils Report must be included, addressing soil stability, type, classification, percolation rate, bearing capacity, and highest groundwater elevation.

D.2. When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

a. If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

b. If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City

E. Offsite Public Improvements

E.1. Offsite Improvement Agreements (OIAs) – The Developer shall enter into OIAs for IPC Phase 1L - Capitals Parks Drive (ENG23-0034) and IPC Phase 1M – (ENG25-0009) for the construction of offsite public improvements to provide necessary transportation and utility services to the project site.

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

E.2. Irrevocable Offer of Dedications (IODs) – Concurrently with the related Offsite Improvement Agreement (OIA) by the City council, the Developer shall record Irrevocable Offer(s) of Dedication (IOD) for rights of way and easements in favor of the City to the satisfaction of the City Engineer including Daylight Road east of International Parkway.

E.3. Conceptual Traffic signal plans – The Developer shall prepare conceptual traffic signal plans to provide an ITS fiber optic connection between the Promontory Parkway and International Parkway intersection and the Hansen Pump/Well Station. Plans shall include all necessary equipment, conduit, and installation details required to complete the ITS room at the Hansen site and establish communication with the City of Tracy's traffic signal network. This will be a condition of final certificate of occupancy issuance.

E.4. Street Improvement Plans and Streetscape Plans – The Developer has submitted a Traffic Study and Site Circulation Analysis to determine the project's traffic impacts and required mitigations and demonstrate compliance with the City's Transportation Master Plan, Cordes Ranch Specific Plan, Cordes Ranch EIR, Development Agreement, and City Regulations to the satisfaction of the City Engineer.

E.5. Prior to the issuance of a Certificate of Occupancy for International Park of Commerce Building 11 ("Project"), the Applicant/Owner shall comply with the following:

a. Completion of Prior Project Traffic Improvements – The Applicant shall demonstrate to the satisfaction of the City Engineer that all traffic-related Conditions of Approval for previously approved Cordes Ranch Specific Plan (CRSP) projects that are relied upon for IPC 11 have been fully constructed and, where applicable, by San Joaquin County and/or Caltrans:

b. The Applicant shall demonstrate to the satisfaction of the City Engineer that all traffic-related Conditions of Approval for previously approved Cordes Ranch Specific Plan (CRSP) projects that are relied upon for IPC 11 have been fully constructed and, where applicable, by San Joaquin County and/or Caltrans. This requirement includes, but is not limited to roadway and intersection improvements required under the Conditions of Approval for:

1) IPC Building 20, including Hopkins Extension (ENG21-0031)
2) Phase 1K Roadway Improvement Project (ENG18-0071)
3) Promontory Parkway Extension (ENG21-0028)
4) Promontory Extension Roundabout (ENG21-0011)
5)
6) International Parkway & Promontory Parkway (ENGXX-XXXX)
7) Lammers Road & Old Schulte Road (ENGXX-XX)
8) Roadway Network Signal Retiming: Due to the rerouting of traffic, the Developer shall update the signal timing for all signals along Promontory

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

Parkway and Old Schulte Road between International Parkway and Lammers Road, including the endpoints, and International Parkway/Berkeley Road.

9) Lammers Road & Valpico Road (ENGXX-XX)

E.6. When street cuts are made for installation of utilities, the Subdivider is required to install a 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness to maintain current pavement grades, cross and longitudinal slopes. If the utility trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

F. General Conditions

F.1. The Developer shall add Pipeline Safety Note Section to list restrictions and requirements for any work in the vicinity of the PG&E gas lines or the Chevron Petroleum pipeline located at the northwest side of the project. In addition, the Developer provide non-objection letter from PG&E and Chevron.

F.2. The Developer shall comply with recommendations of Amended Soil Management Plan for Shell Pipeline located at the east of the building crossing IPC Phase 1M and Central Valley Regional Water Quality Control Board memo dated 18 October 2019.

G. Building Plans

G.1. At the time of building permit application submittal, applicant shall provide plans that show an accessible route of travel to the public right-of-way and all other exterior amenities per 2022 California Building Code (CBC) 11B-206.2.

In addition, the exit discharge shall provide a direct and unobstructed access to a public way. CBC 1025.5

G.2. Prior to Building Permit release, the Developer shall pay all applicable City and County development impact fees to the satisfaction of the City Engineer. At the time of building permit application submittal, the applicant shall provide an on-site storm water design based on the current edition of the California Plumbing at time of submittal.

At the time of building permit application submittal, the applicant shall provide an on-site sanitary sewer design based on the current edition of the California Plumbing at time of submittal.

No final inspection of any building will be performed or any occupancy for building will be issued, until the improvements listed above are completed and functional, as determined by the City.

Before the Final Certificate of Occupancy is issued, the applicant must grant an access easement to the sewer line along the north side of Building 11. This easement will

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

allow the City of Tracy to access the sewer infrastructure beneath a future road, which is currently planned to be privately maintained.

At the time of building permit application submittal, the applicant shall provide an on-site water distribution design based on the current edition of the California Plumbing at time of submittal.

H. Building Permit

H.1. The City will not approve any building permit within the Project boundaries until the payment of all fees including, but not limited to, the following:

a. Payment of the applicable Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, Program Management and Park Development Impact Fees as these relate to the Project and as required by these Conditions of Approval.

b. Payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation Monitoring and Reporting Program of the Final Environmental Impact Report and these Conditions of Approval.

c. Payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.

d. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

I. South San Joaquin County Fire Authority (SSJCFA) Conditions

I.1 Prior to construction, applicant shall submit construction documents to the South San Joaquin County Fire Authority for review and approval.

a. Construction documents shall be designed to the current edition of the California Code of Regulations, Title 24, as amended by the City of Tracy Municipal Code.

b. Deferred submittals for fire sprinkler system, fire protection water supply, and fire alarm system shall be listed on the coversheet. Each deferred submittal shall be submitted, reviewed and approved by SSJCFA prior to installation.

c. Fire protection water supply application must be submitted separately from construction permit. All piping and installation shall be in accordance with CFC §507 & NFPA standards. Approval of grading and/or on-site improvements does not grant installation of underground fire service.

d. Fire sprinklers shall be designed by a licensed fire protection contractor or engineer. Hydraulic calculations, specifications and plans shall be submitted prior to issuance of building permit.

e. A request for fire flow shall be submitted to the South San Joaquin County Fire Authority and results shall be approved by the Fire Marshal prior to construction. Fire flow requirements shall be in accordance with CFC Appendix B.

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

f. Fire department connections shall be installed in accordance with CFC §912 and NFPA standards. A hydrant shall be placed within 100' of the FDC, in accordance with 2022 California Fire Code §912.2.1 as amended by the Tracy Municipal Code §9.06.070 Section 912.2.1 FDC locations shall be approved by the fire code official prior to the issuance of construction permit.

g. Fire control room locations shall be approved by the fire code official prior to the issuance of construction permit.

h. Provide a truck turning template which clearly shows the truck turning radius of 30' inside and 50' outside. Truck turning template shall show all ingress and egress paths available.

I.2 Engineering and building permit applications received by our offices are subject to the current fee schedule for South San Joaquin County Fire Authority. Contact our offices for additional information.

a. Application processing fees and minimum plan review fees are due at time of submittal of construction documents.

b. Additional plan review fees, minimum inspection fees and administrative fees are calculated on approval of project and shall be paid prior to issuance of permit.

c. Permit holder is responsible for any additional inspection fees incurred, and shall be paid prior to final inspection.

I.3 Building is assumed it will be constructed as a 'speculative building'. Additional permits will be required for each separate tenant improvement. Construction documents shall be submitted to South San Joaquin County Fire Authority for review and approval prior to the start of construction or demolition.

a. Prior to occupancy of each new business, the tenant shall contact South San Joaquin County Fire Authority for a new business inspection. Additional fees may be required for New Business, Annual and Operational Fire Permits. All fees shall be paid prior to approval of inspections.

I.4 All hydrants shall be installed, inspected and tested prior to bringing combustible materials onsite, including storage.

I.5 A Knox Box shall be required for this project. Each tenant shall have keys placed in the Knox Box. The operator of the building shall immediately notify the Fire Authority and provide the new key where a lock is changed or rekeyed. The key to such shall be secured in the Knox Box.

I.6 The building shall be provided with approved address identification in accordance with 2022 California Fire Code §505.1 as amended by the Tracy Municipal Code §9.06.070 Section 912.2.CFC §505.1. The address shall be Illuminated at night. Illumination shall be either internally or externally at an intensity of 5.0 foot-candles.

I.7 Prior to final inspection, emergency radio responder coverage shall be tested to confirm coverage areas. It is beneficial for the applicant to conduct testing at

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

foundation as retrofitting for the coverage shall be submitted to SSJCFA for review and approval prior to installation.

a. Additional improvements may warrant additional testing to be performed. Testing shall be the determination of the fire code official.

I.8. Prior to construction, an address must be posted at the construction site entrance. Address must be a minimum of 4 inches high by ½ inch numerals. Address must be provided so that emergency service personnel can locate the construction site in the event of an emergency.

I.9. Prior to construction, all-weather fire apparatus access roads shall be installed. Fire apparatus access roads during construction shall have a minimum 20' unobstructed width in accordance with CFC §503

I.10. Additional comments may occur upon submittal of construction documents.

J. Final Certificate of Occupancy Issuance

J.1 A Lot Line Adjustment and/or parcel merger will be approved and recorded that modifies parcel lines as to not create building conflicts with the 2022 California Building Code (CBC). The modified parcels shall be provided legal access to the satisfaction of the City Engineer. This access may be the dedication of Daylight Road.

K. **Fee Credits and Reimbursement**. To the extent permitted by Chapters 12 and 13 of the Tracy Municipal Code, and pursuant to execution of a subsequent agreement, Developer shall be entitled to development impact fee credits and/or reimbursements for the construction of Master Plan improvements to be captured in the Improvement Plans and further detailed in an Improvement Agreement, except for interim improvements that must be removed to accommodate construction of the ultimate improvement condition. Temporary/interim improvements are not eligible for fee credits or reimbursements.

Exhibit B – Legal Description of the Property

EXHIBIT "B"

LEGAL DESCRIPTION

BEING ALL OF SECTIONS 26 & 27 AND A PORTION OF SECTIONS 21, 22, 23, 28, 33, 34 & 35, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE TRACY GATEWAY ANNEXATION, AS DESCRIBED IN THAT CERTIFICATE OF COMPLETION FILED FOR RECORD ON MAY 16, 2003, AS DOCUMENT NUMBER 2003-106787, SAID POINT OF BEGINNING ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF INTERSTATE ROUTE 205 AND THE NORTHEASTERLY LINE OF THE WEST SIDE IRRIGATION DISTRICT'S UPPER MAIN CANAL; THENCE ALONG SAID CITY LIMIT LINE THE FOLLOWING SEVEN (7) COURSES:

1) - (1) THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 61°04'46" EAST A DISTANCE OF 997.87 FEET;

2) - (2) THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 33°31'44" EAST A DISTANCE OF 1,143.42 FEET;

3) - (3) THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 45°01'55" EAST A DISTANCE OF 277.12 FEET TO A POINT ON THE NORTH LINE OF LATERAL NO. 3 OF THE WEST SIDE IRRIGATION DISTRICT'S UPPER MAIN CANAL;

4) - (4) THENCE ALONG SAID NORTH LINE SOUTH 88°40'55" EAST A DISTANCE OF 379.65 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

5) - (5) THENCE ALONG SAID EAST LINE SOUTH 00°22'24" EAST A DISTANCE OF 70.01 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER;

6) - (6) THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 23 SOUTH 88°40'55" EAST A DISTANCE OF 2,643.14 TO THE SOUTHEAST CORNER OF SAID SECTION 23;

7) - (7) THENCE ALONG THE EASTERLY LINE OF SAID SECTION 26, SOUTH 00°24'33" WEST A DISTANCE OF 2,484.82 FEET TO AN ANGLE POINT IN SAID CITY LIMIT LINE;

8) THENCE LEAVING SAID CITY LIMIT LINE AND CONTINUING ALONG SAID EASTERLY LINE OF SAID SECTION 26 SOUTH 00°24'33" WEST A DISTANCE OF 2,796.67 FEET TO THE NORTHEAST CORNER OF SAID SECTION 35, BEING ON THE CENTERLINE OF SCHULTE ROAD;

9) THENCE ALONG THE EASTERLY LINE OF SAID SECTION 35, SOUTH 00°24'33" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF SAID SCHULTE ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING THIRTY-THREE (33) COURSES:

10) - (1) THENCE NORTH 88°49'20" WEST A DISTANCE OF 2,640.19 FEET;

11) - (2) THENCE NORTH 88°36'10' WEST A DISTANCE OF 2,580.90 FEET;

12) - (3) THENCE SOUTH 44°56'27" WEST A DISTANCE OF 41.25 FEET;

13) - (4) THENCE SOUTH 01°24'29" EAST A DISTANCE OF 10.10 FEET;

14) - (5) THENCE SOUTH 88°35'31" WEST A DISTANCE OF 74.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 89°20'41" WEST;

15) - (6) THENCE ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 89°31'04" FOR AN ARC LENGTH OF 46.87 FEET;

16) - (7) THENCE NORTH 88°51'45" WEST A DISTANCE OF 899.45 FEET TO A POINT ON THE EASTERLY LINE OF DELTA MENDOTA CANAL;

17) - (8) THENCE ALONG SAID EASTERLY LINE, NORTH 39°26'57" WEST A DISTANCE OF 18.82 FEET;

18) - (9) THENCE LEAVING SAID EASTERLY LINE, NORTH 88°49'39" WEST A DISTANCE OF 361.44 FEET TO THE WESTERLY LINE OF DELTA MENDOTA CANAL;

19) - (10) THENCE ALONG SAID WESTERLY LINE, SOUTH 17°43'02" EAST A DISTANCE OF 15.34 FEET;

20) - (11) THENCE LEAVING SAID WESTERLY LINE, NORTH 88°51'45" WEST A DISTANCE OF 19.86 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

21) - (12) THENCE ALONG SAID CURVE WITH A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 44°57'23" FOR AN ARC LENGTH OF 43.16 FEET;

22) - (13) THENCE SOUTH 87°40'41" WEST A DISTANCE OF 100.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS SOUTH 46°10'52" WEST;

23) - (14) THENCE ALONG SAID CURVE WITH A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 45°02'37' FOR AN ARC LENGTH OF 43.24 FEET;

24) - (15) THENCE NORTH 88°51'45" WEST A DISTANCE OF 200.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

25) - (16) THENCE ALONG SAID CURVE WITH A RADIUS OF 545.00 FEET, THROUGH A CENTRAL ANGLE OF 4°17'21" FOR AN ARC LENGTH OF 40.80 FEET;

26) - (17) THENCE NORTH 84°34'24" WEST A DISTANCE OF 40.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

27) - (18) THENCE ALONG SAID CURVE WITH A RADIUS OF 525.00 FEET, THROUGH A CENTRAL ANGLE OF 4°17'21' FOR AN ARC LENGTH OF 39.30 FEET;

28) - (19) THENCE NORTH 88°51'45" WEST A DISTANCE OF 764.79 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

29) - (20) THENCE ALONG SAID CURVE WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 89°54'40" FOR AN ARC LENGTH OF 39.23 FEET;

30) - (21) THENCE SOUTH 87°02'54" WEST A DISTANCE OF 85.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 88°46'25" WEST;

31) - (22) THENCE ALONG SAID CURVE WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°05'20" FOR AN ARC LENGTH OF 39.31 FEET;

32) - (23) THENCE NORTH 88°51'45" WEST A DISTANCE OF 250.32 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

33) - (24) THENCE ALONG SAID CURVE WITH A RADIUS OF 545.00 FEET, THROUGH A CENTRAL ANGLE OF 4°17'21" FOR AN ARC LENGTH OF 40.80 FEET;

34) - (25) THENCE NORTH 84°34'24" WEST A DISTANCE OF 40.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

35) - (26) THENCE ALONG SAID CURVE WITH A RADIUS OF 525.00 FEET, THROUGH A CENTRAL ANGLE OF 4°17'21" FOR AN ARC LENGTH OF 39.30 FEET;

36) - (27) THENCE NORTH 88°51'45" WEST A DISTANCE OF 672.83 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

37) - (28) THENCE ALONG SAID CURVE WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 66°56'53" FOR AN ARC LENGTH OF 29.21 FEET;

38) - (29) THENCE SOUTH 84°01'55" WEST A DISTANCE OF 119.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS SOUTH 57°39'49" WEST;

39) - (30) THENCE ALONG SAID CURVE WITH A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 56°31'33" FOR AN ARC LENGTH OF 39.46 FEET;

40) - (31) THENCE NORTH 88°51'45" WEST A DISTANCE OF 1,090.18 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

41) - (32) THENCE ALONG SAID CURVE WITH A RADIUS OF 674.00 FEET, THROUGH A CENTRAL ANGLE OF 19°09'55" FOR AN ARC LENGTH OF 225.45 FEET TO A POINT OF COMPOUND CURVATURE;

42) - (33) THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 23°41'19" FOR AN ARC LENGTH OF 37.21 FEET;

43) - THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF OLD SCHULTE ROAD, NORTH 65°05'56" WEST A DISTANCE OF 176.72 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF MOUNTAIN HOUSE PARKWAY, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 57°18'36" WEST;

THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES:

44) - (1) THENCE ALONG SAID CURVE WITH A RADIUS OF 926.00 FEET, THROUGH A CENTRAL ANGLE OF 31°37'01" FOR AN ARC LENGTH OF 510.99 FEET;

45) - (2) THENCE SOUTH 89°40'34" EAST A DISTANCE OF 7.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 80°53'07" WEST;

46) - (3) THENCE ALONG SAID CURVE WITH A RADIUS OF 1,024.16 FEET, THROUGH A CENTRAL ANGLE OF 01°51'55" FOR AN ARC LENGTH OF 33.34 FEET;

47) - (4) THENCE NORTH 00°19'23" EAST A DISTANCE OF 2,004.75 FEET TO THE NORTH RIGHT OF WAY OF BERKELEY ROAD;

48) – THENCE ALONG SAID NORTH RIGHT OF WAY SOUTH 89°38'23" EAST A DISTANCE OF 10.00 FEET TO THE SAID WESTERLY RIGHT OF WAY OF MOUNTAIN HOUSE PARKWAY;

49) – THENCE ALONG SAID WESTERLY RIGHT OF WAY NORTH 00°19'53" EAST A DISTANCE OF 51.08 FEET TO THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 28;

50) THENCE ALONG SAID RIGHT OF WAY NORTH 00°19'53" EAST A DISTANCE OF 691.28 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY WITH THE NORTHEASTERLY LINE OF THE DELTA MENDOTA CANAL;

THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING SIXTEEN (16) COURSES:

51) - (1) THENCE NORTH 43°43'32" WEST A DISTANCE OF 1005.01 FEET;

52) - (2) THENCE NORTH 18°19'32" WEST A DISTANCE OF 222.30 FEET;

53) - (3) THENCE NORTH 45°55'32" WEST A DISTANCE OF 1,503.20 FEET;

54) - (4) THENCE NORTH 60°18'32" WEST A DISTANCE OF 870.80 FEET;

55) - (5) THENCE NORTH 60°00'32" WEST A DISTANCE OF 441.20 FEET;

56) - (6) THENCE NORTH 58°38'56" WEST A DISTANCE OF 207.53 FEET;

57) - (7) THENCE NORTH 38°25'32" WEST A DISTANCE OF 200.00 FEET;

58) - (8) THENCE NORTH 05°10'32" WEST A DISTANCE OF 484.70 FEET;

59) - (9) THENCE NORTH 50°12'32" WEST A DISTANCE OF 159.70 FEET;

60) - (10) THENCE NORTH 55°47'32" WEST A DISTANCE OF 293.40 FEET;

61) - (11) THENCE NORTH 74°59'32" WEST A DISTANCE OF 180.40 FEET;

62) - (12) THENCE SOUTH 81°43'28" WEST A DISTANCE OF 736.50 FEET;

63) - (13) THENCE NORTH 87°03'18" WEST A DISTANCE OF 187.32 FEET;

64) - (14) THENCE NORTH 33°19'32" WEST A DISTANCE OF 159.70 FEET;

65) - (15) THENCE NORTH 03°24'32" WEST A DISTANCE OF 323.70 FEET;

66) - (16) THENCE NORTH 36°11'32" WEST A DISTANCE OF 84.95 FEET TO A POINT ON THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL THREE IN THE GRANT DEED RECORDED AS INSTRUMENT NUMBER 98088912 OF OFFICIAL RECORDS;

67) - THENCE ALONG SAID WEST LINE NORTH 05°05'55" EAST A DISTANCE OF 332.78 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF INTERSTATE ROUTE 205;
THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING THIRTY-EIGHT (38) COURSES:

68) - (1) THENCE SOUTH 78°15'58" EAST A DISTANCE OF 216.53 FEET

69) - (2) THENCE SOUTH 86°42'16" EAST A DISTANCE OF 850.43 FEET;

70) - (3) THENCE SOUTH 84°37'14" EAST A DISTANCE OF 650.01 FEET;
71) - (4) THENCE SOUTH 84°53'06" EAST A DISTANCE OF 1,572.18 FEET;

72) - (5) THENCE SOUTH 84°51'41" EAST A DISTANCE OF 397.52 FEET;

73) - (6) THENCE SOUTH 79°56'14" EAST A DISTANCE OF 310.87 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

74) - (7) THENCE ALONG SAID CURVE WITH A RADIUS OF 252.31 FEET, THROUGH A CENTRAL ANGLE OF 37°13'29" FOR AN ARC LENGTH OF 163.92 FEET;

75) - (8) THENCE SOUTH 42°42'45" EAST A DISTANCE OF 275.61 FEET;

76) - (9) THENCE SOUTH 39°03'31" EAST A DISTANCE OF 12.17 FEET;

77) - (10) THENCE SOUTH 35°24'17" EAST A DISTANCE OF 82.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 54°59'05" EAST;

78) - (11) THENCE ALONG SAID CURVE WITH A RADIUS OF 173.21, THROUGH A CENTRAL ANGLE OF 08°05'12" FOR AN ARC LENGTH OF 24.45 FEET TO A POINT OF COMPOUND CURVATURE;

79) - (12) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 306.33 FEET, THROUGH A CENTRAL ANGLE OF 48°41'38" FOR AN ARC LENGTH OF 260.34 FEET;

80) - (13) THENCE SOUTH 87°19'09" EAST A DISTANCE OF 112.91 FEET;

81) - (14) THENCE SOUTH 87°23'24" EAST A DISTANCE OF 16.32 FEET;

82) - (15) THENCE NORTH 89°45'06" EAST A DISTANCE OF 80.63 FEET;

83) - (16) THENCE SOUTH 45°56'08" EAST A DISTANCE OF 44.35 FEET;

84) - (17) THENCE SOUTH 10°38'20" EAST A DISTANCE OF 20.68 FEET;

85) - (18) THENCE SOUTH 10°59'53" EAST A DISTANCE OF 55.76 FEET;

86) - (19) THENCE NORTH 85°35'16" EAST A DISTANCE OF 90.92 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 21;

87) - (20) THENCE ALONG SAID EAST LINE SOUTH 00°21'59" WEST A DISTANCE OF 260.98 FEET;

88) - (21) THENCE SOUTH 89°26'03" EAST A DISTANCE OF 50.00 FEET;

89) - (22) THENCE NORTH 03°54'31" EAST A DISTANCE OF 261.48 FEET;

90) - (23) THENCE NORTH 85°30'47" EAST A DISTANCE OF 6.62 FEET;

91) - (24) THENCE NORTH 03°50'58" EAST A DISTANCE OF 135.60 FEET;

92) - (25) THENCE NORTH 72°54'49" EAST A DISTANCE OF 106.32 FEET;

93) - (26) THENCE NORTH 70°50'23" EAST A DISTANCE OF 131.81 FEET;

94) - (27) THENCE NORTH 70°10'38" EAST A DISTANCE OF 86.86 FEET;

95) - (28) THENCE NORTH 50°06'39" EAST A DISTANCE OF 0.48 FEET;

96) - (29) THENCE NORTH 70°10'38" EAST A DISTANCE OF 159.30 FEET;

97) - (30) THENCE NORTH 73°06'03" EAST A DISTANCE OF 284.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE RADIAL POINT BEARS SOUTH 16°56'27" EAST;

98) - (31) THENCE ALONG SAID CURVE WITH A RADIUS OF 656.17 FEET, THROUGH A CENTRAL ANGLE OF 14°49'29" FOR AN ARC LENGTH OF 169.78 FEET;

99) - (32) THENCE SOUTH 86°53'12" EAST A DISTANCE OF 446.41 FEET;

100) - (33) THENCE SOUTH 85°08'47" EAST A DISTANCE OF 700.00 FEET;

101) - (34) THENCE SOUTH 84°58'58" EAST A DISTANCE OF 534.26 FEET;

102) - (35) THENCE SOUTH 84°49'16" EAST A DISTANCE OF 2,552.21 FEET;

103) - (36) THENCE SOUTH 84°50'07" EAST A DISTANCE OF 186.37 FEET;

104) - (37) THENCE SOUTH 87°31'48" EAST A DISTANCE OF 135.18 FEET;

105) - (38) THENCE SOUTH 85°23'36" EAST A DISTANCE OF 328.37 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 1,796 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION 1
THAT CERTAIN PARCEL OF LAND CONVEYED TO MRE PROPCO, PL, INC, RECORDED OCTOBER 28, 2021, AS DOCUMENT NO. 2021-180501, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 57.61 ACRES, MORE OR LESS.

EXCEPTION 2
THAT CERTAIN PARCEL OF LAND CONVEYED TO FEDEX GROUND PACKAGE SYSTEM, INC, BY DEED RECORDED OCTOBER 28, 2014, AS DOCUMENT NO. 2014-107876, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 117.03 ACRES, MORE OR LESS.

EXCEPTION 3
THAT CERTAIN PARCEL OF LAND CONVEYED TO CITY OF TRACY BY DEED RECORDED MAY 18, 2020, AS DOCUMENT NO.2020-058617, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 2.50 ACRES, MORE OR LESS.

EXCEPTION 4
THAT CERTAIN PARCEL OF LAND CONVEYED TO FISHER SCIENTIFIC CO., LLC, RECORDED NOVEMBER 13, 2017, AS DOCUMENT NO. 2017-132454 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 10.60 ACRES, MORE OR LESS.

EXCEPTION 5
THAT CERTAIN PARCEL OF LAND CONVEYED TO WEST SIDE IRRIGATION DISTRICT, BY DEED RECORDED IN BOOK A OF DEEDS, VOLUME 394, PAGE 255, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 6.37 ACRES, MORE OR LESS.

EXCEPTION 6
THAT CERTAIN PARCEL OF LAND CONVEYED TO GURMIT S. SANDHU, BY DEED RECORDED DECEMBER 19, 2005, AS DOCUMENT NO. 2005-315182, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 29.06 ACRES, MORE OR LESS.

EXCEPTION 7
THAT CERTAIN PARCEL OF LAND CONVEYED TO GILLON TRUST, BY DEED RECORDED APRIL 13, 2021, AS DOCUMENT NO. 2021-064742, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 5.23 ACRES, MORE OR LESS.

EXCEPTION 8
THAT CERTAIN PARCEL OF LAND CONVEYED TO ADAMS TRUST, BY DEED RECORDED JUNE 9, 2021, AS DOCUMENT NO. 2021-099217, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 1.48 ACRES, MORE OR LESS.

EXCEPTION 9
THAT CERTAIN PARCEL OF LAND CONVEYED TO LOPEZ TRUST, BY DEED RECORDED DECEMBER 10, 2012, AS DOCUMENT NO. 2012-161995, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 4.94 ACRES, MORE OR LESS.

EXCEPTION 10
THAT CERTAIN PARCEL OF LAND CONVEYED TO R&B DELTA II, BY DEED RECORDED JUNE 13, 2019, AS DOCUMENT NO. 2019-061897, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 17.64 ACRES, MORE OR LESS.

EXCEPTION 11
THAT CERTAIN PARCEL OF LAND CONVEYED TO PACIFIC GAS & ELECTRIC COMPANY, BY DEED RECORDED DECEMBER 28, 1988, AS DOCUMENT NO. 88-110849, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 0.10 ACRES, MORE OR LESS.

EXCEPTION 12
THAT CERTAIN PARCEL OF LAND CONVEYED TO PACIFIC GAS & ELECTRIC COMPANY, BY DEED RECORDED DECEMBER 15, 1969, IN BOOK 3358, PAGE 248, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 3.42 ACRES, MORE OR LESS.

EXCEPTION 13
THAT CERTAIN PARCEL OF LAND CONVEYED TO USBR DELTA MENDOTA CANAL, BY DEED RECORDED MAY 15, 1947, IN BOOK 1065, PAGE 227, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 39.62 ACRES, MORE OR LESS.

TOTAL EXCEPTED PARCELS CONTAINING 295.60 ACRES, MORE OR LESS.

PROLOGIS ACREAGE CONTAINING 1,500.4 ACRES, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

GARY K. LAMB

10-23-25
DATE



Exhibit C – Contact Information of Authorized Representative

Name of Person	Company Name	Telephone Number
Bernard Medina-Brown	Prologis, LP	(916) 690-7563
Michael Bassillios	Kier & Wright Engineers	(925) 245-8788

Remainder of the Page Intentionally Left Blank

Exhibit D – Irrevocable Offer of Dedication (IOD)

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Ptn 209-460-340, Ptn 209-460-310, Ptn 209-120-090

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 4 day of September, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____

Name: Bobby Gray

Title : Vice President

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of SAN FRANCISCO)

On September 4th 2025, before me, Noemy Peev
a Notary Public, personally appeared Robert Wittmer Gray
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NOEMY PEEV
Notary Public - California
San Francisco County
Commission # 2520110
My Comm. Expires Jun 8, 2029

Signature of Notary

(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, ____, and the grantee consents to the recordation thereof.

DATED: _____

_____

By:_____

City of Tracy

EXHIBIT "A"
LEGAL DESCRIPTION 1L-08
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION PARCEL ONE OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, ALSO BEING SOUTHEAST CORNER OF SAID PROPERTY (2014-118517 OR), THENCE ALONG THE SOUTHERLY LINE OF SAID PARCELS, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, NORTH 88° 50' 07" WEST, 1375.77 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE, NORTH 88° 50' 07" WEST, 1892.16 FEET;

THENCE LEAVING SAID LINE, ALONG THE FOLLOWING ELEVEN (11) COURSES;

1) NORTH 01° 09' 53" EAST, 53.14 FEET;

2) ALONG THE ARC OF A NON-TANGENT 30.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 30° 07' 32" WEST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 31° 17' 26", AN ARC DISTANCE OF 16.38 FEET,

3) SOUTH 88° 50' 07" EAST, 465.02 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

4) ALONG SAID CURVE HAVING A RADIUS OF 296.75 FEET THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 40.55 FEET;

5) SOUTH 81° 00' 22" EAST, 18.24 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

6) ALONG SAID CURVE HAVING A RADIUS OF 295.00 FEET THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 40.31 FEET;

7) SOUTH 88° 50' 07" EAST, 1117.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

8) ALONG SAID CURVE HAVING A RADIUS OF 30.00 FEET THROUGH AN ANGLE OF 28° 43' 38" FOR AN ARC LENGTH OF 15.04 FEET TO A POINT OF REVERSE CURVATURE;

9) ALONG A CURVE HAVING A RADIUS OF 35.00 FEET THROUGH AN ANGLE OF 28° 43' 38" FOR AN ARC LENGTH OF 17.55 FEET;

10) SOUTH 88° 50' 06" EAST, 164.63 FEET;

11) SOUTH 01° 09' 49" WEST, 57.50 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 99,325 SQUARE FEET OR 2.2802 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.



DEAN A. JURADO, P.L.S. 9032

8-26-25
DATE

SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

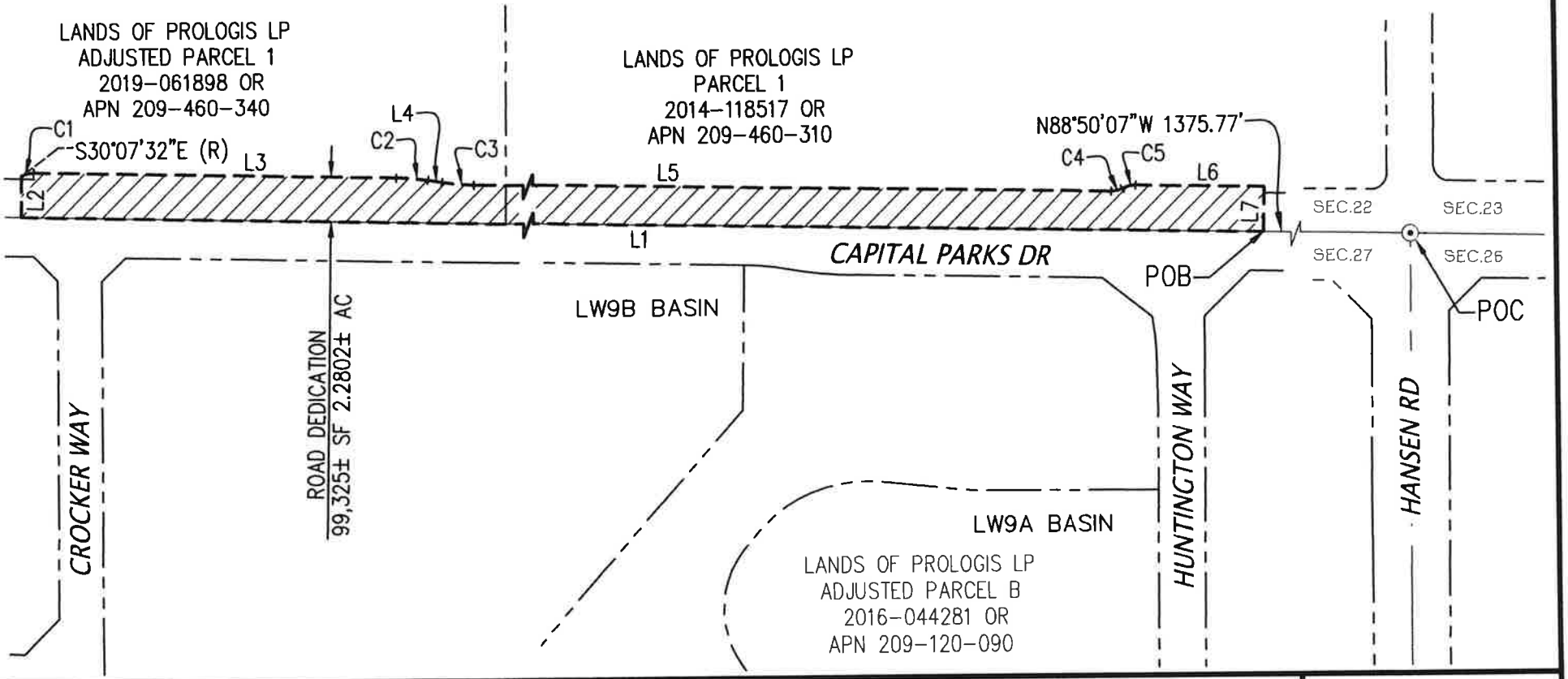
——— - - ——— PROPERTY LINE
- - - - - - - - - - - - PROPOSED PUBLIC UTILITY EASEMENT
— — — — — — PROPOSED ROAD DEDICATION

AC	ACRES
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILTY EASEMENT
ROW	RIGHT OF WAY
SF	SQUARE FEET

LICENSED LAND SURVEYOR
DEAN A. JURADO
8-26-25
No. 9032
STATE OF CALIFORNIA

NORTH

0 100' 200' 400'
Scale 1" = 200'



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-08
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	1,892.16'
L2	N1°09'53"E	53.14'
L3	S88°50'07"E	465.02'
L4	S81°00'22"E	18.24'
L5	S88°50'07"E	1,117.01'
L6	S88°50'06"E	164.63'
L7	S1°09'54"W	57.50'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	30.00'	31°17'26"	16.38'
C2	296.75'	7°49'45"	40.55'
C3	295.00'	7°49'45"	40.31'
C4	30.00'	28°43'38"	15.04'
C5	35.00'	28°43'38"	17.55'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-08
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C

PERMISSIBLE
ENCUMBRANCES

All matters of record, excluding the following:

1. 16' Irrigation Pipeline Easement Document Number 1531-OR-457.
2. U.S.A. Water Pipeline Easement Document Number 1528-OR-416.
3. U.S.A. Water Pipeline Easement Document Number 1607-OR-381.

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Ptn 209-460-340, Ptn 209-460-310, Ptn 209-120-090

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 4 day of September, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____

Name: Bobby Gray

Title : Vice President

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of SAN FRANCISCO)

On SEPTEMBER 4th 2025, before me, NOEMY PEEV
a Notary Public, personally appeared ROBERT WITTMER GRAY
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she~~/they~~ executed the same in his/her~~/their~~ authorized capacity(~~ies~~), and that by his/her~~/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NOEMY PEEV
Notary Public - California
San Francisco County
Commission # 2520110
My Comm. Expires Jun 8, 2029

Signature of Notary

(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, ____, and the grantee consents to the recordation thereof.

DATED: _____

_____

By:_____

City of Tracy

EXHIBIT "A"
LEGAL DESCRIPTION 1L-09
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING THE NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR), THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 1375.77 FEET, TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID LINE, SOUTH 01° 09' 53" WEST, 49.50 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE;

THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING SEVENTEEN (17) COURSES:

1) NORTH 88° 50' 07" WEST, 16.83 FEET,

2) SOUTH 45° 46' 23" WEST, 82.65 FEET,

3) SOUTH 00° 22' 49" WEST, 46.14 FEET,

4) NORTH 89° 49' 47" WEST, 62.00 FEET,

5) ALONG THE ARC OF A NON-TANGENT 290.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE CENTER POINT BEARS SOUTH 88° 51' 10" WEST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 09° 06' 26", AN ARC DISTANCE OF 46.10 FEET,

6) NORTH 51° 42' 22" WEST, 86.71 FEET,

7) NORTH 88° 50' 07" WEST, 336.27 FEET,

8) ALONG THE ARC OF A 311.15 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 42.52 FEET,

9) NORTH 81° 00' 22" WEST, 37.44 FEET,

10) NORTH 88° 50' 07" WEST, 1099.89 FEET,

11) ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 60° 46' 38", AN ARC DISTANCE OF 47.73 FEET,

12) SOUTH 30° 23' 16" WEST, 22.88 FEET,

13) SOUTH 01° 09' 53" WEST, 11.00 FEET,

14) NORTH 88° 46' 54" WEST, 64.56 FEET,

15) NORTH 27° 24' 15" WEST, 7.24 FEET,

16) NORTH 30° 31' 09" WEST, 20.85 FEET, AND

17) ALONG THE ARC OF A 46.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 58° 18' 43", AN ARC DISTANCE OF 46.82 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 01° 09' 53" EAST, 57.50 FEET, TO A POINT ON SAID NORTHERLY LINE OF SAID PARCEL, ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27;

THENCE ALONG SAID LINE, SOUTH 88° 50' 07" EAST, 1895.08 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING: 113,157 SQUARE FEET OR 2.5977 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

DEAN A. JURADO, P.L.S. 9032

9-2-25
DATE



SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

PROPERTY LINE
PROPOSED ROAD DEDICATION
SECTION LINE

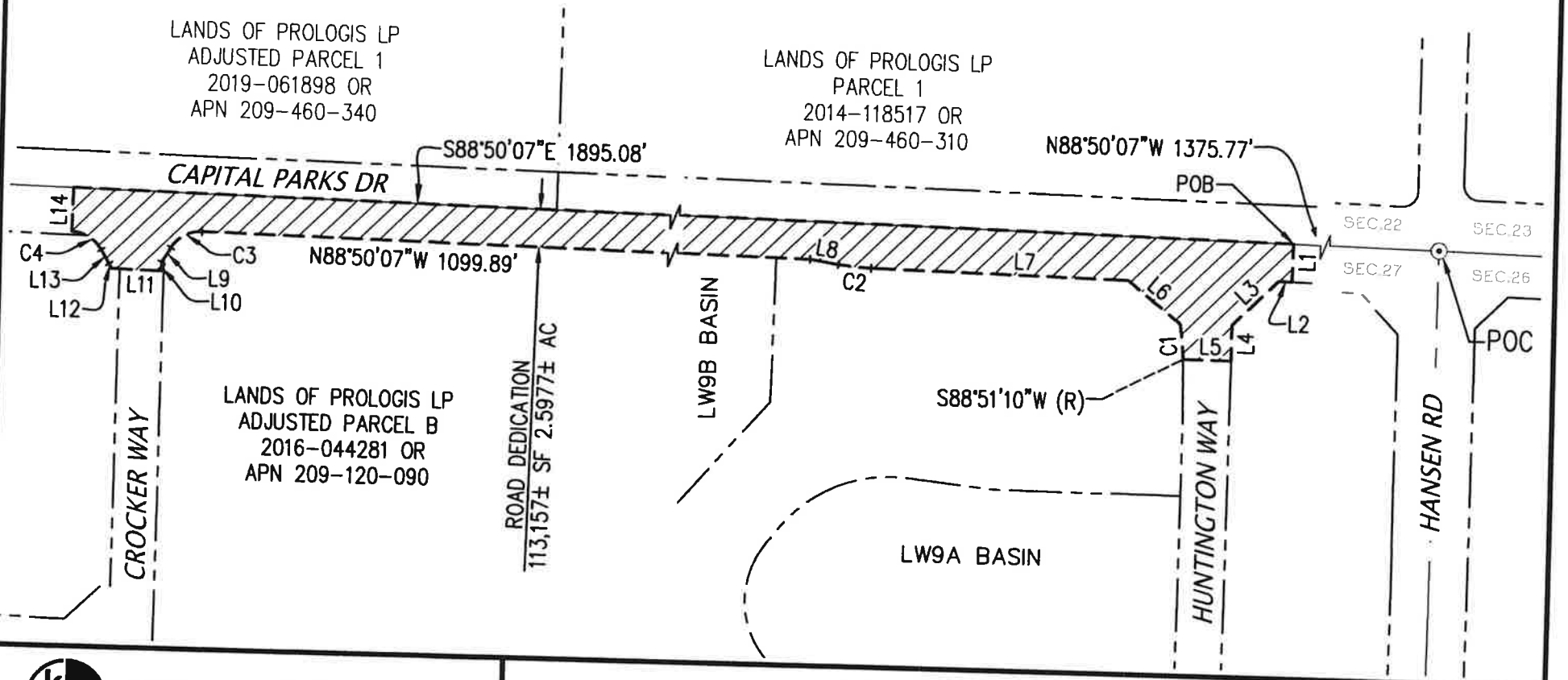
AC	ACRES
APN	ASSESSOR'S PARCEL NUMBER
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
(R)	RADIAL BEARING
ROW	RIGHT OF WAY
SF	SQUARE FEET

LICENSED LAND SURVEYOR
DEAN A. JURADO
9-2-25
No. 9032
STATE OF CALIFORNIA

NORTH

0 100' 200' 400'

Scale 1" = 200'



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-09
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

Z:\2009\A09500-170\DWG\SURVEY\PLATS\Phase 1L\1L-09 A09500-170-RD-DED-CAPITAL.dwg 9-02-25 10:43:16 AM djurado

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S1°09'53"W	49.50'
L2	N88°50'07"W	16.83'
L3	S45°46'23"W	82.65'
L4	S0°22'49"W	46.14'
L5	N89°49'47"W	62.00'
L6	N51°42'22"W	86.71'
L7	N88°50'07"W	336.27'
L8	N81°00'22"W	37.44'
L9	S30°23'16"W	22.88'
L10	S1°09'53"W	11.00'
L11	N88°46'54"W	64.56'
L12	N27°24'15"W	7.24'
L13	N30°31'09"W	20.85'
L14	N1°09'53"E	57.50'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	290.00'	9°06'26"	46.10'
C2	311.15'	7°49'45"	42.52'
C3	45.00'	60°46'38"	47.73'
C4	46.00'	58°18'43"	46.82'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-09
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

C:\Users\jhickenbottom\appdata\local\temp\AcPublish_23112\1L-09 A09500-170-RD-DED-CAPITAL.dwg 8-25-25 01:33:12 PM jhickenbottom

EXHIBIT C

PERMISSIBLE
ENCUMBRANCES

All matters of record, excluding the following:

1. 16' Irrigation Pipeline Easement Document Number 1531-OR-457.
2. U.S.A. Water Pipeline Easement Document Number 1528-OR-416.
3. U.S.A. Water Pipeline Easement Document Number 1607-OR-381.

Exhibit E – Fee Credits

Phase 1L Credit Calculations - Based on Submittal 03/31/2025.
8/7/2025

Improvements [2]	Unit Type	Units	FY 12/13 Unit Cost w/ Mark-Up	FY 12/13 Total CIP Cost	FY 12/13 Land Cost	FY 12/13 Total Cost of Land Acquisition	FY 12/13 Estimated Const. Cost	FY 12/13 40% mark up per DA	FY 12/13 Eligible for Credit [1]	FY 25/26 Unit Cost w/ Mark-Up	FY 25/26 Total CIP Cost	FY 25/26 Land Cost	FY 25/26 Total Cost of Land Acquisition	FY 25/26 Estimated Const. Cost	FY 25/26 40% mark up per DA	FY 25/26 Eligible for Credit [1]
PHASE 1L																
Road Costs [3]																
Capital Parks Drive from International Parkway to Hansen Road. STA 72+90.00 to STA 81+00.00 (Half roadway and no storm drainage)	LF	810.00	$ 390.77	$ 316,523.70	$ 154.38	$ 125,047.80	$ 136,768.50	$ 54,707.40	$ 191,475.90	$ 547.81	$ 443,726.10	$ 216.42	$ 175,302.12	$ 191,731.41	$ 76,692.57	$ 268,423.98
Capital Parks Drive from International Parkway to Hansen Road. STA 81+00.00 to STA 86+24.28 (Half roadway and storm drainage)	LF	524.28	$ 740.85	$ 388,412.84	$ 154.38	$ 80,938.35	$ 219,624.63	$ 87,849.86	$ 307,474.49	$ 1,038.59	$ 544,511.97	$ 216.42	$ 113,465.92	$ 307,890.04	$ 123,156.01	$ 431,046.05
Subtotal Road				**$ 704,936.54**		**$ 205,986.15**	**$ 356,393.13**	**$ 142,557.26**	**$ 498,950.39**		**$ 988,238.07**		**$ 288,768.04**	**$ 499,621.45**	**$ 199,848.58**	**$ 699,470.03**
Storm Drainage Costs [4, 5]																
12" Capital Parks Drive from LW9B to Huntington Way (STA 79+47.57 to 84+64.93)	LF	517.36	$ 119.98	$ 62,072.85	$ -	$ -	$ 44,337.75	$ 17,735.10	$ 62,072.85	$ 148.41	$ 76,781.40	$ -	$ -	$ 54,843.86	$ 21,937.54	$ 76,781.40
Subtotal Storm Drainage				**$ 62,072.85**		**$ -**	**$ 44,337.75**	**$ 17,735.10**	**$ 62,072.85**		**$ 76,781.40**		**$ -**	**$ 54,843.86**	**$ 21,937.54**	**$ 76,781.40**
Total Phase 1L				**$ 767,009.39**		**$ 205,986.15**	**$ 400,730.88**	**$ 160,292.36**	**$ 561,023.24**		**$ 1,065,019.47**		**$ 288,768.04**	**$ 554,465.31**	**$ 221,786.12**	**$ 776,251.43**

Notes:

[1] The 5% program management (PM) must be paid by the Developer to the City prior to receiving credits. If the PM payment is not received, the PM will need to be removed from the total eligible credit.

[2] Based on the International Park of Commerce Street Improvement Plans - Phase 1L dated 3/31/2025.

[3] Unit costs derived from the City of Tracy Transportation Master Plan dated June of 2013. Costs have been escalated by the Engineer's News Record San Francisco Construction Cost Index to June 2025 costs (15,282.03/10,901.09).

[4] Based on the updated Master Plan drainage lines from the "Supplement No. 3 to Citywide Storm Drainage Master Plan Lammers and Mountain House Watersheds" Technical Memorandum adopted by City Council on 11/5/2019.

[5] Unit costs derived from the Supplement No. 3 of the City of Tracy Storm Drainage Master Plan dated June of 2019. Costs have been escalated by the Engineer's News Record San Francisco Construction Cost Index to June 2025 costs (15,282.03/12,354.46).

Fees Due at time of Building Permit [1]

Improvements	FY 12/13 Plan Check [2]	FY 12/13 CM & I 3%	FY 12/13 Conting 5%	FY 12/13 PM 5%	FY 12/13 Total Costs Due to City at BP	FY 25/26 Plan Check [2]	FY 25/26 CM & I 3%	FY 25/26 Conting 5%	FY 25/26 PM 5%	FY 25/26 Total Costs Due to City at BP
Road Costs										
Capital Parks Drive from International Parkway to Hansen Road. STA 72+90.00 to STA 81+00.00 (Half roadway and no storm drainage)	TBD	$ 4,103.06	$ 6,838.43	$ 6,838.43	$ 17,779.91	TBD	$ 5,751.94	$ 9,586.57	$ 9,586.57	$ 24,925.08
Capital Parks Drive from International Parkway to Hansen Road. STA 81+00.00 to STA 86+24.28 (Half roadway and storm drainage)	TBD	$ 6,588.74	$ 10,981.23	$ 10,981.23	$ 28,551.20	TBD	$ 9,236.70	$ 15,394.50	$ 15,394.50	$ 40,025.71
Subtotal Road	TBD	**$ 10,691.79**	**$ 17,819.66**	**$ 17,819.66**	**$ 46,331.11**	TBD	**$ 14,988.64**	**$ 24,981.07**	**$ 24,981.07**	**$ 64,950.79**
Storm Drainage Costs										
12" Capital Parks Drive from LW9B to Huntington Way (STA 79+47.57 to 84+64.93)	TBD	$ 1,330.13	$ 2,216.89	$ 2,216.89	$ 5,763.91	TBD	$ 1,645.32	$ 2,742.19	$ 2,742.19	$ 7,129.70
Subtotal Storm Drainage	**TBD**	**$ 1,330.13**	**$ 2,216.89**	**$ 2,216.89**	**$ 5,763.91**	**TBD**	**$ 1,645.32**	**$ 2,742.19**	**$ 2,742.19**	**$ 7,129.70**
Total	**TBD**	**$ 12,021.93**	**$ 20,036.54**	**$ 20,036.54**	**$ 52,095.01**	**TBD**	**$ 16,633.96**	**$ 27,723.27**	**$ 27,723.27**	**$ 72,080.49**

Notes:

[1] Fees due at Building Permit Issuance are calculated as percentages of the estimated construction cost per the Development Agreement dated January 6, 2014. The Developer can choose to reduce the amount eligible for credits by the Program Management fees rather than paying the Program Management Fees at the time of Building Permit issuance.

[2] Plan Check Fees are calculated in accordance with the Amendment to the Master Fee Schedule to Modify the Development Services Public Improvement Plan Check Fee adopted on September 2, 2014 and are due at the time of Building Permit Issuance.

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Ptn 209-460-340, Ptn 209-460-310, Ptn 209-120-090

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 4 day of September, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____

Name: Bobby Gray

Title : Vice President

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of SAN FRANCISCO)

On September 4th 2025, before me, Noemy Peev
a Notary Public, personally appeared Robert Wittmer Gray
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NOEMY PEEV
Notary Public - California
San Francisco County
Commission # 2520110
My Comm. Expires Jun 8, 2029

Signature of Notary

(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, ____, and the grantee consents to the recordation thereof.

DATED: _____

_____

By:_____

City of Tracy

EXHIBIT "A"
LEGAL DESCRIPTION 1L-08
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION PARCEL ONE OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, ALSO BEING SOUTHEAST CORNER OF SAID PROPERTY (2014-118517 OR), THENCE ALONG THE SOUTHERLY LINE OF SAID PARCELS, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, NORTH 88° 50' 07" WEST, 1375.77 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE, NORTH 88° 50' 07" WEST, 1892.16 FEET;

THENCE LEAVING SAID LINE, ALONG THE FOLLOWING ELEVEN (11) COURSES;

1) NORTH 01° 09' 53" EAST, 53.14 FEET;

2) ALONG THE ARC OF A NON-TANGENT 30.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 30° 07' 32" WEST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 31° 17' 26", AN ARC DISTANCE OF 16.38 FEET,

3) SOUTH 88° 50' 07" EAST, 465.02 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

4) ALONG SAID CURVE HAVING A RADIUS OF 296.75 FEET THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 40.55 FEET;

5) SOUTH 81° 00' 22" EAST, 18.24 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

6) ALONG SAID CURVE HAVING A RADIUS OF 295.00 FEET THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 40.31 FEET;

7) SOUTH 88° 50' 07" EAST, 1117.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

8) ALONG SAID CURVE HAVING A RADIUS OF 30.00 FEET THROUGH AN ANGLE OF 28° 43' 38" FOR AN ARC LENGTH OF 15.04 FEET TO A POINT OF REVERSE CURVATURE;

9) ALONG A CURVE HAVING A RADIUS OF 35.00 FEET THROUGH AN ANGLE OF 28° 43' 38" FOR AN ARC LENGTH OF 17.55 FEET;

10) SOUTH 88° 50' 06" EAST, 164.63 FEET;

11) SOUTH 01° 09' 49" WEST, 57.50 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 99,325 SQUARE FEET OR 2.2802 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.



DEAN A. JURADO, P.L.S. 9032

8-26-25
DATE

SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

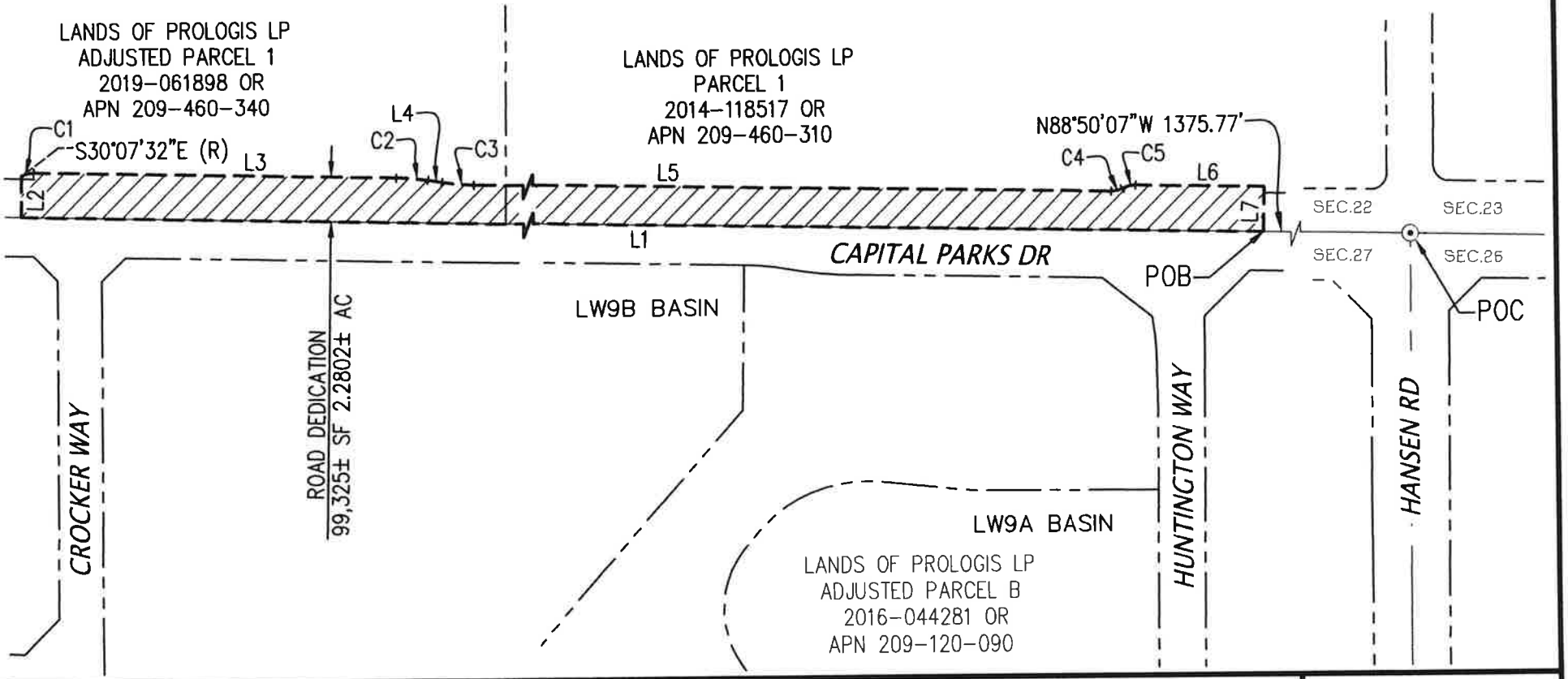
——— - - ——— PROPERTY LINE
- - - - - - - - - - - - PROPOSED PUBLIC UTILITY EASEMENT
— — — — — — PROPOSED ROAD DEDICATION

AC	ACRES
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILTY EASEMENT
ROW	RIGHT OF WAY
SF	SQUARE FEET

LICENSED LAND SURVEYOR
DEAN A. JURADO
8-26-25
No. 9032
STATE OF CALIFORNIA

NORTH

0 100' 200' 400'
Scale 1" = 200'



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-08
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	1,892.16'
L2	N1°09'53"E	53.14'
L3	S88°50'07"E	465.02'
L4	S81°00'22"E	18.24'
L5	S88°50'07"E	1,117.01'
L6	S88°50'06"E	164.63'
L7	S1°09'54"W	57.50'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	30.00'	31°17'26"	16.38'
C2	296.75'	7°49'45"	40.55'
C3	295.00'	7°49'45"	40.31'
C4	30.00'	28°43'38"	15.04'
C5	35.00'	28°43'38"	17.55'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-08
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C

PERMISSIBLE
ENCUMBRANCES

All matters of record, excluding the following:

1. 16' Irrigation Pipeline Easement Document Number 1531-OR-457.
2. U.S.A. Water Pipeline Easement Document Number 1528-OR-416.
3. U.S.A. Water Pipeline Easement Document Number 1607-OR-381.

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Ptn 209-460-340, Ptn 209-460-310, Ptn 209-120-090

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 4 day of September, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____

Name: Bobby Gray

Title : Vice President

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of SAN FRANCISCO)

On SEPTEMBER 4th 2025, before me, NOEMY PEEV
a Notary Public, personally appeared ROBERT WITTMER GRAY
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she~~/they~~ executed the same in his/her~~/their~~ authorized capacity(~~ies~~), and that by his/her~~/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NOEMY PEEV
Notary Public - California
San Francisco County
Commission # 2520110
My Comm. Expires Jun 8, 2029

Signature of Notary

(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, ____, and the grantee consents to the recordation thereof.

DATED: _____

_____

By:_____

City of Tracy

EXHIBIT "A"
LEGAL DESCRIPTION 1L-09
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING THE NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR), THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 1375.77 FEET, TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID LINE, SOUTH 01° 09' 53" WEST, 49.50 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE;

THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING SEVENTEEN (17) COURSES:

1) NORTH 88° 50' 07" WEST, 16.83 FEET,

2) SOUTH 45° 46' 23" WEST, 82.65 FEET,

3) SOUTH 00° 22' 49" WEST, 46.14 FEET,

4) NORTH 89° 49' 47" WEST, 62.00 FEET,

5) ALONG THE ARC OF A NON-TANGENT 290.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE CENTER POINT BEARS SOUTH 88° 51' 10" WEST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 09° 06' 26", AN ARC DISTANCE OF 46.10 FEET,

6) NORTH 51° 42' 22" WEST, 86.71 FEET,

7) NORTH 88° 50' 07" WEST, 336.27 FEET,

8) ALONG THE ARC OF A 311.15 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 42.52 FEET,

9) NORTH 81° 00' 22" WEST, 37.44 FEET,

10) NORTH 88° 50' 07" WEST, 1099.89 FEET,

11) ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 60° 46' 38", AN ARC DISTANCE OF 47.73 FEET,

12) SOUTH 30° 23' 16" WEST, 22.88 FEET,

13) SOUTH 01° 09' 53" WEST, 11.00 FEET,

14) NORTH 88° 46' 54" WEST, 64.56 FEET,

15) NORTH 27° 24' 15" WEST, 7.24 FEET,

16) NORTH 30° 31' 09" WEST, 20.85 FEET, AND

17) ALONG THE ARC OF A 46.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 58° 18' 43", AN ARC DISTANCE OF 46.82 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 01° 09' 53" EAST, 57.50 FEET, TO A POINT ON SAID NORTHERLY LINE OF SAID PARCEL, ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27;

THENCE ALONG SAID LINE, SOUTH 88° 50' 07" EAST, 1895.08 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING: 113,157 SQUARE FEET OR 2.5977 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

DEAN A. JURADO, P.L.S. 9032

9-2-25
DATE



SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

PROPERTY LINE
PROPOSED ROAD DEDICATION
SECTION LINE

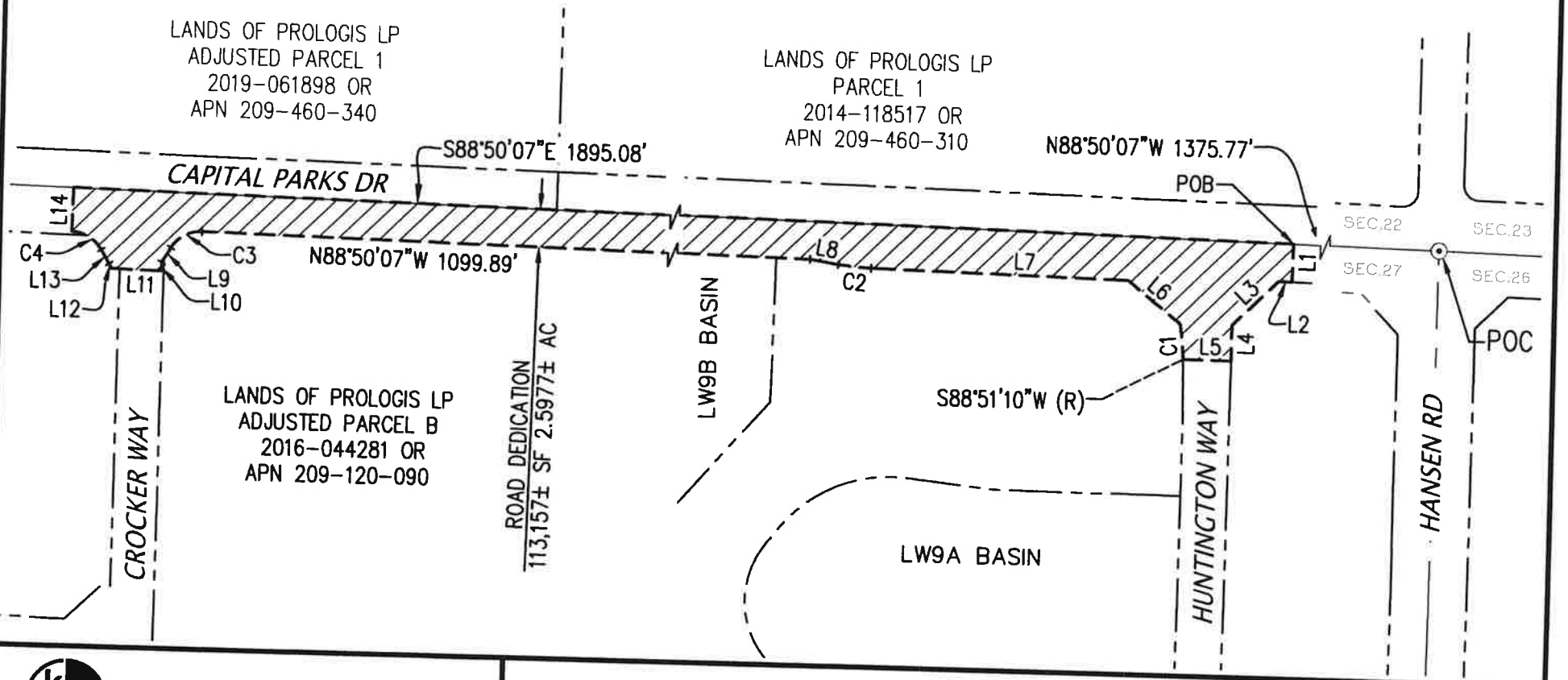
AC	ACRES
APN	ASSESSOR'S PARCEL NUMBER
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
(R)	RADIAL BEARING
ROW	RIGHT OF WAY
SF	SQUARE FEET

LICENSED LAND SURVEYOR
DEAN A. JURADO
9-2-25
No. 9032
STATE OF CALIFORNIA

NORTH

0 100' 200' 400'

Scale 1" = 200'



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-09
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

Z:\2009\A09500-170\DWG\SURVEY\PLATS\Phase 1L\1L-09 A09500-170-RD-DED-CAPITAL.dwg 9-02-25 10:43:16 AM djurado

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S1°09'53"W	49.50'
L2	N88°50'07"W	16.83'
L3	S45°46'23"W	82.65'
L4	S0°22'49"W	46.14'
L5	N89°49'47"W	62.00'
L6	N51°42'22"W	86.71'
L7	N88°50'07"W	336.27'
L8	N81°00'22"W	37.44'
L9	S30°23'16"W	22.88'
L10	S1°09'53"W	11.00'
L11	N88°46'54"W	64.56'
L12	N27°24'15"W	7.24'
L13	N30°31'09"W	20.85'
L14	N1°09'53"E	57.50'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	290.00'	9°06'26"	46.10'
C2	311.15'	7°49'45"	42.52'
C3	45.00'	60°46'38"	47.73'
C4	46.00'	58°18'43"	46.82'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-09
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

C:\Users\jhickenbottom\appdata\local\temp\AcPublish_23112\1L-09 A09500-170-RD-DED-CAPITAL.dwg 8-25-25 01:33:12 PM jhickenbottom

EXHIBIT C

PERMISSIBLE
ENCUMBRANCES

All matters of record, excluding the following:

1. 16' Irrigation Pipeline Easement Document Number 1531-OR-457.
2. U.S.A. Water Pipeline Easement Document Number 1528-OR-416.
3. U.S.A. Water Pipeline Easement Document Number 1607-OR-381.

Attachment D /
Exhibit 3 to Resolution

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Ptn 209-460-340, Ptn 209-460-310, Ptn 209-120-090

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Prologis, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 4 day of September, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: _____

Name: Robert Gray

Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of SAN FRANCISCO)

On September 25th 2025 before me, Noemy Peev,
Date *Here Insert Name and Title of the Officer*

personally appeared Robert Wittmer GRAY
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

NOEMY PEEV
Notary Public - California
San Francisco County
Commission # 2520110
My Comm. Expires Jun 8, 2029

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Wittmer Gray	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☑ Other: _____	☐ Other: _____
Signer Is Representing: Prologis	Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

_____ _____

City Clerk, City of Tracy, California Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____

a Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1L-08
PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION PARCEL ONE OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, ALSO BEING SOUTHEAST CORNER OF SAID PROPERTY (2014-118517 OR), THENCE ALONG THE SOUTHERLY LINE OF SAID PARCELS, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, NORTH 88° 50' 07" WEST, 1375.77 FEET;

THENCE LEAVING SAID LINE, NORTH 01° 09' 53" EAST, 57.50 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CAPITAL PARKS DRIVE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING NINE (9) COURSES;

1) NORTH 88° 50' 06" WEST, 164.63 FEET,
2) ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28° 43' 38", AN ARC DISTANCE OF 17.55 FEET TO A POINT OF REVERSE CURVATURE,
3) ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28° 43' 38", AN ARC DISTANCE OF 15.04 FEET,
4) NORTH 88° 50' 07" WEST, 1117.01 FEET,
5) ALONG THE ARC OF A 295.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 40.31 FEET,
6) NORTH 81° 00' 22" WEST, 18.24 FEET,
7) ALONG THE ARC OF A 296.75 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 40.55 FEET,
8) NORTH 88° 50' 07" WEST, 465.02 FEET, AND
9) ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31° 17' 26" FOR AN ARC LENGTH OF 16.38 FEET.

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING ELEVEN (11) COURSES:

1) NORTH 30° 07' 32" EAST, 10.00 FEET,

2) ALONG THE ARC OF A 39.99 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 30° 07' 32" EAST, THROUGH A CENTRAL ANGLE OF 31° 17' 53" FOR AN ARC LENGTH OF 21.84 FEET,

3) SOUTH 88° 50' 07" EAST, 465.02 FEET,

4) ALONG THE ARC OF A 306.75 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 41.92 FEET,

5) SOUTH 81° 00' 22" EAST, 18.24 FEET,

6) ALONG THE ARC OF A 285.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 38.94 FEET,

7) SOUTH 88° 50' 07" EAST, 1117.01 FEET,

8) ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28° 43' 38.0", AN ARC DISTANCE OF 10.03 FEET TO A POINT OF REVERSE CURVATURE,

9) ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28° 43' 38", AN ARC DISTANCE OF 22.56 FEET,

10) SOUTH 88° 50' 06" EAST, 164.63 FEET,

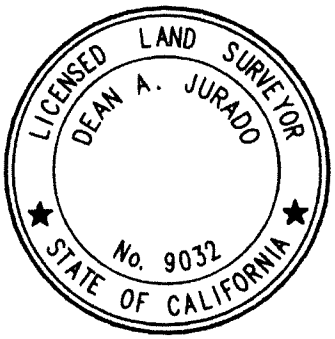
11) SOUTH 01° 09' 49" WEST, 10.00 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING: 18,975 SQUARE FEET OR 0.4356 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON A PLAT LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.



DEAN A. JURADO, P.L.S. 9032

8-26-25
DATE

SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

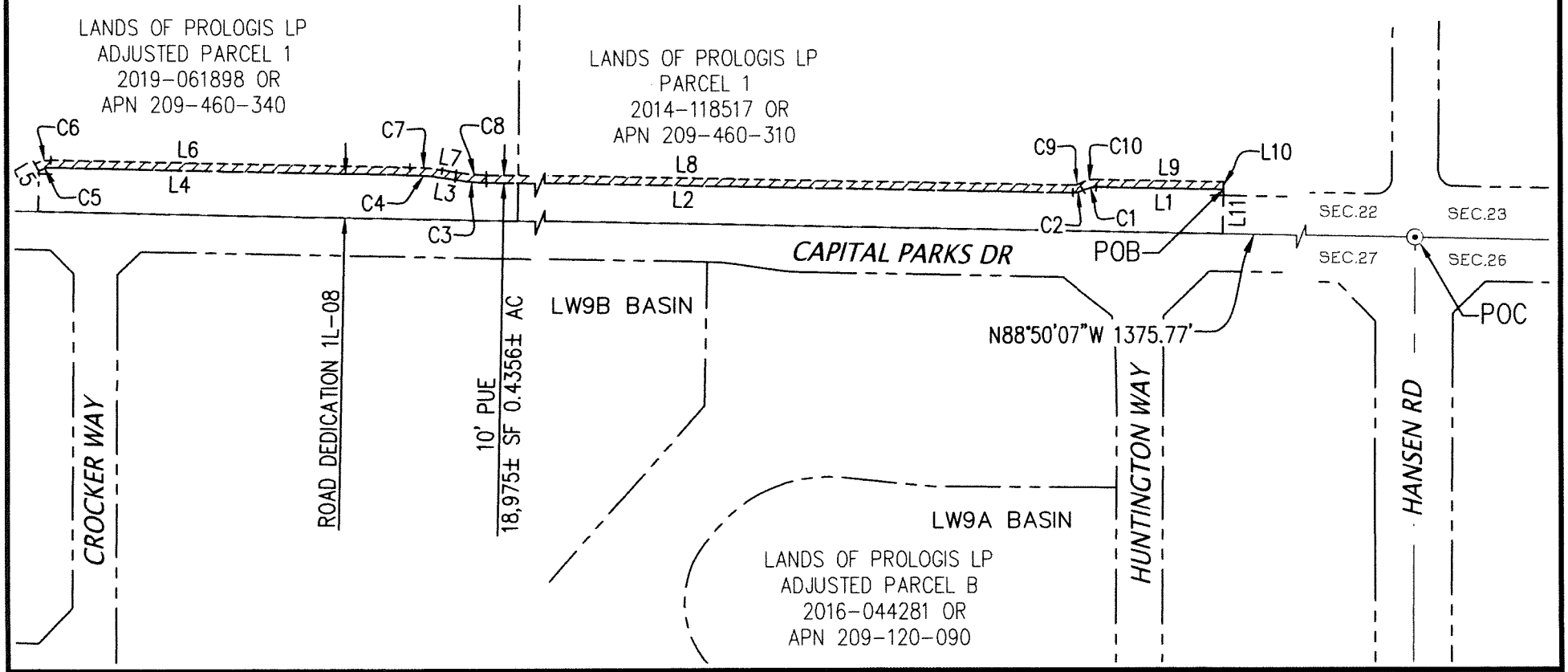
——— – – ——— PROPERTY LINE
– – – – – – – – – – – – PROPOSED PUBLIC UTILITY EASEMENT
— — — — — — — PROPOSED ROAD DEDICATION

AC	ACRES
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILTY EASEMENT
ROW	RIGHT OF WAY
SF	SQUARE FEET

LICENSED LAND SURVEYOR
DEAN A. JURADO
8-26-25
No. 9032
STATE OF CALIFORNIA

NORTH

0 100' 200' 400'
Scale 1" = 200'



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1L-08
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'06"W	164.63'
L2	N88°50'07"W	1,117.01'
L3	N81°00'22"W	18.24'
L4	N88°50'07"W	465.02'
L5	N30°07'32"W	10.00'
L6	S88°50'07"E	465.02'
L7	S81°00'22"E	18.24'
L8	S88°50'07"E	1,117.01'
L9	S88°50'06"E	164.63'
L10	S1°09'54"W	10.00'
L11	N1°09'53"E	57.50'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	35.00'	28°43'38"	17.55'
C2	30.00'	28°43'38"	15.04'
C3	295.00'	7°49'45"	40.31'
C4	296.75'	7°49'45"	40.55'
C5	30.00'	31°17'26"	16.38'
C6	39.99'	31°17'53"	21.84'
C7	306.75'	7°49'45"	41.92'
C8	285.00'	7°49'45"	38.94'
C9	20.00'	28°43'38"	10.03'
C10	45.00'	28°43'38"	22.56'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1L-08
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.

2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.

3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.

4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in- interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantormay sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

5) The covenants contained in this Exhibit C shall be covenants running with the land

comprising the Public Utility Easement, and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Ptn 209-460-340, Ptn 209-460-310, Ptn 209-120-090

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Prologis, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 4 day of September, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: Robert Gray

Name: Robert Gray

Title: Vice President

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of SAN FRANCISCO)

On September 4th, 2025, before me, Noemy Peev

a Notary Public, personally appeared Robert Wittmer Gray

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

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

WITNESS my hand and official seal.

NOEMY PEEV
Notary Public - California
San Francisco County
Commission # 2520110
My Comm. Expires Jun 8, 2029

Signature of Notary

(Affix seal here)



RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

_____ _____

City Clerk, City of Tracy, California Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____

a Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1L-09
PUBLIC UTILITY EASEMENT (PUE)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PUE 1

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING THE NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR);

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, NORTH 88° 50' 07" WEST, 1573.44 FEET;

THENCE LEAVING SAID LINE, SOUTH 01° 09' 57" WEST, 67.50 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE, SAID POINT ALSO BEING THE **POINT OF BEGINNING (POB1)**;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE FOLLOWING FIVE (5) COURSES:

1) NORTH 88° 50' 07" WEST, 349.48 FEET,
2) ALONG THE ARC OF A 321.15 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 43.88 FEET,
3) NORTH 81° 00' 22" WEST, 40.76 FEET,
4) ALONG THE ARC OF A 263.25 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 35.97 FEET,
5) NORTH 88° 50' 07" WEST 1083.48 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE, SAID POINT BEING LABELED "A" FOR CONVENIENCE.

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE, THE FOLLOWING SIX (6) COURSES:

1) ALONG THE ARC OF A NON-TANGENT 45.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 31° 13' 22" EAST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 32° 23' 15", AN ARC DISTANCE OF 25.44 FEET,
2) SOUTH 88° 50' 07" EAST, 1099.89 FEET,
3) SOUTH 81° 00' 22" EAST, 37.44 FEET,
4) ALONG THE ARC OF A 311.15 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL

ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 42.52 FEET,

5) SOUTH 88° 50' 07" EAST, 336.27 FEET,

6) SOUTH 51° 42' 22" EAST, 16.57 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING: 12,084 SQUARE FEET OR 0.2774 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED STRIP OF LAND:

PUE 2
COMMENCING AT THE ABOVE-DESCRIBED POINT "A";

THENCE SOUTH 85° 44' 23" WEST, 116.35 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE, ALSO BEING THE **POINT OF BEGINNING (POB2)**;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 88° 50' 07" WEST, 28.64 FEET;

THENCE NORTH 01° 09' 53" EAST, 10.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE ALONG THE ARC OF A 46.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 01° 09' 53" WEST, THROUGH A CENTRAL ANGLE OF 38° 30' 00" FOR AN ARC LENGTH OF 30.91 FEET TO THE **POINT OF BEGINNING (POB2).**

CONTAINING: 95 SQUARE FEET OR 0.0045 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH THE FOLLOWING STRIP OF LAND:

PUE 3
COMMENCING AT THE ABOVE-DESCRIBED POINT OF BEGINNING FOR PUE 1 (POB1);

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 51° 42' 22" EAST, 54.68 FEET TO THE **POINT OF BEGINNING (POB3)**;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:

1) SOUTH 51° 42' 22" EAST, 15.47 FEET, AND
2) ALONG THE ARC OF A 290.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 79° 44' 44" WEST, THROUGH A CENTRAL ANGLE OF 09° 06' 36" FOR AN ARC LENGTH OF 46.11 FEET, TO A POINT LABELED "B" FOR CONVENIENCE.

THENCE SOUTH 88° 55' 53" WEST, 10.00 FEET;

THENCE ALONG THE ARC OF A 280.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 88° 51' 10" WEST, THROUGH A CENTRAL ANGLE OF 11° 28' 49"

FOR AN ARC LENGTH OF 56.10 FEET TO THE **POINT OF BEGINNING (POB3)**.

CONTAINING: 511 SQUARE FEET OR 0.0117 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED STRIP OF LAND:

PUE 4
COMMENCING AT THE ABOVE-DESCRIBED POINT "B";

THENCE SOUTH 89° 37' 11" EAST, 62.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING THE **POINT OF BEGINNING (POB4)**;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:

1) NORTH 00° 22' 49" EAST, 46.37 FEET, AND
2) NORTH 45° 46' 23" EAST, 14.05 FEET TO A POINT LABELED "C" FOR CONVENIENCE.

THENCE SOUTH 00° 22' 49" WEST, 56.23 FEET;

THENCE NORTH 89° 37' 11" WEST, 10.00 FEET TO THE **POINT OF BEGINNING (POB4).**

CONTAINING: 513 SQUARE FEET OR 0.0118 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED STRIP OF LAND:

PUE 5
COMMENCING AT THE ABOVE-DESCRIBED POINT "C";

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 45° 46' 23" EAST, 58.78 FEET TO THE **POINT OF BEGINNING (POB5)**;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:

1) NORTH 45° 46' 23" EAST, 9.83 FEET, AND
2) SOUTH 88° 50' 06" EAST, 16.83 FEET.

THENCE SOUTH 01° 09' 53" WEST, 7.00 FEET;

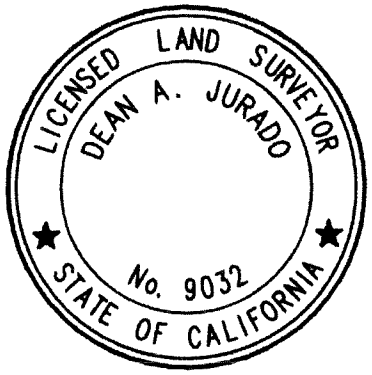
THENCE NORTH 88° 50' 07" WEST, 23.74 FEET TO THE **POINT OF BEGINNING (POB5)**.

CONTAINING: 142 SQUARE FEET OR 0.0033 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

8-26-25
DATE

SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

PROPERTY LINE
PROPOSED PUBLIC UTILITY EASEMENT
SECTION LINE

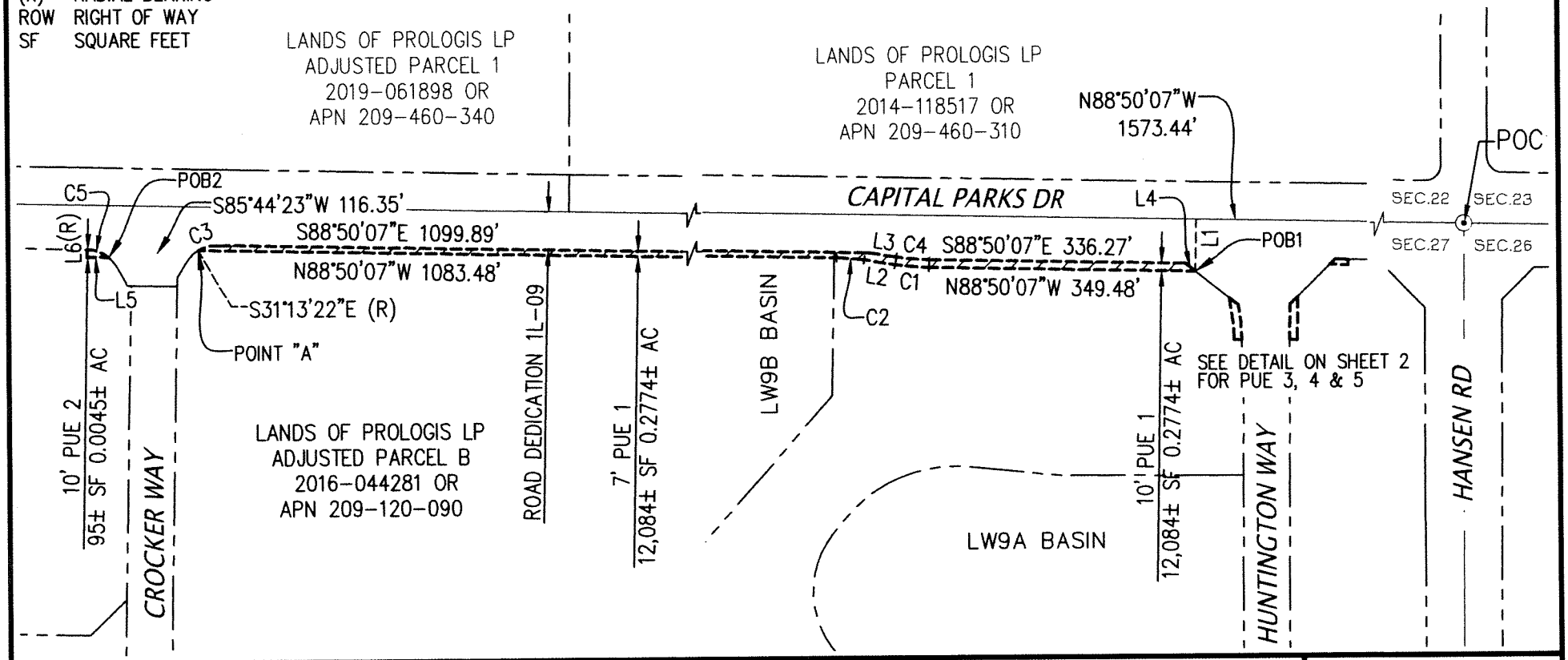
AC	ACRES
APN	ASSESSOR'S PARCEL NUMBER
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILTY EASEMENT
(R)	RADIAL BEARING
ROW	RIGHT OF WAY
SF	SQUARE FEET

PROFESSIONAL LAND SURVEYOR
DEAN A. JURADO
8-26-25
9032
STATE OF CALIFORNIA

NORTH

0 100' 200' 400'

Scale 1" = 200'



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1L-09
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

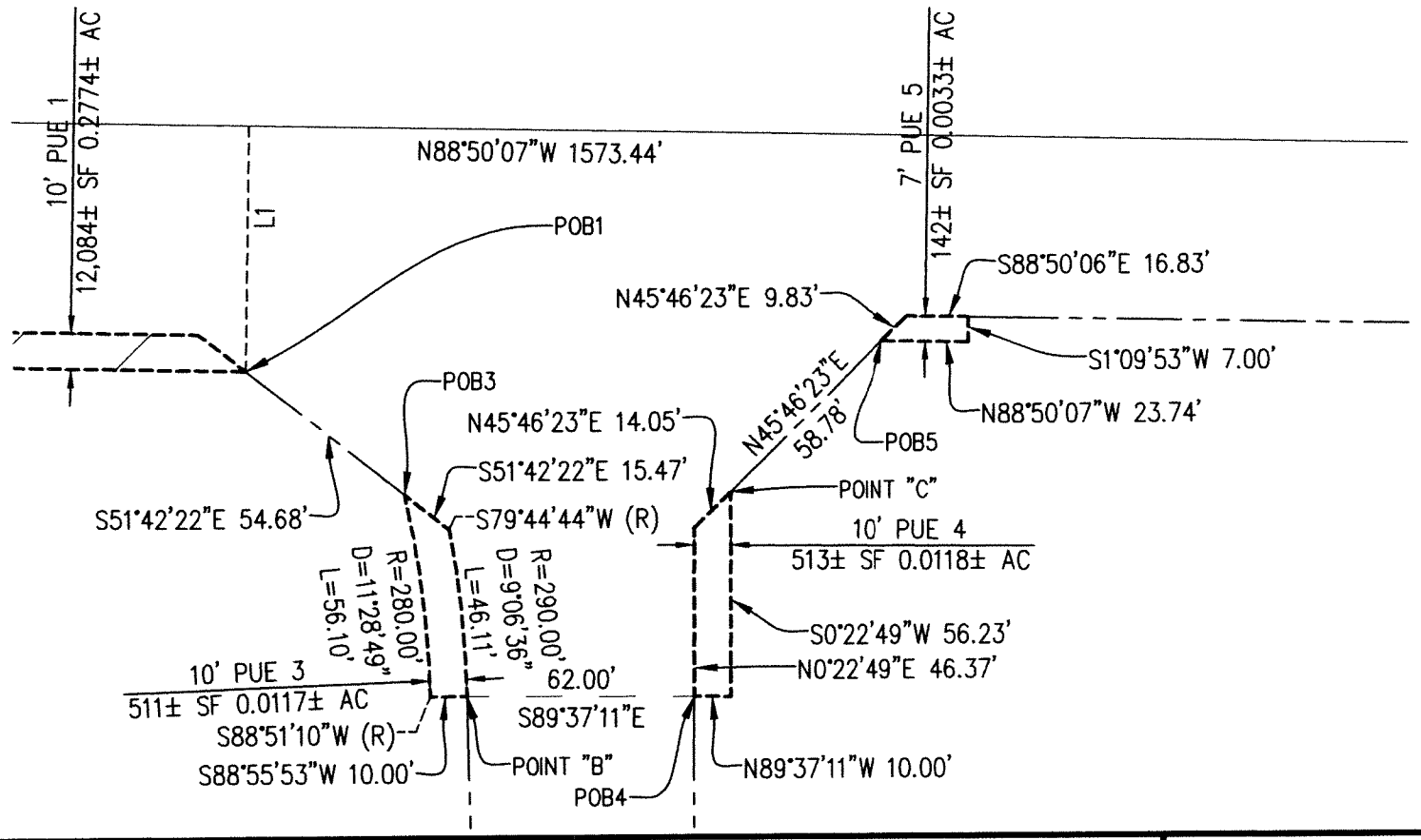
C:\Users\jhickenbottom\appdata\local\temp\AcPublish_18952\1L-09 A09500-170-RD-PUE-CAPITAL.dwg 8-27-25 09:08:45 AM jhickenbottom

SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

——— - - ——— PROPERTY LINE
- - - - - - - - - - - - PROPOSED PUBLIC UTILITY EASEMENT
——————— SECTION LINE

AC	ACRES
APN	ASSESSOR'S PARCEL NUMBER
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILTY EASEMENT
(R)	RADIAL BEARING
ROW	RIGHT OF WAY
SF	SQUARE FEET



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1L-09
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 50'
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 3

C:\Users\jhickenbottom\appdata\local\temp\AcPublish_18952\1L-09 A09500-170-RD-PUE-CAPITAL.dwg 8-27-25 09:08:46 AM jhickenbottom

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S1°09'57"W	67.50'
L2	N81°00'22"W	40.76'
L3	S81°00'22"E	37.44'
L4	S51°42'22"E	16.57'
L5	N88°50'07"W	28.64'
L6	N1°09'53"E	10.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	321.15'	7°49'45"	43.88'
C2	263.25'	7°49'45"	35.97'
C3	45.00'	32°23'15"	25.44'
C4	311.15'	7°49'45"	42.52'
C5	46.00'	38°30'00"	30.91'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1L-09
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	3 OF 3

C:\Users\jhickenbottom\appdata\local\temp\AcPublish_18952\1L-09 A09500-170-RD-PUE-CAPITAL.dwg 8-27-25 09:08:47 AM jhickenbottom

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.

2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.

3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.

4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in- interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantormay sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

5) The covenants contained in this Exhibit C shall be covenants running with the land

comprising the Public Utility Easement, and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

---

(1) APPROVING THE OFFSITE IMPROVEMENT AGREEMENT BETWEEN THE CITY AND PROLOGIS, L.P. FOR OFFSITE IMPROVEMENTS ON CAPITAL PARKS DRIVE, (2) AUTHORIZING THE CITY CLERK TO ACCEPT LAND DEDICATIONS, AND (3) AUTHORIZING THE CITY CLERK TO FILE THE DEDICATION AND EASEMENT DOCUMENTS WITH THE SAN JOAQUIN COUNTY RECORDER.

WHEREAS, on September 17, 2013, the City and Prologis, L.P. (Developer) entered into a Development Agreement (DA) for the Cordes Ranch Specific Plan (CRSP). On December 20, 2013, the DA was recorded with San Joaquin County. On May 17, 2016, the City adopted the CRSP; and

WHEREAS, on July 14, 2021, Planning Commission approved a Tentative Subdivision Map Application (TSM19-0002) for Tract 4103 - International Park of Commerce (IPC) through Resolution No. 2021-012 (Tentative Map); and

WHEREAS, on August 28, 2025, the Community and Economic Development Director approved the DRP for IPC Building 11 (D25-0012) (Project); and

WHEREAS, the Conditions of Approval (COAs) for the Project require the Developer to construct certain roadway and utility improvements on Capital Parks Drive, which include, amongst other things, roadway, utility, landscaping, irrigation, traffic signal, signing, striping, and other associated improvements on Capital Parks Drive (Improvements); and

WHEREAS, the DA and COAs require that the Developer to dedicate applicable easements and right-of-way to the City for any proposed improvements. Currently, the Developer owns all the land where the Improvements will be constructed and must dedicate the applicable easements and right-of-way to the City to facilitate construction of the Improvements; and

WHEREAS, the Developer will dedicate a portion of its property to the City in the form of an Irrevocable Offer of Dedication (IOD) (Exhibit 2) for the purpose of constructing a public roadway. Concurrently, the Developer will be granting easements

to the City in the form of Public Utility Easements (PUE) (Exhibit 3) for the purpose of installation and maintenance of public utilities; and

WHEREAS, pursuant to the Tracy Municipal Code, the Developer is required to execute an Offsite Improvement Agreement (OIA) (Exhibit 1) and to post the necessary security to guarantee completion of the Improvements; and

WHEREAS, the OIA is a legally binding mechanism guaranteeing the Developer's construction of the offsite improvements; and

WHEREAS, the Improvement Plans and OIA are on file with the City Engineer (ENG22-0026) and are available for review upon request; and

WHEREAS, the Developer has executed the OIA and submitted the required security to guarantee completion of the subject improvements; and

WHEREAS, upon completion of the improvements, staff will present them to the City Council for formal acceptance and inclusion into the City's maintenance responsibilities; and

WHEREAS, staff has confirmed that all plat and legal documents submitted by the Developer for both the IOD and PUE are complete and are technically correct; and

WHEREAS, the City can now approve the Developer's property dedication offer in the form of an IOD, subject to the completion and acceptance of all improvements, which will allow for sufficient right of way needed to construct all Improvements; and

WHEREAS, the dedication offer will stand until the improvements are complete, at which time the City will formally accept the offer and receive the improvements and underlying property as public right of way. This future step will occur under a separate action and resolution, which involves the acceptance of the improvements and a formal filing and recordation of a notice of completion with the San Joaquin County Recorder; and

WHEREAS, the City can now approve and accept the PUE dedication from the Developer to allow for the installation and maintenance of public utilities; and

WHEREAS, there will be no fiscal impact associated with this action. The Developer will pay for the cost of processing the agreement, construction, and inspection. The Developer will receive transportation impact fee credits in the amount of $699,470.03 and storm drainage impact fee credits in the amount of $76,781.40 based on the City's Transportation Master Plan and Storm Drainage Master Plan subject to Title 13 of the Tracy Municipal Code; and

WHEREAS, the proposed Project is within the scope of the development program evaluated in the Cordes Ranch Specific Plan Environmental Impact Report (CRSP EIR) and no subsequent EIR is required pursuant to Section 15162 of the California Environmental Quality Act (CEQA) Guidelines, under Section 15168(c) of the CEQA Guidelines, no further environmental review is required for the Project; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy approves the Offsite Improvement Agreement between the City and Prologis, L.P. for offsite improvements on Capital Parks Drive; and be it

FURHTER RESOLVED: That the City Council authorizes the City Clerk to accept land dedications; and be it

FURTHER RESOLVED: The City Council authorizes the City Clerk to file the dedication and easement documents with the San Joaquin County Recorder.

* * * * * * * * * * * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 18th day of November 2025, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit 1 – Offsite Improvement Agreement
Exhibit 2 – Irrevocable Offer of Dedication
Exhibit 3 – Public Utility Easement Dedication

CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
FOR INTERNATIONAL PARK OF COMMERCE (IPC)
PHASE 1L STREET IMPROVEMENTS ON CAPITAL PARKS DRIVE, HUNTINGTON WAY, AND CROCKER WAY

This **OFFSITE IMPROVEMENT AGREEMENT FOR INTERNATIONAL PARK OF COMMERCE (IPC) – PHASE 1L STREET IMPROVEMENTS ON CAPITAL PARKS DRIVE, HUNTINGTON WAY, AND CROCKER WAY,** ("***Agreement***") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("***City***") and **PROLOGIS, L. P.**, a Delaware limited partnership (referred to as "***Developer***").

RECITALS

A. Developer is the legal owner of approximately one thousand two hundred and forty-two (1,242) acres of real property within the Cordes Ranch Specific Plan Area, which consists of approximately one thousand seven hundred and eighty (1,780) acres ("***Specific Plan Area***"). The Cordes Ranch Specific Plan ("***Specific Plan***") is intended to create a state-of-the-art commerce and business park within the Specific Plan Area by establishing land use, zoning and development standards and regulations to provide for the phased development of approximately thirty-one (31) million square feet of general commercial, general office and business park industrial uses, related on- and off-site infrastructure, and passive and active use open space areas, trails, joint use park/detention facilities, and other related improvements, as described more fully therein ("***Project***").

B. On September 3, 2013, the Tracy City Council ("***City Council***") adopted the Specific Plan and approved related land use entitlements to enable the Project to proceed. In connection therewith, the City Council approved that certain *Development Agreement by and Between the City of Tracy and Prologis, L.P.* ("***Development Agreement***").

C. On July 14, 2021, the City Council approved a Tentative Subdivision Map Application *TSM19-0002 – Tract No. 4103 Cordes Ranch – International Park of Commerce Tentative Subdivision* Map by Resolution No. 2021-012 ("**Tentative Map**"). The Tentative Map is on file with the City Clerk and is incorporated herein by reference. The approval of the Application was subject to specific conditions of approval (hereinafter "**Conditions of Approval**"), attached hereto as **Exhibit "A-1"**, and incorporated by reference.

D. The Development Review Application (D25-0012) (the "Application") (the "IPC Building 11 Application") for the construction of concrete curb and gutter, sidewalk, accessible ramps, driveways, water and sewer lines, storm drain systems, catch basins, fire hydrants, landscape with automatic irrigation, streetlights, traffic signals, signing and striping, joint trench and associated improvements between the curb and the street right-of-way on Capital Parks Drive, Huntington Way, and Crocker Way (collectively, the "Work"), as approved by the Development Services Director on August 28, 2025, is on file with the Community and Economic Development Director, and is incorporated herein by reference. The approval of the Application was subject to specific conditions of approval (hereinafter "Conditions of Approval"), attached hereto as **Exhibit "A-2"**, and incorporated by reference.

E. In accordance with the Development Agreement, Specific Plan and Conditions of Approval, Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the construction of concrete curb and gutter, underground utilities, sidewalk, accessible ramps, driveways, landscape with automatic irrigation, signing and striping, traffic signals, and associated improvements on Capital Parks Drive, Huntington Way, and Crocker Way (collectively, the "***Work***"). The Work is described more fully in the forty-one (41) sheets entitled "International Park of Commerce – Phase 1L Street Improvement Plans (ENG23-0034) consisting of seven (20) sheets of Civil Improvement plans prepared by Kier & Wright Civil Engineers & Surveyors, Inc. of Livermore, California, twelve (12) sheets of Irrigation and Landscape plans prepared by David Babcock + Associates of Lafayette, California, (3) sheets of Traffic Signal, Signing, and Striping plans prepared by TJKM of Pleasanton, California, and (6) sheets of Electrolier & Photometric plans prepared by Vizion Utility Partners of Pleasanton, California ("***Plans and Specifications***") signed by the City Engineer on October 6, 2025. The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference. The Work will be performed on the real property shown and more particularly described in **Exhibit "B"** hereto (the "**Property**").

F. Since the Work, as described above and in the Plans and Specifications, has not been completed, Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer, pursuant to this Agreement and, as applicable, Section 4 of the Development Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications, subject to the applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer, such approval not to be unreasonably withheld. Developer may submit a written request to the City Engineer for a change in the scope of the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by the Developer in accordance with the requirements of the State prevailing wage laws.

2. DEVELOPER'S AUTHORIZED REPRESENTATIVE. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("***Authorized Representative***") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "C"** attached hereto includes the initial contact information referenced herein.

3. LOCATION OF PERFORMANCE. Developer shall perform the Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City Engineer. Subject to the applicable provisions of Section 3.8 of the Development

Agreement, in the event and to the extent required for the Work, Developer shall acquire all easements and/or rights-of-way necessary for the performance of the Work, at Developer's expense, subject to applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement.

4. IMPROVEMENT SECURITY. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq*.) and Tracy Municipal Code Section 12.36.080, in the following amounts:

4.1. Faithful Performance security in the amount of **$ 3,004,579.41**to secure faithful performance of this Agreement (until the day following the date upon which the City Council accepts the Work as complete).

4.2. Labor and Material security in the amount of **$ 3,004,579.41** to secure payment by Developer to laborers and materialmen (until the day following the date upon which any and all claims in connection with the Work are required to be made by laborers and materialmen in accordance with applicable laws).

4.3. Warranty security in the amount of **$ 300,457.94** to guarantee improvements against any defective work or labor done or defective materials used in the performance of Work (from the day following the date upon which the City Council accepts the Work as complete through and including the same date in the following year).

5. IRREVOCABLE OFFER OF DEDICATION. Concurrently with the execution of this Agreement, Developer shall execute the Irrevocable Offer of Dedication (IOD) in the form attached hereto as **Exhibit "D"**. At Developer's expense, Developer shall also remove or insure over, as requested by City, any new encumbrances City deems, in its discretion, to conflict with the City's intended ownership and use of the facilities as set forth in Tracy Municipal Code section 12.32.040. Developer acknowledges and agrees that City's acceptance of final improvements and release of Improvement securities pursuant to Section 4 is contingent upon elimination of these encumbrances by the Developer including but not limited to:
5.1. 16' Irrigation Pipeline Easement Document Number 1531-OR-457
5.2. U.S.A. Water Pipeline Easement Document Number 1528-OR-416.
5.3. U.S.A. Water Pipeline Easement Document Number 1607-OR-381

6. INSURANCE. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish evidence to City that all of the following insurance requirements have been satisfied by the Developer or its general contractor responsible for the Work. The insurance coverage requirements below can also be covered by umbrella policies if approved by the City.

6.1. General. Developer shall, throughout the duration of this Agreement, maintain or cause to be maintained insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services for the Work covered by this Agreement at the minimum levels set forth herein.

6.2. Commercial General Liability. Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

6.3. Automobile Liability. Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars ($2,000,000) per accident.

6.4. Workers' Compensation. Developer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

6.5. Professional Liability. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

6.6. Notice of Cancellation. Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days' prior written notice to City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

6.7. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

6.8. Insurance Certificate. Developer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form reasonably satisfactory to the City Attorney.

6.9. Substitute Certificates. No later than five (5) calendar days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide City with a substitute certificate of insurance.

6.10. Developer's Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any of its obligations hereunder (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary or desirable.

7. PERMITS, LICENSES AND COMPLIANCE WITH LAW. Developer shall, at its expense, obtain and maintain all necessary permits, approvals and licenses for performance of the Work, subject to City's cooperation pursuant to the applicable provisions of Sections 3.4 and 3.5 of the Development Agreement. In its performance of the Work, Developer shall comply with all applicable local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

8. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and Developer and the City shall with diligence and in good faith adhere to the timing requirements set forth herein unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to City, in writing, no later than ten (10) days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.

8.1. Commencement of Work. The Work shall begin within 60 days after the Effective Date of the Agreement, provided that Developer has acquired all access rights from third parties necessary for the performance of such Work. Should Developer not acquire all access rights from third parties necessary for the performance of such work, the Developer shall inform the City, in writing, of such lack of access from third parties. Nothing in this agreement shall relieve the Developer of its obligation to obtain access from other third parties to complete the Work herein, and nothing herein shall relieve the Developer of its obligation to perform the Work herein. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required and provided that the Work has not commenced within 60 days after the Effective Date, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice. Failure to provide said notice shall not relieve Developer's obligation to commence Work within 60 days after the Effective Date. As used herein, the "Effective Date" shall mean the date that the City has executed this Agreement and delivered such fully executed Agreement to Developer. Electronic delivery of the executed agreement shall constitute completion of delivery for the purposes of this section and failure to do so shall be deemed a material breach hereunder.

8.2. Schedule of Work. Concurrently with the written notice of commencement of Work, Developer shall provide City with a written schedule of Work that is acceptable to the City Engineer in its reasonable discretion, which shall be

updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

8.3. Completion of Work. Developer shall complete all Work by the earlier of (A) no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 8.1 above, and subject to extension for force majure, or, (B) if Developer fails to provide the requisite notice of commencement required under Section 8.1 above, then three hundred sixty-five (365) calendar days after the Effective Date. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

9. INSPECTION BY CITY. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. When requested by Developer, City shall use reasonable efforts to complete the requested inspection.

City inspections of the Work shall be conducted in accordance with the applicable provisions of Section 4 of the Development Agreement.

10. FEES AND FEE CREDITS. Developer shall pay all fees due to City in connection with the Work, and shall be eligible for fee credits, in accordance with the applicable provisions of Title 13 of the City of Tracy Municipal Code or the Development Agreement, whichever is applicable. Accordingly, to the extent not previously paid, concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall pay City the applicable Program Soft Costs (as that term is defined in the Development Agreement) in accordance with the applicable provisions of Section 5.1(b) of the Development Agreement. Fee credits have been calculated as described in **Exhibit "E"** attached hereto. The fee credits cannot be changed without prior written consent of the City Manager.

10.1. Transportation Impact Fee Credits. Immediately upon Developer's execution of this Agreement and provision of the Improvement Security described in Section 4 and after satisfying all the requirements Pursuant to Tracy Municipal Code Section 13.08.010, Developer shall be eligible for fee credits against Developer's obligation to pay the City's Transportation Master Plan Impact Fees in the amount of **$699,470.03**. Developer is responsible for paying the associated program management fee.

10.2. Storm Drainage Impact Fee Credits. Immediately upon Developer's execution of this Agreement and provision of the Improvement Security described in Section 4 and after satisfying all the requirement Pursuant to Tracy Municipal Code Section 13.08.010, Developer shall be eligible for fee credits against Developer's obligation to pay the City's Storm Drainage Master Plan Impact Fees in the amount of **$76,781.40.** Developer is responsible for paying the associated program management fee.

11. DEFAULT.

11.1. Notice of Default. Subject to compliance with the applicable provisions of Sections 4.4(a) and (b) of the Development Agreement, in the event that Developer is in default of this Agreement, as defined in this Section 11, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

11.2. Material Breach. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

11.2.1. The Developer is insolvent, bankrupt, or makes a general assignment of the benefit of its creditors.

11.2.2. The Developer abandons the Work site.

11.2.3. The Developer fails to perform one or more material requirements of this Agreement, and fails to cure any such non-performance pursuant to Section 11.3, below.

11.2.4. The Developer violates any legal requirements related to the Work, and fails to cure such violation pursuant to Section 11.3, below.

11.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

11.3.1. Cure the default in accordance with Section 4.4(b) of the Development Agreement.

11.3.2. Demand that Developer complete performance of the Work.

11.3.3. Demand that Developer's surety (if any) complete performance of the Work.

11.3.4. Enter the Property and complete the Work. To this end, Developer hereby grants City a license to enter onto the Property that is the subject of this Agreement, to complete the Work in the event of an uncured default.

11.3.5. Any other judicial remedies available to the City.

12. REPAIR OF ANY DAMAGE. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

13. ACCEPTANCE OF WORK. Upon Developer's satisfactory completion, as reasonably determined by the City Engineer, of all items on all punch lists prepared by the City for the Work, City Staff shall use its best efforts to expeditiously present the improvements comprising the Work to the City Council for the City Council's final acceptance. Prior to final acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Work site.

14. WARRANTY PERIOD. Developer shall warrant the quality of the Work, in accordance with the Plans and Specifications, for a period of one (1) year after final acceptance of the Work by the City Council, consistent with Section 4.3 above.

15. INDEPENDENT CONTRACTOR STATUS. Developer is an independent contractor, and the parties agree that City shall have no responsibility for any acts of Developer's employees, agents, representatives, contractors or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever, unless City provides prior written authorization to Developer.

16. OWNERSHIP OF WORK. All original documents prepared by Developer for this Agreement shall be given to City upon City's final acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws and with Developer's contracts with its design professionals.

17. INDEMNIFICATION. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees except when caused by the gross negligence or willful misconduct of City until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, above, has expired, at which time the indemnification obligations under this Section 17 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 17 are in addition to all other Developer obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, above.

18. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of City, which shall not be unreasonably withheld, delayed or denied. Any attempt to assign or delegate this Agreement without City's written consent shall be void and of no force and effect. Consent by City to one assignment shall not be deemed to be consent to any subsequent assignment.

19. NOTICES.

19.1. Notice in Writing. All notices, demands, or other communications that this Agreement contemplates, authorizes or requires shall be in writing and shall be personally delivered and electronically mailed to the respective party as follows:

City: City of Tracy
Attn: City Engineer
333 Civic Center Plaza
Tracy, CA 95376
notice@cityoftracy.org

Copy to: City Attorney's Office
Attn: City Attorney
333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

Prologis: Prologis L.P.
Attn: Bobby Gray
Pier 1, Bay 1
San Francisco, CA 94111
Tel: (415) 637-0153
Fax: (415) 733-2171
rgray@prologis.com

Copy to: Rutan & Tucker, LLP
Attn: John A. Ramirez
611 Anton Blvd.
Costa Mesa , CA 92694
Tel: 714-662-4610
Fax: 415.262.5199
jramirez@rutan.com

Copy to: Prologis L.P.
Attn: General Counsel
1800 Wazee Suite #500
Denver, CO 80202
Tel: 303.567.5000
Fax: 303.567.5903
legalnotice@prologis.com

19.2. Communications shall be deemed to have been given and received when actual receipt at the email address designated above occurs.

20. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

21. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

22. SEVERABILITY. In the event a court of competent jurisdiction holds any term of this Agreement invalid, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

23. JURISDICTION AND VENUE. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

24. ENTIRE AGREEMENT. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties

concerning the Work. This Agreement supersedes all prior negotiations, representations or agreements as such may relate to performance of the Work.

25. 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. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

Dan Arriola, Mayor

Date: _____

PROLOGIS, L.P. a Delaware Limited Partnership

By: Prologis, Inc. a Maryland corporation, its General Partner

Bobby Gray, Vice President, Investment Officer

Date: 10/23/2025

Attest:

April B. A. Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

ATTACHMENTS:

Exhibit A-1 – Conditions of Approval (TSM19-0002)
Exhibit A-2 – Conditions of Approval (D25-0012)
Exhibit B – Legal Description of the Property
Exhibit C – Contact Information of Authorized Representative
Exhibit D – Irrevocable Offer of Dedication (IOD)
Exhibit E – Fee Credits

Exhibit A -1 - Conditions of Approval (TSM19-0002)

Exhibit "A"

Conditions of Approval
International Park of Commerce Tentative Subdivision Map
Application Number TSM19-0002
July 14, 2021

These Conditions of Approval shall apply to the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bounded by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002.

A. The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer".

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Public Works Director, or the City Engineer to perform the duties set forth herein.

3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

4. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

5. "Conditions of Approval" shall mean the conditions of approval applicable to the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bound by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002. The Conditions of Approval shall specifically include all Development Services Department Conditions set forth herein.

6. "Project" means the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bound by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002.

7. "Property" means the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bound by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002.

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means the Developer. The term "Subdivider" shall include all successors in interest.

B. Planning Division Conditions of Approval

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. The Project shall document compliance with the development standards that apply to the Cordes Ranch Specific Plan Zone, including but not limited to street layout, lot size, and building setbacks.

4. Prior to the construction of any new buildings on these lots, a Development Review Permit approval must be issued pursuant to the requirements of the Cordes Ranch Specific Plan.

5. Prior to the recordation of a final map for lots 11 and 39, a plan shall be created for the improvement and maintenance of those lots, which may include, but not be limited to:
    - Merging the lots with those to the south (lots 17 and 18) upon purchase of the property WSID property that currently bisects said lots for the contiguous development of lot 18 with lot 39, and lot 17 with lot 11.
    - Improving the lots with landscaping and irrigation or parking areas to be maintained by the property owner.

C. Engineering Division Conditions of Approval

C.1. General Conditions

Developer shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project including but not limited to the list below:

a. "Cordes Ranch Specific Plan" prepared by David Babcock & Associates, dated September 3, 2013 ("Specific Plan").

b. "Cordes Ranch Specific Plan Final Environmental Impact Report", prepared by The Planning Center | DC&E, dated September 3, 2013 ("FEIR"), adopted by City Council on September 3, 2013 (Resolution No. 2013-143).

c. "Mitigation Measures and Monitoring Program for the Cordes Ranch Specific Plan", adopted by the City Council September 3, 2013 (Resolution No. 2013-143).

d. "Cordes Ranch Specific Plan – Storm Drainage Technical Report" prepared by Storm Water Consulting, Inc. and Stantec, Inc., dated December 2012, and any subsequent amendments or updates.

e. "Cordes Ranch Specific Plan Tier 2 Infrastructure Evaluation of Potable and Recycled Water Systems" prepared by West Yost Associates, Inc. dated July 7, 2014, and any amendments or updates.

f. "Wastewater Master Plan Tier 2 – Cordes Ranch Specific Plan Application Review" prepared by CH2MHill, Inc. dated January 2013, and any subsequent amendments or updates.

g. "Traffic Study for Implementation of Cordes Ranch Scheme 100" Technical Memorandum prepared by Kimley Horn, dated January 12, 2016, and subsequent amendments, dated September 28, 2018 or updates.

h. "Cordes Ranch 2nd Consistency Analysis (Phase 1K) Traffic Study" Technical Memorandum prepared by Kimley-Horn, dated June 30, 2020, and any subsequent amendments or updates.

C.2 Final Map

Prior to City Council's approval of the Final Map within the Project boundaries, Developer will demonstrate, to the reasonable satisfaction of the City Engineer, that all the requirements set forth in these Conditions of Approval are completed, including, but not limited to the following:

C.2.1. Developer has submitted one (1) reproducible copy of the approved tentative subdivision map for the Project within ten (10) days after Developer's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map means consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property. The Tentative Subdivision Map shall be printed 24" x 36" polyester film (mylar) using the City's title block.

C.2.2. Each Final Map is prepared in accordance with the applicable requirements of the Subdivision Map Act, Tracy Municipal Code, these Conditions of Approval, be in substantial conformance with the Tentative Subdivision Map, and other applicable Law.

C.2.3. Each Final Map will include and show offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required to construct and

serve the Project described by the Improvement Plans and Final Map, in accordance with Applicable Laws and these Conditions of Approval. If construction easement(s) is/are shown, it/they shall indicate the termination of the construction easement(s).

a. The Developer shall dedicate Public Utility Easement (PUE) along the frontages on all public streets for the installation, repair, use, operation, and maintenance of other public utilities such as electric, gas, telephone, cable TV, and others. Larger private utility structures may require additional PUE “bump outs” to accommodate structures.

b. The Developer shall coordinate with the respective owner(s) of the utilities including but not limited to PG&E, AT&T, and Comcast, for the design and installation of these utilities within the Property. Engineering design and construction details of these utilities must be prepared as part of the joint utility trench plans to be submitted for City’s review.

c. The Developer shall obtain the approval of all other public agencies with jurisdiction over the required public facilities.

d. Developer shall submit documentation for vacation or abandonment of existing easements that are shown on the Tentative Map to be abandoned.

C.2.4. If multiple final maps are to be filed, the Improvement Plans, as described above, must be prepared with a detailed phasing plan showing construction limits and logical sequence or order of constructing street and utilities improvements. The phasing plan shall clearly identify the improvements to be constructed with each construction phase.

C.2.5. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

C.2.6. Developer has submitted a signed and stamped Engineer’s Estimate that shows construction cost of public improvements to be dedicated to the City.

C.2.7. For purposed public improvements not yet constructed or assured by an existing fully executed Off-site Improvement Agreement and Improvement Security, Developer shall submit a signed and notarized Subdivision Improvement Agreement (SIA) and Improvement Security, to assure the completion of public improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the Applicable Law and the SIA.

C.2.8. Developer has paid engineering review fees or deposits including improvement plan checking, final map review, agreement processing, and

all other deposits, or fees required by these Conditions of Approval and Applicable Laws.

C.2.9. Developer has submitted technical or materials specifications, cost estimates, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions of Approval.

C.2.10. Developer has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes.

C.2.11. Developer has submitted signed and stamped Improvement Plans.

Developer has executed agreements and constructed certain infrastructure improvements prior to filing of this Tentative Subdivision Map. E.2.6, E.2.7, and E.2.8 will not apply to those infrastructure improvements as determined by the City Engineer.

C.3. Grading Permit

Prior to the release of the Grading Permit, Developer will provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.3.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer and Geotechnical Engineer.

C.3.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.3.3. Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

C.3.4. PDF copy of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California, as required in Condition E.4.2(a), below. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, and elevation of the highest observed groundwater level.

a. Developer /Subdivider shall pay for the cost of peer review of Geotech reports by City's consultant.

C.3.5. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.

C.3.6. Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).

C.3.7. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Measure AQ-1 and AQ-2 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Specific Plan Final Environmental Impact Report (CRSP EIR).

C.3.8. Documentation of any necessary authorizations from Regional Water Quality Control Board (RWQCB) as required in the applicable mitigation measures identified in the Cordes Ranch Specific Plan EIR.

C.3.9. Documentation of construction easement(s) or agreement(s) from owners of adjacent properties for any grading work within their parcels, or for grading work impacting their property.

C.3.10. Permit(s), agreement(s) and approval of other public agencies that have jurisdiction over the required public facilities, if applicable.

C.4. Encroachment Permit

Prior to the release of the Encroachment Permit Developer will provide all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. Improvement Plans prepared on a 24" x 36" size 4-milimeter thick polyester film (mylar) and these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The City shall obtain all applicable signatures by City departments (where applicable) on the mylars including signatures by Building

Official and Fire Code Official prior to Developer submitting the mylars to Engineering Division for City Engineer's approval.

C.4.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.3. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Developer's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

C.4.4. If required, signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC. The Developer's obligations in the DIA shall be deemed to be satisfied upon the release of the Improvement Security.

C.4.5. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 16, 2017, per Resolution 2017-098.

C.4.6. Traffic Control Plan shall be prepared under the supervision of and signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.7. South San Joaquin County Fire Authority's Fire Marshal's signature, if applicable, on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

C.5. Improvement Plans

General: Improvement Plans shall contain the design, construction details and specifications of public improvements that are necessary to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

C.5.1. The Improvement Plans shall be prepared in mylar with the City of Tracy standard title and signature block.

C.5.2. Obtain all applicable signatures by City departments and from outside agencies (where applicable) on the mylar including signatures by the Fire Marshal, prior to the Developer submitting the mylars to Engineering Division for City Engineer's approval.

C.5.3. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. PDF copy of the Project's Geotechnical /Soils Report prepared or signed and stamped by a Geotechnical Engineer.

d. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).

C.5.4. Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

b. The Grading Plan shall show construction detail(s) of the retaining walls or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site.

c. An engineered fill may be accepted as a substitute of a retaining wall, if any, subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Developer shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to issuance of the final building certificate of occupancy.

d. Grading for the site shall be designed such that the Project's storm water can overland release to either a public street or to a public storm drainage facility.

e. Prior to approval of a grading permit for the Project, the Developer shall submit a drainage report and drainage calculations for the project site based on the Master Plan criteria and starting water surface elevation

for review by City's consultant. The Developer shall be responsible to pay for the review.

f. If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or to be relocated or to be removed, if any, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Developer shall design, coordinate and construct required modifications to the improvements, if required, to the reasonable satisfaction of the City.

C.5.5. Permanent storm drainage connection

a. The Project's permanent storm drainage connection(s) shall be designed and constructed to meet City Standards and the recommendations in the Storm Drainage Technical Report.

b. Prior to the approval of the Final Map for the Project, the Developer shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's *Multi-Agency Post-Construction Stormwater Standards Manual* (Manual). Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

C.5.6. Temporary Drainage System – Retention Basin

a. Temporary retention is required to serve this project until DET LW9A & LW9B and DET LW6 and the downstream outfall system is completed and operational. The Project will utilize DET LW9A & LW9B and DET LW6 to satisfy the requirements for temporary retention set forth in the City Design Standards. Developer shall provide calculations to demonstrate that adequate capacity in DET LW6 or DET LW9A & LW9B is available (as applicable) to serve the Project. All costs of design and construction of improvements required for temporary storage shall be paid for by the Developer. No fee credits or reimbursements will be applicable for these improvements.

b. Acceptance of the DET LW9A & LW9B and DET LW6 basin parcels by the City will be upon completion of the downstream facilities, and upon the determination by the City Engineer that the basin is constructed and operational per the Storm Drainage Master Plan.

c. Developer shall be responsible for maintenance of the Retention Basin at DET LW6 and DET LW9A & LW9B until the downstream drainage facilities are installed and accepted by the City. The Developer shall sign an improvement agreement (Deferred Improvement Agreement), to assure completion of the Developer's obligation to repair and maintain said basin while the storm drainage retention basin is in service and then, if required, to modify storm drainage retention basin to conform to Master Plan requirements at such time they are no longer needed due to the construction of the permanent facilities per the Storm Drainage Master

Plan. Prior to the final inspection of the first building to be constructed on the Property, the Developer shall submit a signed and notarized Maintenance Agreement as a guarantee for the performance of Developer's responsibilities towards the repair and maintenance of the retention basin at DET LW9A & LW9B and DET LW6.

d. Layout and design of access easements to be dedicated to the City shall be per the requirements of Public Works Department and as approved by the City Engineer.

e. Parcel maps, Grant Deed documents or other instruments for dedication of the storm drainage basin parcel to the City shall be prepared and executed by the Developer. Acceptance of the basin parcel by the City will be upon completion of the downstream facilities.

f. As detailed in the Cordes Ranch Specific Plan Tier 2 Storm Drainage Technical Report, the public street system serving the project site will need to include storm water quality treatment provisions. Storm water runoff from all public streets shall be treated in conformance with the Multi-Agency Post-Construction Stormwater Standards Manual, dated June 2015. DET LW6 and DET LW9A & LW9B shall be designed to include separate measures for storm water quality treatment for public street storm water runoff.

g. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans and approved by City's Stormwater Coordinator prior to issuance of the Grading Permit for the Project.

h. Prior to the final inspection of the building to be constructed on the Property, the Developer shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Developer's responsibility towards the repair and maintenance of on-site storm water treatment facilities.

C.5.7. Central Green, WSID Irrigation District Canal and Eastside Park

a. Developer shall prepare improvement plans for the 35-acre "Central Green", West Side Irrigation District (WSID) right-of-way, and Eastside Park areas as outlined in the Cordes Ranch Specific Plan and submit for approval by the City. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement / Park Improvement and Reimbursement Agreement with bonds as required by the City. Timing of completion of construction of each of the areas shall be as required by the City and incorporated into the agreement.

C.5.8. New Schulte Road (Promontory Parkway) Project Entry

a. As outlined in Figure 5.14 of the Cordes Ranch Specific Plan, the Developer shall design and construct Project Entry details at the proposed roundabout at the intersection of Promontory Parkway and Pavillion Parkway. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement with bonds as required by the City. Timing of completion of construction shall be as required by the City and incorporated into the agreement.

C.5.9. Drainage Easement Landscaping and Trails

a. As outlined in Section 5.10 of the Cordes Ranch Specific Plan, the Developer shall design and construct landscape improvements and trails within the Drainage Easement parcels. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement with bonds as required by the City. Timing of completion of construction shall be as required by the City and incorporated into the agreement.

C.5.10. Sanitary Sewer Improvement Plans

a. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement with bonds to construct improvements to the Westside Conveyance Facilities as identified in the Wastewater Master Plan (and any updates as approved by the City Council), and as shown in the improvement plans titled " International Park of Commerce –Improvement Plans for Storm Drain Line, Sanitary Sewer Line, Detention Basin LW8 and 42" Culvert on Von Sosten Rd".

b. As provided in the Wastewater Master Plan Tier 2 – Cordes Ranch Specific Plan and also in the Development Agreement between The City of Tracy and Prologis, L.P., the City will allow up to 0.145 MGD (145,000 gallons per day) of Dry Weather Flow from the Cordes Ranch Specific Plan Area to enter the Hansen Trunk Sewer on an interim basis. To verify available capacity, and to monitor the impacts of the added flows from the Cordes Ranch Specific Plan Area prior to the completion of the Lammers Trunk Sewer, City shall utilize water meter records (domestic only, no irrigation).

c. Prior to the issuance of Building Permit for any project within the boundaries of this Tentative Subdivision Map, Developer shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements. The Developer shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

d. For any wastewater facilities outside City right-of-way to be public facilities, the Developer shall dedicate easement and enter into a

Maintenance Agreement with the City prior to issuance of initial or final occupancy for the first building within the Project.

C.5.11. Water Distribution System.

a. For all projects within the boundaries of this Tentative Subdivision Map, the Developer shall comply with the recommendations for on-site and off-site infrastructure including storage requirements as identified in the project-specific water analysis by City's consultant. Developer shall prepare improvement plans and construct required improvements identified in the Water System Analysis.

b. During the construction phases of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the South San Joaquin County Fire Authority's Fire Marshal.

c. The Developer shall design and install fire hydrants at the locations approved by the South San Joaquin County Fire Authority's Fire Marshal. Prior to the issuance of a Building Permit, the Developer shall submit calculations and plans as required by the Fire Department and obtain written approvals for the proposed fire system for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

d. Prior to issuance of temporary certificate of occupancy (or final certificate of occupancy, if TCO is not requested), the Developer shall demonstrate to the satisfaction of the Fire Marshal that all applicable fire flow parameters are met.

e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water System Analysis including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Developer.

f. Interruption to the water supply to the existing businesses and other users within International Park of Commerce or Patterson Pass Business Park will not be allowed to facilitate construction of on-site or off-site improvements related to the Project. The Developer shall be responsible for notifying business owner(s) and users, regarding construction work that involves traffic rerouting or other traffic related and access impacts to the existing businesses. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water

supply, and Traffic Control Plan to be used during the installation of the offsite water mains and connections.

g. The Developer shall design and install domestic and irrigation water service connection, including a remote-read water meters (the water meter to be located within City's right-of-way or an easement dedicated to the City) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations.

The domestic and irrigation water service connection(s) must be completed before issuance of the final certificate of occupancy of buildings. Sub-metering will be allowed within private property. The City will not perform water consumption reading on sub-meters. The City shall maintain water lines within easements from the master water meter to the point of connection with the water distribution main (inclusive) only. Repair and maintenance of all on-site water lines, laterals, sub-meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.

h. Water Shutdown Plan and Traffic Control Plan:

If water main shut down is necessary, the City will allow a maximum of four hours water supply shutdown. The Developer shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Developer shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of any offsite water mains.

i. Domestic and Irrigation Water Services

Domestic water service shall be installed in accordance with City Regulations, Applicable Law and the utility improvement plans approved by the City Engineer. City's responsibility to maintain water lines shall be from the water main on the street to the back of the water meter (inclusive) only.

C.5.12. Street Improvements

The Developer shall prepare and submit improvement plans for frontage and off-site improvements in compliance with the traffic analysis by City's consultant for project-specific requirements, FEIR, Specific Plan, "Traffic Study for Implementation of Cordes Ranch Scheme 100", and "Cordes Ranch 2nd Consistency Analysis (Phase 1K) Traffic Study", City of Tracy Master Plans and Design Standards.

a. Prior to issuance of temporary/ final certificate of occupancy, acceptance of street improvements and rights-of-way dedication on public streets associated with the project shall be completed.

b. Developer shall acquire right-of-way required to install improvements required to serve the project.

C.5.13. Project Driveways

All recommended improvements for driveways and frontage and offsite improvements recommended in the Traffic Analysis shall be completed prior to issuance of Certificate of Occupancy.

C.5.14. Bus Stops

Public transportation will be extended to the areas with the boundaries of this Tentative Subdivision Map in phases, as determined by the City, based on demand generated by actual development in the project area. Bus routes may be modified and expanded as necessary and when feasible to efficiently accommodate demand. The final bus stop locations may require additional right-of-way to accommodate bus stops, which shall be dedicated through the final mapping process.

C.5.15. Irrevocable Offer of Dedications

a. Within ninety (90) calendar days from the date of approval of the related Offsite Improvement Agreement (OIA) by the City Council, the Developer shall record Irrevocable Offer(s) of Dedication (IOD) for rights of way and easements in favor of the City to the satisfaction of the City Engineer.

b. Prior to acceptance of the improvements and IODs by the City, the Developer shall enter into agreement(s) with the City that address the maintenance of the landscaping improvements and access rights to the Developer for maintaining landscaping improvements. The Developer shall also enter into an agreement to install, operate, maintain, repair and replace the private utilities (i.e., fiber optic communications lines and appurtenances) within the City's right-of-way and easements.

C.5.16. The Developer shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

C.5.17. The Developer shall prepare joint trench plans in compliance with utility companies' requirements and City regulations and obtain approval of the plans. All private utility services to serve Project such as electric, telephone

and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

C.5.18. The Developer shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the 10-feet wide Public Utility Easement (PUE) that will be offered for dedication to the City. The Developer shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the 10-feet wide PUE to the extent feasible (and except in the event, that additional space beyond the 10-feet PUE is required, as determined by the utilities owner(s)).

C.5.19. Pavement cuts or utility trench(s) on existing street(s) for the installation of water distribution main, storm drain, sewer line, electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement, whichever applies).

C.6. Building Permit – Prior to the release of the Building Permit Developer will demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.6.1. Check payment of the applicable City Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees (adopted by Resolution 2017-098) as these relate to the Project, and as otherwise required by the Cordes Ranch Development Agreement and these Conditions of Approval.

C.6.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

C.6.3. Check payment of any applicable Regional Transportation Impact Fees (RTIF) as required in Mitigation Measure TRANS-7 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Final Environmental Impact Report and these Conditions of Approval.

C.6.4. Check payment of any applicable Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG-1 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Final Environmental Impact Report and these Conditions of Approval.

C.7. Acceptance of Public Improvements

Prior to the acceptance of Public improvements, Public Right-of-Way dedications, and Public Easements, Developer will complete construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

C.7.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

C.7.2. Developer has completed the 90-day public landscaping maintenance period.

C.7.3. Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City shall temporarily release the originals of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As Built" configuration of all improvements.

C.7.4. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

C.7.5. Completion of off-site water, storm drainage and wastewater facilities required to serve the Project. If the off-site improvements are to be constructed by others, it shall be the Developer's responsibility to coordinate timing of completion of improvements with the responsible party to ensure timely completion.

C.8. Final Building Certificate of Occupancy

Prior to the release of Final Building Certificate of Occupancy, Developer shall provide reasonable documentation that demonstrates, to the satisfaction of the City Engineer, that:

C.8.1. The Developer has satisfied all the requirements set forth in Condition E.6, above, or the City has agreed to street-by-street acceptance for final building certificate and/or occupancy.

C.8.2. The Developer has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.9. Agreements and Improvement Security

C.9.1. Subdivision Improvement Agreement: - Prior to the City's approval of the Final Map, the Developer shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), post all required improvement security in accordance with Applicable Law, and provide insurance documents as per the agreement.

C.9.2. Deferred Improvement Agreement: - Before the City's approval of the First Final Map, the Developer shall execute a Deferred Improvement Agreement, if needed, which shall be in substantial conformance with the City's standard form agreement, and in accordance with Applicable Law, by which (among other things) the Developer agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement), under the Applicable Law.

C.9.3. Offsite Improvement Agreement: - Before the City's approval of the First Final Map, the Developer shall execute an Offsite Improvement Agreement, which shall be in substantial conformance with the City's Standard form agreement, and in accordance with Applicable Law, by which guarantees completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Developer's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

City may allow other developers or entities to execute agreements with security acceptable to the City for improvements identified in these Conditions of Approval. However, the Developer shall be responsible to complete such improvements if other developers or entities fail to complete improvements in time for use by the Project. In any event, City shall not be responsible or liable for completion of improvements required to serve the Project. Subsequent discretionary approvals are contingent upon completion and acceptance of Offsite Improvements.

C.10. Improvement Security

The Developer shall provide improvement security for all public facilities, as required by the OIA, and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

C.10.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.10.2. Labor & Materials (100% of the estimated cost of constructing the public facilities),

C.10.3. Warranty (10% of the estimated cost of constructing the public facilities), and

C.10.4. Monumentation ($500 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.11. Release of Improvement Security

Prior to the release of Improvement Security(s), Developer will demonstrate, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

C.11.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Developer in accordance with the Development Agreement, and Section 12.36.080 of the TMC and after City Council's acceptance of the public improvements.

C.11.2. Written request from the Developer and a copy of the recorded Notice of Completion.

C.11.3. Monumentation Bond will be released to the Developer after City Council's acceptance of the public improvements and all monumentation shown on the Final Map is installed and tagged by a Land Surveyor licensed to practice in the State of California.

C.12. Special Conditions

C.12.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Design Standards and the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

C.12.2. Prior to beginning of construction, the Developer shall be responsible to obtain any easements, rights-of-way and/or agreements with property owners as applicable for all improvements.

C.12.3. Prior to the issuance of the Grading Permit, all existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection. The Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s).

C.12.4. The Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. The Developer shall submit report for a site sub-surface investigation for determining the presence of irrigation and drainage tile drains within and around the Project Site, if any, and submit a report

prepared and signed by a Geo-technical Engineer. In the event that tile drains exist within and around the Project Site, the Developer has the option to either relocate or abandon the on-site tile drains as required for the proposed development. All existing tile drains and proposed improvements for the relocation or removal of tile drains must be shown on the Grading and Storm Drainage Plans. Any tile drains under the proposed buildings shall be abandoned or relocated as may be required, to the satisfaction of the City. The Developer or the property owner(s) will be responsible for maintenance of tile drains to remain or the relocated tile drains and associated improvements. Additionally, the Developer will be responsible for monitoring the groundwater levels, and for the mitigations, if any, that may be required, by any applicable laws and regulations.

C.12.5. Any damages to existing improvements within the street right-of-way due to construction related activities shall be repaired or replaced as directed by the City at Developer's cost.

C.12.6. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.12.7. Developer shall comply with the requirements relating to Fire Apparatus Access Roads and other Fire Code requirements to the satisfaction of the Fire Department.

C.12.8. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, OIA, and DIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the costs for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

D. Public Works and Finance Departments Conditions of Approval

D.1. Street/Streetlight/Landscaping Replacement and Maintenance. (For Industrial/Commercial development):

No later than October 31, 2021, the applicant shall make a written election, in a form approved by the City, of the funding mechanism by which the applicant will

fund, in perpetuity, the costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure"), and the costs related to public landscaping maintenance costs. Developer must prepare its improvement plans and fund a landscaping budget analysis (to be performed by a consultant to the City) to establish the scope and cost estimates of the public landscaping maintenance costs. Prior to October 31, 2021, the City and the applicant may negotiate additional details of the Infrastructure and the funding mechanism, which details may include, without limitation, (a) the scope of the Infrastructure; (b) the geographical scope of the applicant's funding obligation; (c) the costs; (d) the inclusion of third-party owners or developers in such funding mechanism; and (e) any other issues that arise during such negotiations.

The ultimate funding mechanism may include the following options or other options that may arise during the negotiations:

a. Community Facilities District (CFD) or other funding mechanism. An agreement with the City, to be signed by the Finance Director, which may, at the City's option, be recorded against the geographical scope negotiated in the agreement ("Project Site") which stipulates that prior to the City's acceptance of the Infrastructure, the Developer will either (i) form a CFD that includes the Project Site, (ii) annex the Project Site into an existing CFD or (iii) establish another lawful funding mechanism that is reasonably acceptable to the City. If a CFD is used, formation of the CFD must include, but not be limited to, compliance with the Mello – Roos Community Facilities Act of 1982 (Gov. Code, § 53311 et seq.), affirmative votes, and the recordation of a Notice of Special Tax Lien. Developer shall be responsible for all costs associated with the CFD proceedings or the implementation of the other lawful funding mechanism.

Or

b. Direct funding. An agreement with the City, which shall be recorded against the Project Site, which stipulates that prior to the City's acceptance of the Infrastructure, Developer will deposit with the City such funds as are necessary to fund in perpetuity the long-term on-going costs of operation, maintenance and replacement of the Infrastructure, including all costs required to operate the streetlights and signals.

Or

c. POA. Developer shall, at its expense, form a Property Owner's Association (POA) for the entire Project Site that will fund the on-going operation, maintenance and replacement costs of the agreed-upon Infrastructure serving the Project Site, with CC&Rs reasonably acceptable to the City Attorney. If the POA is the chosen funding mechanism, Developer must also annex into an existing CFD in a "dormant" capacity, with the required funding to be triggered if the POA is not created prior to the City's

acceptance of any Infrastructure, or if the POA becomes, in the City's reasonable determination, unable to continue to fund the on-going operation, maintenance and replacement of the Infrastructure. If a POA and dormant CFD are the chosen funding mechanism, the CFD tax or assessment must be disclosed to all prospective buyers of all or any portion of the Project Site.

Exhibit A -2 - Conditions of Approval (D25-0012)

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

CITY OF TRACY
DETERMINATION OF
THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR

Application Number D25-0012

A determination of the Community and Economic Development Director to: (1) approve the Development Review Permit, Application Number D25-0012, for the construction of an approximately 1,700,150 square foot industrial building, named the International Park of Commerce (IPC) Building #11 with associated parking lot, landscaping and other site improvements on a 89.5-acre site bounded by Capital Parks Drive to the south and the future Daylight Road to the north APN 209-460-31 and 209-460-34; and (2) determine that this project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15183 - a subsequent project is relieved from further environmental review if all potential impacts were either addressed in a previous EIR or can be substantially mitigated by the imposition of uniformly applied development policies or standards. The Applicant is HPA, Inc (Ms. Tyneise Beyer) and the Property Owner is Prologis, LP. (Mr. Rafael Olabarrieta).

Staff has reviewed the application and determined that the following City regulations apply:

1. Cordes Ranch Specific Plan (CRSP) Zone
2. Off-Street Parking Requirements (TMC Sec 10.08.3440, Article 26)
3. Development Review (TMC Sec 10.08.3920, Article 30)
4. City Design, Goals and Standards

The Community and Economic Development Department has determined that the project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15183 - a subsequent project is relieved from further environmental review if all potential impacts were either addressed in a previous EIR or can be substantially mitigated by the imposition of uniformly applied development policies or standards. No further environmental assessment is required.

THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR, AFTER CONSIDERING ALL OF THE EVIDENCE PRESENTED, HEREBY APPROVES DEVELOPMENT REVIEW PERMIT APPLICATION NUMBER D25-0012, SUBJECT TO THE PROJECT PLANS in EXHIBIT 1 AND CONDITIONS OF APPROVAL CONTAINED IN EXHIBIT 2 AND BASED ON THE FOLLOWING FINDINGS:

1. The proposal increases the quality of the project site and enhances the property in a manner that improves the property, the surrounding area and the citizens of Tracy because the project as proposed is consistent with the intent of Cordes Ranch Specific Plan district. The project meets the setback, lot coverage and design standards of the zoning district. The proposed parking and layout meet the requirements of the municipal code along with the landscaping coverage and screening for the site. The project has been reviewed for consistency with the massing, architectural style and colors and textures of the surrounding industrial buildings and development. The project meets or exceeds the aesthetics of the area and will provide for the infill of a vacant parcel.

2. The proposal conforms to the Cordes Ranch Specific Plan Zone, the City of Tracy General Plan, the Citywide Design Goals and Standards, and other City regulations because the proposed the project as proposed is consistent with the intent of Cordes Ranch Specific Plan district and specific plan. The project meets the setback, lot coverage and design standards of the zoning district. The proposed parking and layout meet the requirements

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

of the municipal code along with the landscaping coverage and screening for the site. The project has been reviewed for consistency with the massing, architectural style and colors and textures of the surrounding commercial businesses. The project meets or exceeds the aesthetics of the area and will provide for the infill of a vacant parcel.

DocuSigned by:
Forrest Ebbs
0E603EC9E0364BD...

8/28/2025 | 10:33 AM PDT

Forrest Ebbs
Community and Economic Development Director

Date of Action

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

City of Tracy
Conditions of Approval
IPC Building 11
Development Review Permit Application Number D25-0012
August 27, 2025

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to the IPC Building 11 Project (hereinafter "Project"), which includes the following:

Development Review Permit Application Number D25-0012: A Development Review Permit for the construction of an approximately 1,700,150 square foot industrial building, named the International Park of Commerce (IPC) Building #11 with associated parking lot, landscaping and other site improvements on a 89.5-acre site bordered by International Parkway to the west, Capital Parks Drive to the south, and Hansen Road to the east on APN 209-460-31 & 209-460-34.

The preparation of the staff analysis was based upon the following information in the project application:

- HPA Architecture – IPC Building 11 – Plan Set June 18, 2025
- Kier & Wright, Storm Drainage Capacity Report - dated 7/2/2025
- David Babcock and Associates – Landscape Screening Plan - dated July 22, 2025
- LSA - Draft Transportation Technical Report - dated August 2025
- West Yost - Hydraulic Evaluation of IPC Building 11 - dated August 2, 2025
- LSA - IPC Building 11 Engineering Site Plan Review Memorandum - dated August 5, 2025
- Kier & Wright – IPC 11 – Sewer and Water Calculations - received August 7, 2025

A.2. Compliance with submitted plans. Except as otherwise modified herein, the project shall be constructed in substantial compliance with the project plans approved by the Community and Economic Development Department on August 27, 2025 to the satisfaction of the Community and Economic Development Director.

A.3. Payment of applicable fees. The Developer shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.4. Compliance with City regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City regulations, including, but not limited to, the Tracy Municipal Code (TMC), Standard Plans, the Cordes Ranch Specific Plan, and the City's Design Goals and Standards.

A.5. Building Permit Required. The Developer shall submit a building permit application along with all pertinent construction documents such as plans, specifications, and/or calculations to the Building Safety Division prior to the construction of any regulated structures, on-site

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

improvements, or accessibility features. Construction documents shall conform to the Title 24 California Code of Regulations edition effective on the date of application for a building permit.

A.6. Copy on Building Permit Plans. The Developer shall include a sheet with a legible photocopy of the approving determination and these Conditions of Approval. This sheet shall be included in all plan sets, including all job copies, and shall be available for reference by any City official, including building inspectors.

A.7. Definitions.

a. "City Engineer" means the City Engineer of the City of Tracy.

b. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code ordinances, resolutions, policies, procedures, the Cordes Ranch Specific Plan, and the City's Design Documents (including the Standard Plans, Standard Specifications, and relevant Public Facility Master Plans).

c. "Community and Economic Development Director" means the Director of the City of Tracy Community and Economic Development Department, or any other person designated by the City Manager or the Community and Economic Development Director to perform the duties set forth herein.

d. "Conditions of Approval" shall mean the conditions of approval applicable to the Project, Application Number D25-0012. The Conditions of Approval shall specifically include all conditions set forth herein.

e. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

A.8. Compliance with laws. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to:

a. the Planning and Zoning Law (Government Code sections 65000, et seq.),
b. the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"),
c. the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines"),
d. California Building Code, and
e. Fire Codes.

A.9. Development Impact Fees: The Developer shall pay all adopted Development Impact Fees prior to issuance of a Building Permit to the satisfaction of the City Engineer.

A.10. Protest of fees, dedications, reservations, or other exactions. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

A.11. Habitat conservation. Prior to issuance of a building permit or grading permit, the developer shall demonstrate compliance with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) and the Incidental Take Minimization Measures prepared by San Joaquin Council of Government (SJCOG) Habitat Division, to the satisfaction of the Community and Economic Development Director.

A.12. Air Pollution Control District. Prior to issuance of a building permit or grading permit, the Developer shall demonstrate compliance with all applicable requirements of the San Joaquin Valley Air Pollution Control District (APCD), to the satisfaction of the Community and Economic Development Director

A.13. Community Facilities District. The Developer shall agree to formally join any and all forthcoming Community Facilities District(s) (CFD) established for the Cordes Ranch Specific Plan area. Should the CFD not be established at the time of Final Certificate of Occupancy of the building, the Developer shall agree to enter into a binding agreement to ensure that the property is annexed into the CFD upon its formation.

A.14. Indemnification. The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court costs or any other costs arising out of or in any way related to this project approval, or the City's activities conducted pursuant to its processing and approval of this project approval, including any constitutional claim. Accordingly, to the fullest extent permitted by law and as a condition of this approval, the applicant and property owner, and its representative(s), or its successors shall defend, indemnify and hold harmless the City, Its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this project approval, or the City's activities conducted pursuant to its processing and approval of this project approval, including any constitutional claim. The applicant and property owner, and its representative(s), or its successors shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

B. Site Plan - The following conditions shall be satisfied through inclusion in the plan set submitted with any future application for Building Permit:

B.1. Parking Lot

a. 12-inch-wide concrete curbs shall be installed along the perimeter of landscape planters where such planters are parallel and adjacent to vehicular parking spaces to provide access to vehicles without stepping into the landscape planters.

b. Parking stalls shall be striped in accordance with Standard Plan 141.

c. Any sidewalk, landscape planters, or bio-retention areas that are perpendicular to parking stalls shall extend up to 24 inches into the parking stall, including a six-inch concrete curb, in place of wheel stops where feasible. No credit towards parking lot landscape requirements shall be given for the resulting additional landscaping.

d. Bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510.

B.2. Parking Lot Lighting. Detailed plans that demonstrate a minimum of one foot candle power illumination throughout the parking area as defined in TMC Section 10.08.3450. Parking area lighting shall be designed and installed so that it is directed downward onto the parking surface and away from the public right-of-way and adjacent properties.

B.3. Landscaping and Irrigation. The Developer shall provide detailed landscape and irrigation plans with the applications for Building Permits that satisfy the following conditions:

a. Plans shall demonstrate compliance with the Cordes Ranch Specific Plan, the City of Tracy Design Goals & Standards, and the Tracy Municipal Code Section 10.08.3560 for parking area landscaping. Said plans shall clearly delineate the property line and shall include a planting legend indicating, at minimum, the quantity, planting size, and height and width at maturity.

b. Each planter shall contain a combination of trees, shrubs, and live groundcover. Trees shall be a minimum of 24” box size, shrubs shall be a minimum size of 5 gallon, and groundcover shall be a minimum size of 1 gallon at planting. Landscaping shall be continuously maintained to prevent incidence of wildfire.

c. Where trees are planted ten feet or less from a sidewalk or curb, root barriers dimensioned 8 feet long by 24 inches deep shall be provided adjacent to such sidewalk and curb, centered on the tree.

d. The landscape and irrigation plan shall be consistent with the applicable Department of Water Resources Model Efficient Landscape Ordinance.

e. A Department of Water Resources Model Efficient Landscape Ordinance (MWELO) Project Information Sheet shall be prepared in compliance with City standards to the Director of Public Works. The submittal must show compliance with the MWELO by choosing either the Prescriptive or Performance Approach through inclusion in submitted plans and documents. The submittal shall

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

demonstrate compliance with Tracy Municipal Code Chapter 11.28 and California Green Building Standards Chapter 5.

f. Landscape & Irrigation Maintenance. Prior to the issuance of a building permit for each building or site, the Developer shall execute a two-year landscape and irrigation maintenance agreement and submit financial security, such as a performance bond, to ensure the success of all on-site landscaping for the term of the agreement. The security amount shall be equal to $2.50 per square foot of the landscaped area or equal to the actual labor and material installation cost of all on-site landscaping and irrigation for that phase.

B.4. Fencing. Chain-link or vinyl fencing is prohibited where visible from any public right-of-way, and barbed wire, razor wire, or electric fence is prohibited anywhere on site.

B.5. Screening Utilities and Equipment. The Developer shall provide detailed plans with the application for Building Permits that satisfy the following conditions:

a. Permanent trash collection areas, such as trash and recycling compactors or traditional trash and recycling dumpsters shall be screened by structures or enclosures architecturally complementary of the main building to the satisfaction of the Community and Economic Development Director. Trash and recycling collection enclosures shall include a masonry wall enclosure with a minimum wall height of seven feet, solid metal doors, and a solid roof structure. The enclosure, including the roof, shall be architecturally compatible with the adjacent buildings, which includes but is not limited to, design, materials, and colors.

b. No roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes, whether proposed as part of this application, potential future equipment, or any portion thereof, shall be readily visible from any public right-of-way. The plans shall demonstrate that such equipment is fully screened from view behind parapet walls to the satisfaction of the Community and Economic Development Director.

c. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or substantially screened from view behind structures or landscaping, to the satisfaction of the Community and Economic Development Director.

d. Truck loading areas, dock doors, and trash compactors shall be substantially screened from view from the public right-of-way. Landscape screening shall be tall and dense enough to substantially screen to the top of trailers, dock doors, and trash compactors from public view. Where there are gaps between trees and beneath tree canopies, screen shrubs shall be planted to prevent views between tree trunks, per the Cordes Ranch Specific Plan landscape guidelines

B.6. Architectural Details. The Developer shall provide detailed plans with the applications for Building Permits that satisfy the following conditions:

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

a. All vents, gutters, downspouts, flashing, and electrical conduits shall be internal to the structures or painted to match the color of the adjacent surfaces, and other ground-mounted, wall-mounted, or building-attached utilities, including bollards, shall be painted to match the color of the adjacent surfaces or otherwise designed in harmony with the building exterior to the satisfaction of the Community and Economic Development Director. Bollards may have strips of reflective tape or bright colored stripes added near the top of the bollard to increase visibility.

b. All bollards on-site shall be located and consistent with the approved plans painted to match the adjacent and/or existing building, unless stated otherwise by federal or state regulations.

c. Outdoor storage of materials is only permitted on the site in accordance with the Cordes Ranch Specific Plan.

d. No business identification signs are approved with this development review permit. All business identification signs shall obtain a sign permit in accordance with the Residential Areas Specific Plan and the Tracy Municipal Code.

e. Developer shall install all on-site circulation signs to the satisfaction of the Community and Economic Development Director.

B.7. Landscape Plan. Prior to issuance of a construction or building permit, Developer shall demonstrate compliance with the 2015 Model Water Efficient Landscape Ordinance and/or the Green Building Code from state law and obtain approval by the Utilities Department through the following:

a. Develop and submit electronically and by hard copy, a Landscape Document Package (LDP) that identifies the methods to be employed to reduce water usage through proper landscape design, installation and maintenance. This LDP shall consist of:

i. A project information sheet that includes the checklist of all documents in the LDP;

ii. The Water Efficient Landscape Worksheets that include a hydro zone information table and the water budget calculations – Maximum Applied Water Allowance and Estimate Total Water Use;

iii. A soil management report, after compaction and from various locations throughout the project;

iv. A landscape design plan that includes the statement, “I agree to comply with the requirements of the 2015 water efficient landscape ordinance and shall submit for approval a complete Landscape Document Package:

v. An irrigation design plan with schedule; and

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

vi. A grading design plan.

b. A Certificate of Completion must be completed, signed, and submitted to the Utilities Department prior to Final Occupancy.

C. On-Site Utility Plans – The construction of onsite utilities, except storm drain, is subject to review and approval through the Building Permit process. A Utility Plan shall be submitted concurrent with the application for a Building Permit and is subject to review and approval through the issuance of a Building Permit. The following conditions shall be addressed on the Utility Plan:

C.1. Storm Drainage

a. Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and retention basins and shall comply with Storm Drainage Study and City Regulations

b. The Developer has submitted a study with hydrologic and hydraulic calculations to size onsite and offsite storm drainpipes, onsite retention, and offsite detention basins. The study must show how the project complies with the City's Storm Drain Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer.

c. Permanent City-maintained storm drains must be in City right-of-way or easements. The Developer shall maintain interim facilities, and all access easements must meet Engineering Division requirements and be approved by the City Engineer.

d.

e. The Developer has submitted calculations demonstrating that Detention Basins LW9A/9B and LW8 have sufficient capacity to accommodate runoff from the L18 watershed. The study must show how the project complies with the City's Storm Drain Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer.

f. Calculations related to the design and sizing of onsite storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans and approved by City's Stormwater Coordinator prior to issuance of the Grading Permit

g. All storm drainage structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Developer and submitted to the City for approval as part of the improvement plans.

h. The Project shall implement post-construction stormwater controls and submit a Stormwater Plan per Tracy Municipal Code 11.34.120 and Multi-Agency Post-

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

Construction Stormwater Standards Manual, dated June 2015, and any subsequent amendments. Prior to the final inspection of the building to be constructed on the Property, the Developer shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Developer's responsibility towards the repair and maintenance of onsite storm water treatment facilities.

i. Developer shall coordinate with the City's Landscape Architect, Planning Division, and Parks and Recreation Department to determine the type and extent of landscaping and irrigation improvements required to be installed within and adjacent to the retention basins. Landscape Plans for the basins shall be submitted from approval by the City Engineer.

C.2. Sanitary Sewer

a. The Developer has submitted a Wastewater Study with generation and hydraulic calculations to size the onsite and offsite wastewater system. The study must show the project complies with the City's Wastewater Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer.

b. The Cordes Ranch/IPC Phase 1 area is limited to 0.145 million gallons per day (MGD) of wastewater capacity, as outlined in the Cordes Ranch Development Agreement. The applicant must provide a detail summary of approved projects to date showing how much of this capacity has been used in each project. All onsite sewer lines and improvements, including laterals to existing mains, must follow City regulations. Before building permits are issued for each phase, the Developer must submit and receive approval for the onsite sewer improvement plans serving that phase.

c. No final inspection of any building(s) within the phase will be performed or any occupancy for the building(s) will be issued, until the onsite sewer improvements listed above are completed and functional, as determined by the City Engineer.

C.3. Water Distribution System

a. The Developer has submitted a Water Study demonstrating the offsite water distribution system delivers the required minimum pressures, flow rates, and that the project complies with the City's Water Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer. Any deficiencies must be corrected through Developer-designed improvements per City standards to the satisfaction of the City Engineer.

b. The Developer has submitted a hydraulic model for City approval showing that onsite water and fire mains are properly sized to meet system pressure, fire flow, and peak demand requirements. Any deficiencies must be corrected through Developer-designed improvements per City and Fire Department standards to the satisfaction of the City Engineer.

c. During the construction phases (vertical construction) of the Project, the Developer shall be responsible for providing water infrastructure (temporary or permanent)

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshall.

d. The Developer shall design and install fire hydrants as approved by the Fire Marshal. Before Improvement Plan approval, the Developer must obtain written approval from the Fire Marshal for the fire service connection design and for the location and spacing of all fire hydrants serving the Project.

e. Should the water system pressure exceed 80 pounds per square inch, pressure reducing valves should be installed on the Project's domestic service connections. The design of the individual pressure reducing valves for services shall be subject to approval by the Building Official.

D. Grading Plan – A Grading Permit shall be secured prior to site disturbance or grading of the site. The following conditions shall be satisfied through inclusion in the plan set submitted with any future application for Grading Permit:

D.1. Grading Plan. The Developer shall submit a Grading Permit application with all required construction documents—plans, specifications, and calculations—prepared by a Registered Civil Engineer, to the Development Engineering Division before starting grading, onsite improvements, or accessibility features. A Geotechnical/Soils Report must be included, addressing soil stability, type, classification, percolation rate, bearing capacity, and highest groundwater elevation.

D.2. When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

a. If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

b. If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City

E. Offsite Public Improvements

E.1. Offsite Improvement Agreements (OIAs) – The Developer shall enter into OIAs for IPC Phase 1L - Capitals Parks Drive (ENG23-0034) and IPC Phase 1M – (ENG25-0009) for the construction of offsite public improvements to provide necessary transportation and utility services to the project site.

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

E.2. Irrevocable Offer of Dedications (IODs) – Concurrently with the related Offsite Improvement Agreement (OIA) by the City council, the Developer shall record Irrevocable Offer(s) of Dedication (IOD) for rights of way and easements in favor of the City to the satisfaction of the City Engineer including Daylight Road east of International Parkway.

E.3. Conceptual Traffic signal plans – The Developer shall prepare conceptual traffic signal plans to provide an ITS fiber optic connection between the Promontory Parkway and International Parkway intersection and the Hansen Pump/Well Station. Plans shall include all necessary equipment, conduit, and installation details required to complete the ITS room at the Hansen site and establish communication with the City of Tracy's traffic signal network. This will be a condition of final certificate of occupancy issuance.

E.4. Street Improvement Plans and Streetscape Plans – The Developer has submitted a Traffic Study and Site Circulation Analysis to determine the project's traffic impacts and required mitigations and demonstrate compliance with the City's Transportation Master Plan, Cordes Ranch Specific Plan, Cordes Ranch EIR, Development Agreement, and City Regulations to the satisfaction of the City Engineer.

E.5. Prior to the issuance of a Certificate of Occupancy for International Park of Commerce Building 11 ("Project"), the Applicant/Owner shall comply with the following:

a. Completion of Prior Project Traffic Improvements – The Applicant shall demonstrate to the satisfaction of the City Engineer that all traffic-related Conditions of Approval for previously approved Cordes Ranch Specific Plan (CRSP) projects that are relied upon for IPC 11 have been fully constructed and, where applicable, by San Joaquin County and/or Caltrans:

b. The Applicant shall demonstrate to the satisfaction of the City Engineer that all traffic-related Conditions of Approval for previously approved Cordes Ranch Specific Plan (CRSP) projects that are relied upon for IPC 11 have been fully constructed and, where applicable, by San Joaquin County and/or Caltrans. This requirement includes, but is not limited to roadway and intersection improvements required under the Conditions of Approval for:

1) IPC Building 20, including Hopkins Extension (ENG21-0031)
2) Phase 1K Roadway Improvement Project (ENG18-0071)
3) Promontory Parkway Extension (ENG21-0028)
4) Promontory Extension Roundabout (ENG21-0011)
5)
6) International Parkway & Promontory Parkway (ENGXX-XXXX)
7) Lammers Road & Old Schulte Road (ENGXX-XX)
8) Roadway Network Signal Retiming: Due to the rerouting of traffic, the Developer shall update the signal timing for all signals along Promontory

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

Parkway and Old Schulte Road between International Parkway and Lammers Road, including the endpoints, and International Parkway/Berkeley Road.

9) Lammers Road & Valpico Road (ENGXX-XX)

E.6. When street cuts are made for installation of utilities, the Subdivider is required to install a 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness to maintain current pavement grades, cross and longitudinal slopes. If the utility trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

F. General Conditions

F.1. The Developer shall add Pipeline Safety Note Section to list restrictions and requirements for any work in the vicinity of the PG&E gas lines or the Chevron Petroleum pipeline located at the northwest side of the project. In addition, the Developer provide non-objection letter from PG&E and Chevron.

F.2. The Developer shall comply with recommendations of Amended Soil Management Plan for Shell Pipeline located at the east of the building crossing IPC Phase 1M and Central Valley Regional Water Quality Control Board memo dated 18 October 2019.

G. Building Plans

G.1. At the time of building permit application submittal, applicant shall provide plans that show an accessible route of travel to the public right-of-way and all other exterior amenities per 2022 California Building Code (CBC) 11B-206.2.

In addition, the exit discharge shall provide a direct and unobstructed access to a public way. CBC 1025.5

G.2. Prior to Building Permit release, the Developer shall pay all applicable City and County development impact fees to the satisfaction of the City Engineer. At the time of building permit application submittal, the applicant shall provide an on-site storm water design based on the current edition of the California Plumbing at time of submittal.

At the time of building permit application submittal, the applicant shall provide an on-site sanitary sewer design based on the current edition of the California Plumbing at time of submittal.

No final inspection of any building will be performed or any occupancy for building will be issued, until the improvements listed above are completed and functional, as determined by the City.

Before the Final Certificate of Occupancy is issued, the applicant must grant an access easement to the sewer line along the north side of Building 11. This easement will

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

allow the City of Tracy to access the sewer infrastructure beneath a future road, which is currently planned to be privately maintained.

At the time of building permit application submittal, the applicant shall provide an on-site water distribution design based on the current edition of the California Plumbing at time of submittal.

H. Building Permit

H.1. The City will not approve any building permit within the Project boundaries until the payment of all fees including, but not limited to, the following:

a. Payment of the applicable Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, Program Management and Park Development Impact Fees as these relate to the Project and as required by these Conditions of Approval.

b. Payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation Monitoring and Reporting Program of the Final Environmental Impact Report and these Conditions of Approval.

c. Payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.

d. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

I. South San Joaquin County Fire Authority (SSJCFA) Conditions

I.1 Prior to construction, applicant shall submit construction documents to the South San Joaquin County Fire Authority for review and approval.

a. Construction documents shall be designed to the current edition of the California Code of Regulations, Title 24, as amended by the City of Tracy Municipal Code.

b. Deferred submittals for fire sprinkler system, fire protection water supply, and fire alarm system shall be listed on the coversheet. Each deferred submittal shall be submitted, reviewed and approved by SSJCFA prior to installation.

c. Fire protection water supply application must be submitted separately from construction permit. All piping and installation shall be in accordance with CFC §507 & NFPA standards. Approval of grading and/or on-site improvements does not grant installation of underground fire service.

d. Fire sprinklers shall be designed by a licensed fire protection contractor or engineer. Hydraulic calculations, specifications and plans shall be submitted prior to issuance of building permit.

e. A request for fire flow shall be submitted to the South San Joaquin County Fire Authority and results shall be approved by the Fire Marshal prior to construction. Fire flow requirements shall be in accordance with CFC Appendix B.

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

f. Fire department connections shall be installed in accordance with CFC §912 and NFPA standards. A hydrant shall be placed within 100' of the FDC, in accordance with 2022 California Fire Code §912.2.1 as amended by the Tracy Municipal Code §9.06.070 Section 912.2.1 FDC locations shall be approved by the fire code official prior to the issuance of construction permit.

g. Fire control room locations shall be approved by the fire code official prior to the issuance of construction permit.

h. Provide a truck turning template which clearly shows the truck turning radius of 30' inside and 50' outside. Truck turning template shall show all ingress and egress paths available.

I.2 Engineering and building permit applications received by our offices are subject to the current fee schedule for South San Joaquin County Fire Authority. Contact our offices for additional information.

a. Application processing fees and minimum plan review fees are due at time of submittal of construction documents.

b. Additional plan review fees, minimum inspection fees and administrative fees are calculated on approval of project and shall be paid prior to issuance of permit.

c. Permit holder is responsible for any additional inspection fees incurred, and shall be paid prior to final inspection.

I.3 Building is assumed it will be constructed as a 'speculative building'. Additional permits will be required for each separate tenant improvement. Construction documents shall be submitted to South San Joaquin County Fire Authority for review and approval prior to the start of construction or demolition.

a. Prior to occupancy of each new business, the tenant shall contact South San Joaquin County Fire Authority for a new business inspection. Additional fees may be required for New Business, Annual and Operational Fire Permits. All fees shall be paid prior to approval of inspections.

I.4 All hydrants shall be installed, inspected and tested prior to bringing combustible materials onsite, including storage.

I.5 A Knox Box shall be required for this project. Each tenant shall have keys placed in the Knox Box. The operator of the building shall immediately notify the Fire Authority and provide the new key where a lock is changed or rekeyed. The key to such shall be secured in the Knox Box.

I.6 The building shall be provided with approved address identification in accordance with 2022 California Fire Code §505.1 as amended by the Tracy Municipal Code §9.06.070 Section 912.2.CFC §505.1. The address shall be Illuminated at night. Illumination shall be either internally or externally at an intensity of 5.0 foot-candles.

I.7 Prior to final inspection, emergency radio responder coverage shall be tested to confirm coverage areas. It is beneficial for the applicant to conduct testing at

Docusign Envelope ID: 7AF3EBF5-B33D-45D8-8513-6CD0F18BA206

foundation as retrofitting for the coverage shall be submitted to SSJCFA for review and approval prior to installation.

a. Additional improvements may warrant additional testing to be performed. Testing shall be the determination of the fire code official.

I.8. Prior to construction, an address must be posted at the construction site entrance. Address must be a minimum of 4 inches high by ½ inch numerals. Address must be provided so that emergency service personnel can locate the construction site in the event of an emergency.

I.9. Prior to construction, all-weather fire apparatus access roads shall be installed. Fire apparatus access roads during construction shall have a minimum 20' unobstructed width in accordance with CFC §503

I.10. Additional comments may occur upon submittal of construction documents.

J. Final Certificate of Occupancy Issuance

J.1 A Lot Line Adjustment and/or parcel merger will be approved and recorded that modifies parcel lines as to not create building conflicts with the 2022 California Building Code (CBC). The modified parcels shall be provided legal access to the satisfaction of the City Engineer. This access may be the dedication of Daylight Road.

K. **Fee Credits and Reimbursement**. To the extent permitted by Chapters 12 and 13 of the Tracy Municipal Code, and pursuant to execution of a subsequent agreement, Developer shall be entitled to development impact fee credits and/or reimbursements for the construction of Master Plan improvements to be captured in the Improvement Plans and further detailed in an Improvement Agreement, except for interim improvements that must be removed to accommodate construction of the ultimate improvement condition. Temporary/interim improvements are not eligible for fee credits or reimbursements.

Exhibit B – Legal Description of the Property

EXHIBIT "B"

LEGAL DESCRIPTION

BEING ALL OF SECTIONS 26 & 27 AND A PORTION OF SECTIONS 21, 22, 23, 28, 33, 34 & 35, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE TRACY GATEWAY ANNEXATION, AS DESCRIBED IN THAT CERTIFICATE OF COMPLETION FILED FOR RECORD ON MAY 16, 2003, AS DOCUMENT NUMBER 2003-106787, SAID POINT OF BEGINNING ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF INTERSTATE ROUTE 205 AND THE NORTHEASTERLY LINE OF THE WEST SIDE IRRIGATION DISTRICT'S UPPER MAIN CANAL; THENCE ALONG SAID CITY LIMIT LINE THE FOLLOWING SEVEN (7) COURSES:

1) - (1) THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 61°04'46" EAST A DISTANCE OF 997.87 FEET;

2) - (2) THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 33°31'44" EAST A DISTANCE OF 1,143.42 FEET;

3) - (3) THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 45°01'55" EAST A DISTANCE OF 277.12 FEET TO A POINT ON THE NORTH LINE OF LATERAL NO. 3 OF THE WEST SIDE IRRIGATION DISTRICT'S UPPER MAIN CANAL;

4) - (4) THENCE ALONG SAID NORTH LINE SOUTH 88°40'55" EAST A DISTANCE OF 379.65 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

5) - (5) THENCE ALONG SAID EAST LINE SOUTH 00°22'24" EAST A DISTANCE OF 70.01 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER;

6) - (6) THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 23 SOUTH 88°40'55" EAST A DISTANCE OF 2,643.14 TO THE SOUTHEAST CORNER OF SAID SECTION 23;

7) - (7) THENCE ALONG THE EASTERLY LINE OF SAID SECTION 26, SOUTH 00°24'33" WEST A DISTANCE OF 2,484.82 FEET TO AN ANGLE POINT IN SAID CITY LIMIT LINE;

8) THENCE LEAVING SAID CITY LIMIT LINE AND CONTINUING ALONG SAID EASTERLY LINE OF SAID SECTION 26 SOUTH 00°24'33" WEST A DISTANCE OF 2,796.67 FEET TO THE NORTHEAST CORNER OF SAID SECTION 35, BEING ON THE CENTERLINE OF SCHULTE ROAD;

9) THENCE ALONG THE EASTERLY LINE OF SAID SECTION 35, SOUTH 00°24'33" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF SAID SCHULTE ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING THIRTY-THREE (33) COURSES:

10) - (1) THENCE NORTH 88°49'20" WEST A DISTANCE OF 2,640.19 FEET;

11) - (2) THENCE NORTH 88°36'10' WEST A DISTANCE OF 2,580.90 FEET;

12) - (3) THENCE SOUTH 44°56'27" WEST A DISTANCE OF 41.25 FEET;

13) - (4) THENCE SOUTH 01°24'29" EAST A DISTANCE OF 10.10 FEET;

14) - (5) THENCE SOUTH 88°35'31" WEST A DISTANCE OF 74.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 89°20'41" WEST;

15) - (6) THENCE ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 89°31'04" FOR AN ARC LENGTH OF 46.87 FEET;

16) - (7) THENCE NORTH 88°51'45" WEST A DISTANCE OF 899.45 FEET TO A POINT ON THE EASTERLY LINE OF DELTA MENDOTA CANAL;

17) - (8) THENCE ALONG SAID EASTERLY LINE, NORTH 39°26'57" WEST A DISTANCE OF 18.82 FEET;

18) - (9) THENCE LEAVING SAID EASTERLY LINE, NORTH 88°49'39" WEST A DISTANCE OF 361.44 FEET TO THE WESTERLY LINE OF DELTA MENDOTA CANAL;

19) - (10) THENCE ALONG SAID WESTERLY LINE, SOUTH 17°43'02" EAST A DISTANCE OF 15.34 FEET;

20) - (11) THENCE LEAVING SAID WESTERLY LINE, NORTH 88°51'45" WEST A DISTANCE OF 19.86 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

21) - (12) THENCE ALONG SAID CURVE WITH A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 44°57'23" FOR AN ARC LENGTH OF 43.16 FEET;

22) - (13) THENCE SOUTH 87°40'41" WEST A DISTANCE OF 100.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS SOUTH 46°10'52" WEST;

23) - (14) THENCE ALONG SAID CURVE WITH A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 45°02'37' FOR AN ARC LENGTH OF 43.24 FEET;

24) - (15) THENCE NORTH 88°51'45" WEST A DISTANCE OF 200.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

25) - (16) THENCE ALONG SAID CURVE WITH A RADIUS OF 545.00 FEET, THROUGH A CENTRAL ANGLE OF 4°17'21" FOR AN ARC LENGTH OF 40.80 FEET;

26) - (17) THENCE NORTH 84°34'24" WEST A DISTANCE OF 40.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

27) - (18) THENCE ALONG SAID CURVE WITH A RADIUS OF 525.00 FEET, THROUGH A CENTRAL ANGLE OF 4°17'21' FOR AN ARC LENGTH OF 39.30 FEET;

28) - (19) THENCE NORTH 88°51'45" WEST A DISTANCE OF 764.79 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

29) - (20) THENCE ALONG SAID CURVE WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 89°54'40" FOR AN ARC LENGTH OF 39.23 FEET;

30) - (21) THENCE SOUTH 87°02'54" WEST A DISTANCE OF 85.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 88°46'25" WEST;

31) - (22) THENCE ALONG SAID CURVE WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°05'20" FOR AN ARC LENGTH OF 39.31 FEET;

32) - (23) THENCE NORTH 88°51'45" WEST A DISTANCE OF 250.32 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

33) - (24) THENCE ALONG SAID CURVE WITH A RADIUS OF 545.00 FEET, THROUGH A CENTRAL ANGLE OF 4°17'21" FOR AN ARC LENGTH OF 40.80 FEET;

34) - (25) THENCE NORTH 84°34'24" WEST A DISTANCE OF 40.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

35) - (26) THENCE ALONG SAID CURVE WITH A RADIUS OF 525.00 FEET, THROUGH A CENTRAL ANGLE OF 4°17'21" FOR AN ARC LENGTH OF 39.30 FEET;

36) - (27) THENCE NORTH 88°51'45" WEST A DISTANCE OF 672.83 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

37) - (28) THENCE ALONG SAID CURVE WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 66°56'53" FOR AN ARC LENGTH OF 29.21 FEET;

38) - (29) THENCE SOUTH 84°01'55" WEST A DISTANCE OF 119.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS SOUTH 57°39'49" WEST;

39) - (30) THENCE ALONG SAID CURVE WITH A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 56°31'33" FOR AN ARC LENGTH OF 39.46 FEET;

40) - (31) THENCE NORTH 88°51'45" WEST A DISTANCE OF 1,090.18 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

41) - (32) THENCE ALONG SAID CURVE WITH A RADIUS OF 674.00 FEET, THROUGH A CENTRAL ANGLE OF 19°09'55" FOR AN ARC LENGTH OF 225.45 FEET TO A POINT OF COMPOUND CURVATURE;

42) - (33) THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 23°41'19" FOR AN ARC LENGTH OF 37.21 FEET;

43) - THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF OLD SCHULTE ROAD, NORTH 65°05'56" WEST A DISTANCE OF 176.72 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF MOUNTAIN HOUSE PARKWAY, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 57°18'36" WEST;

THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES:

44) - (1) THENCE ALONG SAID CURVE WITH A RADIUS OF 926.00 FEET, THROUGH A CENTRAL ANGLE OF 31°37'01" FOR AN ARC LENGTH OF 510.99 FEET;

45) - (2) THENCE SOUTH 89°40'34" EAST A DISTANCE OF 7.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 80°53'07" WEST;

46) - (3) THENCE ALONG SAID CURVE WITH A RADIUS OF 1,024.16 FEET, THROUGH A CENTRAL ANGLE OF 01°51'55" FOR AN ARC LENGTH OF 33.34 FEET;

47) - (4) THENCE NORTH 00°19'23" EAST A DISTANCE OF 2,004.75 FEET TO THE NORTH RIGHT OF WAY OF BERKELEY ROAD;

48) – THENCE ALONG SAID NORTH RIGHT OF WAY SOUTH 89°38'23" EAST A DISTANCE OF 10.00 FEET TO THE SAID WESTERLY RIGHT OF WAY OF MOUNTAIN HOUSE PARKWAY;

49) – THENCE ALONG SAID WESTERLY RIGHT OF WAY NORTH 00°19'53" EAST A DISTANCE OF 51.08 FEET TO THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 28;

50) THENCE ALONG SAID RIGHT OF WAY NORTH 00°19'53" EAST A DISTANCE OF 691.28 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY WITH THE NORTHEASTERLY LINE OF THE DELTA MENDOTA CANAL;

THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING SIXTEEN (16) COURSES:

51) - (1) THENCE NORTH 43°43'32" WEST A DISTANCE OF 1005.01 FEET;

52) - (2) THENCE NORTH 18°19'32" WEST A DISTANCE OF 222.30 FEET;

53) - (3) THENCE NORTH 45°55'32" WEST A DISTANCE OF 1,503.20 FEET;

54) - (4) THENCE NORTH 60°18'32" WEST A DISTANCE OF 870.80 FEET;

55) - (5) THENCE NORTH 60°00'32" WEST A DISTANCE OF 441.20 FEET;

56) - (6) THENCE NORTH 58°38'56" WEST A DISTANCE OF 207.53 FEET;

57) - (7) THENCE NORTH 38°25'32" WEST A DISTANCE OF 200.00 FEET;

58) - (8) THENCE NORTH 05°10'32" WEST A DISTANCE OF 484.70 FEET;

59) - (9) THENCE NORTH 50°12'32" WEST A DISTANCE OF 159.70 FEET;

60) - (10) THENCE NORTH 55°47'32" WEST A DISTANCE OF 293.40 FEET;

61) - (11) THENCE NORTH 74°59'32" WEST A DISTANCE OF 180.40 FEET;

62) - (12) THENCE SOUTH 81°43'28" WEST A DISTANCE OF 736.50 FEET;

63) - (13) THENCE NORTH 87°03'18" WEST A DISTANCE OF 187.32 FEET;

64) - (14) THENCE NORTH 33°19'32" WEST A DISTANCE OF 159.70 FEET;

65) - (15) THENCE NORTH 03°24'32" WEST A DISTANCE OF 323.70 FEET;

66) - (16) THENCE NORTH 36°11'32" WEST A DISTANCE OF 84.95 FEET TO A POINT ON THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL THREE IN THE GRANT DEED RECORDED AS INSTRUMENT NUMBER 98088912 OF OFFICIAL RECORDS;

67) - THENCE ALONG SAID WEST LINE NORTH 05°05'55" EAST A DISTANCE OF 332.78 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF INTERSTATE ROUTE 205;
THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING THIRTY-EIGHT (38) COURSES:

68) - (1) THENCE SOUTH 78°15'58" EAST A DISTANCE OF 216.53 FEET

69) - (2) THENCE SOUTH 86°42'16" EAST A DISTANCE OF 850.43 FEET;

70) - (3) THENCE SOUTH 84°37'14" EAST A DISTANCE OF 650.01 FEET;
71) - (4) THENCE SOUTH 84°53'06" EAST A DISTANCE OF 1,572.18 FEET;

72) - (5) THENCE SOUTH 84°51'41" EAST A DISTANCE OF 397.52 FEET;

73) - (6) THENCE SOUTH 79°56'14" EAST A DISTANCE OF 310.87 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

74) - (7) THENCE ALONG SAID CURVE WITH A RADIUS OF 252.31 FEET, THROUGH A CENTRAL ANGLE OF 37°13'29" FOR AN ARC LENGTH OF 163.92 FEET;

75) - (8) THENCE SOUTH 42°42'45" EAST A DISTANCE OF 275.61 FEET;

76) - (9) THENCE SOUTH 39°03'31" EAST A DISTANCE OF 12.17 FEET;

77) - (10) THENCE SOUTH 35°24'17" EAST A DISTANCE OF 82.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 54°59'05" EAST;

78) - (11) THENCE ALONG SAID CURVE WITH A RADIUS OF 173.21, THROUGH A CENTRAL ANGLE OF 08°05'12" FOR AN ARC LENGTH OF 24.45 FEET TO A POINT OF COMPOUND CURVATURE;

79) - (12) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 306.33 FEET, THROUGH A CENTRAL ANGLE OF 48°41'38" FOR AN ARC LENGTH OF 260.34 FEET;

80) - (13) THENCE SOUTH 87°19'09" EAST A DISTANCE OF 112.91 FEET;

81) - (14) THENCE SOUTH 87°23'24" EAST A DISTANCE OF 16.32 FEET;

82) - (15) THENCE NORTH 89°45'06" EAST A DISTANCE OF 80.63 FEET;

83) - (16) THENCE SOUTH 45°56'08" EAST A DISTANCE OF 44.35 FEET;

84) - (17) THENCE SOUTH 10°38'20" EAST A DISTANCE OF 20.68 FEET;

85) - (18) THENCE SOUTH 10°59'53" EAST A DISTANCE OF 55.76 FEET;

86) - (19) THENCE NORTH 85°35'16" EAST A DISTANCE OF 90.92 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 21;

87) - (20) THENCE ALONG SAID EAST LINE SOUTH 00°21'59" WEST A DISTANCE OF 260.98 FEET;

88) - (21) THENCE SOUTH 89°26'03" EAST A DISTANCE OF 50.00 FEET;

89) - (22) THENCE NORTH 03°54'31" EAST A DISTANCE OF 261.48 FEET;

90) - (23) THENCE NORTH 85°30'47" EAST A DISTANCE OF 6.62 FEET;

91) - (24) THENCE NORTH 03°50'58" EAST A DISTANCE OF 135.60 FEET;

92) - (25) THENCE NORTH 72°54'49" EAST A DISTANCE OF 106.32 FEET;

93) - (26) THENCE NORTH 70°50'23" EAST A DISTANCE OF 131.81 FEET;

94) - (27) THENCE NORTH 70°10'38" EAST A DISTANCE OF 86.86 FEET;

95) - (28) THENCE NORTH 50°06'39" EAST A DISTANCE OF 0.48 FEET;

96) - (29) THENCE NORTH 70°10'38" EAST A DISTANCE OF 159.30 FEET;

97) - (30) THENCE NORTH 73°06'03" EAST A DISTANCE OF 284.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE RADIAL POINT BEARS SOUTH 16°56'27" EAST;

98) - (31) THENCE ALONG SAID CURVE WITH A RADIUS OF 656.17 FEET, THROUGH A CENTRAL ANGLE OF 14°49'29" FOR AN ARC LENGTH OF 169.78 FEET;

99) - (32) THENCE SOUTH 86°53'12" EAST A DISTANCE OF 446.41 FEET;

100) - (33) THENCE SOUTH 85°08'47" EAST A DISTANCE OF 700.00 FEET;

101) - (34) THENCE SOUTH 84°58'58" EAST A DISTANCE OF 534.26 FEET;

102) - (35) THENCE SOUTH 84°49'16" EAST A DISTANCE OF 2,552.21 FEET;

103) - (36) THENCE SOUTH 84°50'07" EAST A DISTANCE OF 186.37 FEET;

104) - (37) THENCE SOUTH 87°31'48" EAST A DISTANCE OF 135.18 FEET;

105) - (38) THENCE SOUTH 85°23'36" EAST A DISTANCE OF 328.37 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 1,796 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION 1
THAT CERTAIN PARCEL OF LAND CONVEYED TO MRE PROPCO, PL, INC, RECORDED OCTOBER 28, 2021, AS DOCUMENT NO. 2021-180501, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 57.61 ACRES, MORE OR LESS.

EXCEPTION 2
THAT CERTAIN PARCEL OF LAND CONVEYED TO FEDEX GROUND PACKAGE SYSTEM, INC, BY DEED RECORDED OCTOBER 28, 2014, AS DOCUMENT NO. 2014-107876, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 117.03 ACRES, MORE OR LESS.

EXCEPTION 3
THAT CERTAIN PARCEL OF LAND CONVEYED TO CITY OF TRACY BY DEED RECORDED MAY 18, 2020, AS DOCUMENT NO.2020-058617, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 2.50 ACRES, MORE OR LESS.

EXCEPTION 4
THAT CERTAIN PARCEL OF LAND CONVEYED TO FISHER SCIENTIFIC CO., LLC, RECORDED NOVEMBER 13, 2017, AS DOCUMENT NO. 2017-132454 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 10.60 ACRES, MORE OR LESS.

EXCEPTION 5
THAT CERTAIN PARCEL OF LAND CONVEYED TO WEST SIDE IRRIGATION DISTRICT, BY DEED RECORDED IN BOOK A OF DEEDS, VOLUME 394, PAGE 255, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 6.37 ACRES, MORE OR LESS.

EXCEPTION 6
THAT CERTAIN PARCEL OF LAND CONVEYED TO GURMIT S. SANDHU, BY DEED RECORDED DECEMBER 19, 2005, AS DOCUMENT NO. 2005-315182, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 29.06 ACRES, MORE OR LESS.

EXCEPTION 7
THAT CERTAIN PARCEL OF LAND CONVEYED TO GILLON TRUST, BY DEED RECORDED APRIL 13, 2021, AS DOCUMENT NO. 2021-064742, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 5.23 ACRES, MORE OR LESS.

EXCEPTION 8
THAT CERTAIN PARCEL OF LAND CONVEYED TO ADAMS TRUST, BY DEED RECORDED JUNE 9, 2021, AS DOCUMENT NO. 2021-099217, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 1.48 ACRES, MORE OR LESS.

EXCEPTION 9
THAT CERTAIN PARCEL OF LAND CONVEYED TO LOPEZ TRUST, BY DEED RECORDED DECEMBER 10, 2012, AS DOCUMENT NO. 2012-161995, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 4.94 ACRES, MORE OR LESS.

EXCEPTION 10
THAT CERTAIN PARCEL OF LAND CONVEYED TO R&B DELTA II, BY DEED RECORDED JUNE 13, 2019, AS DOCUMENT NO. 2019-061897, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 17.64 ACRES, MORE OR LESS.

EXCEPTION 11
THAT CERTAIN PARCEL OF LAND CONVEYED TO PACIFIC GAS & ELECTRIC COMPANY, BY DEED RECORDED DECEMBER 28, 1988, AS DOCUMENT NO. 88-110849, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 0.10 ACRES, MORE OR LESS.

EXCEPTION 12
THAT CERTAIN PARCEL OF LAND CONVEYED TO PACIFIC GAS & ELECTRIC COMPANY, BY DEED RECORDED DECEMBER 15, 1969, IN BOOK 3358, PAGE 248, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 3.42 ACRES, MORE OR LESS.

EXCEPTION 13
THAT CERTAIN PARCEL OF LAND CONVEYED TO USBR DELTA MENDOTA CANAL, BY DEED RECORDED MAY 15, 1947, IN BOOK 1065, PAGE 227, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 39.62 ACRES, MORE OR LESS.

TOTAL EXCEPTED PARCELS CONTAINING 295.60 ACRES, MORE OR LESS.

PROLOGIS ACREAGE CONTAINING 1,500.4 ACRES, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

GARY K. LAMB

10-23-25
DATE



Exhibit C – Contact Information of Authorized Representative

Name of Person	Company Name	Telephone Number
Bernard Medina-Brown	Prologis, LP	(916) 690-7563
Michael Bassillios	Kier & Wright Engineers	(925) 245-8788

Remainder of the Page Intentionally Left Blank

Exhibit D – Irrevocable Offer of Dedication (IOD)

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Ptn 209-460-340, Ptn 209-460-310, Ptn 209-120-090

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 4 day of September, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____

Name: Bobby Gray

Title : Vice President

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of SAN FRANCISCO)

On September 4th 2025, before me, Noemy Peev
a Notary Public, personally appeared Robert Wittmer Gray
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NOEMY PEEV
Notary Public - California
San Francisco County
Commission # 2520110
My Comm. Expires Jun 8, 2029

Signature of Notary

(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, ____, and the grantee consents to the recordation thereof.

DATED: _____

_____

By:_____

City of Tracy

EXHIBIT "A"
LEGAL DESCRIPTION 1L-08
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION PARCEL ONE OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, ALSO BEING SOUTHEAST CORNER OF SAID PROPERTY (2014-118517 OR), THENCE ALONG THE SOUTHERLY LINE OF SAID PARCELS, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, NORTH 88° 50' 07" WEST, 1375.77 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE, NORTH 88° 50' 07" WEST, 1892.16 FEET;

THENCE LEAVING SAID LINE, ALONG THE FOLLOWING ELEVEN (11) COURSES;

1) NORTH 01° 09' 53" EAST, 53.14 FEET;

2) ALONG THE ARC OF A NON-TANGENT 30.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 30° 07' 32" WEST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 31° 17' 26", AN ARC DISTANCE OF 16.38 FEET,

3) SOUTH 88° 50' 07" EAST, 465.02 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

4) ALONG SAID CURVE HAVING A RADIUS OF 296.75 FEET THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 40.55 FEET;

5) SOUTH 81° 00' 22" EAST, 18.24 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

6) ALONG SAID CURVE HAVING A RADIUS OF 295.00 FEET THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 40.31 FEET;

7) SOUTH 88° 50' 07" EAST, 1117.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

8) ALONG SAID CURVE HAVING A RADIUS OF 30.00 FEET THROUGH AN ANGLE OF 28° 43' 38" FOR AN ARC LENGTH OF 15.04 FEET TO A POINT OF REVERSE CURVATURE;

9) ALONG A CURVE HAVING A RADIUS OF 35.00 FEET THROUGH AN ANGLE OF 28° 43' 38" FOR AN ARC LENGTH OF 17.55 FEET;

10) SOUTH 88° 50' 06" EAST, 164.63 FEET;

11) SOUTH 01° 09' 49" WEST, 57.50 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 99,325 SQUARE FEET OR 2.2802 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.



DEAN A. JURADO, P.L.S. 9032

8-26-25
DATE

SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

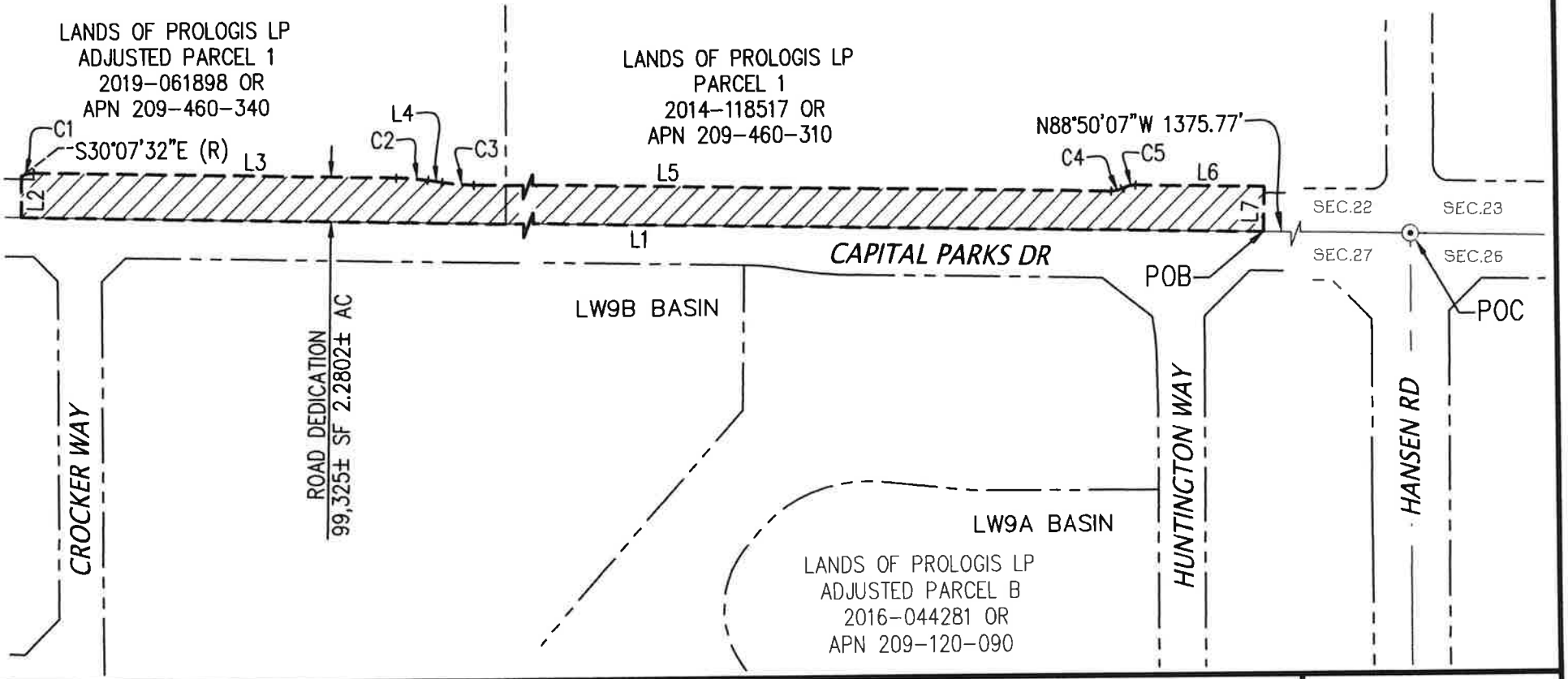
——— - - ——— PROPERTY LINE
- - - - - - - - - - - - PROPOSED PUBLIC UTILITY EASEMENT
— — — — — — PROPOSED ROAD DEDICATION

AC	ACRES
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILTY EASEMENT
ROW	RIGHT OF WAY
SF	SQUARE FEET

LICENSED LAND SURVEYOR
DEAN A. JURADO
8-26-25
No. 9032
STATE OF CALIFORNIA

NORTH

0 100' 200' 400'
Scale 1" = 200'



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-08
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	1,892.16'
L2	N1°09'53"E	53.14'
L3	S88°50'07"E	465.02'
L4	S81°00'22"E	18.24'
L5	S88°50'07"E	1,117.01'
L6	S88°50'06"E	164.63'
L7	S1°09'54"W	57.50'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	30.00'	31°17'26"	16.38'
C2	296.75'	7°49'45"	40.55'
C3	295.00'	7°49'45"	40.31'
C4	30.00'	28°43'38"	15.04'
C5	35.00'	28°43'38"	17.55'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-08
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C

PERMISSIBLE
ENCUMBRANCES

All matters of record, excluding the following:

1. 16' Irrigation Pipeline Easement Document Number 1531-OR-457.
2. U.S.A. Water Pipeline Easement Document Number 1528-OR-416.
3. U.S.A. Water Pipeline Easement Document Number 1607-OR-381.

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Ptn 209-460-340, Ptn 209-460-310, Ptn 209-120-090

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 4 day of September, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____

Name: Bobby Gray

Title : Vice President

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of SAN FRANCISCO)

On SEPTEMBER 4th 2025, before me, NOEMY PEEV
a Notary Public, personally appeared ROBERT WITTMER GRAY
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she~~/they~~ executed the same in his/her~~/their~~ authorized capacity(~~ies~~), and that by his/her~~/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NOEMY PEEV
Notary Public - California
San Francisco County
Commission # 2520110
My Comm. Expires Jun 8, 2029

Signature of Notary

(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, ____, and the grantee consents to the recordation thereof.

DATED: _____

_____

By:_____

City of Tracy

EXHIBIT "A"
LEGAL DESCRIPTION 1L-09
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING THE NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR), THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 1375.77 FEET, TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID LINE, SOUTH 01° 09' 53" WEST, 49.50 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE;

THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING SEVENTEEN (17) COURSES:

1) NORTH 88° 50' 07" WEST, 16.83 FEET,

2) SOUTH 45° 46' 23" WEST, 82.65 FEET,

3) SOUTH 00° 22' 49" WEST, 46.14 FEET,

4) NORTH 89° 49' 47" WEST, 62.00 FEET,

5) ALONG THE ARC OF A NON-TANGENT 290.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE CENTER POINT BEARS SOUTH 88° 51' 10" WEST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 09° 06' 26", AN ARC DISTANCE OF 46.10 FEET,

6) NORTH 51° 42' 22" WEST, 86.71 FEET,

7) NORTH 88° 50' 07" WEST, 336.27 FEET,

8) ALONG THE ARC OF A 311.15 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 42.52 FEET,

9) NORTH 81° 00' 22" WEST, 37.44 FEET,

10) NORTH 88° 50' 07" WEST, 1099.89 FEET,

11) ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 60° 46' 38", AN ARC DISTANCE OF 47.73 FEET,

12) SOUTH 30° 23' 16" WEST, 22.88 FEET,

13) SOUTH 01° 09' 53" WEST, 11.00 FEET,

14) NORTH 88° 46' 54" WEST, 64.56 FEET,

15) NORTH 27° 24' 15" WEST, 7.24 FEET,

16) NORTH 30° 31' 09" WEST, 20.85 FEET, AND

17) ALONG THE ARC OF A 46.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 58° 18' 43", AN ARC DISTANCE OF 46.82 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 01° 09' 53" EAST, 57.50 FEET, TO A POINT ON SAID NORTHERLY LINE OF SAID PARCEL, ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27;

THENCE ALONG SAID LINE, SOUTH 88° 50' 07" EAST, 1895.08 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING: 113,157 SQUARE FEET OR 2.5977 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

DEAN A. JURADO, P.L.S. 9032

9-2-25
DATE



SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

PROPERTY LINE
PROPOSED ROAD DEDICATION
SECTION LINE

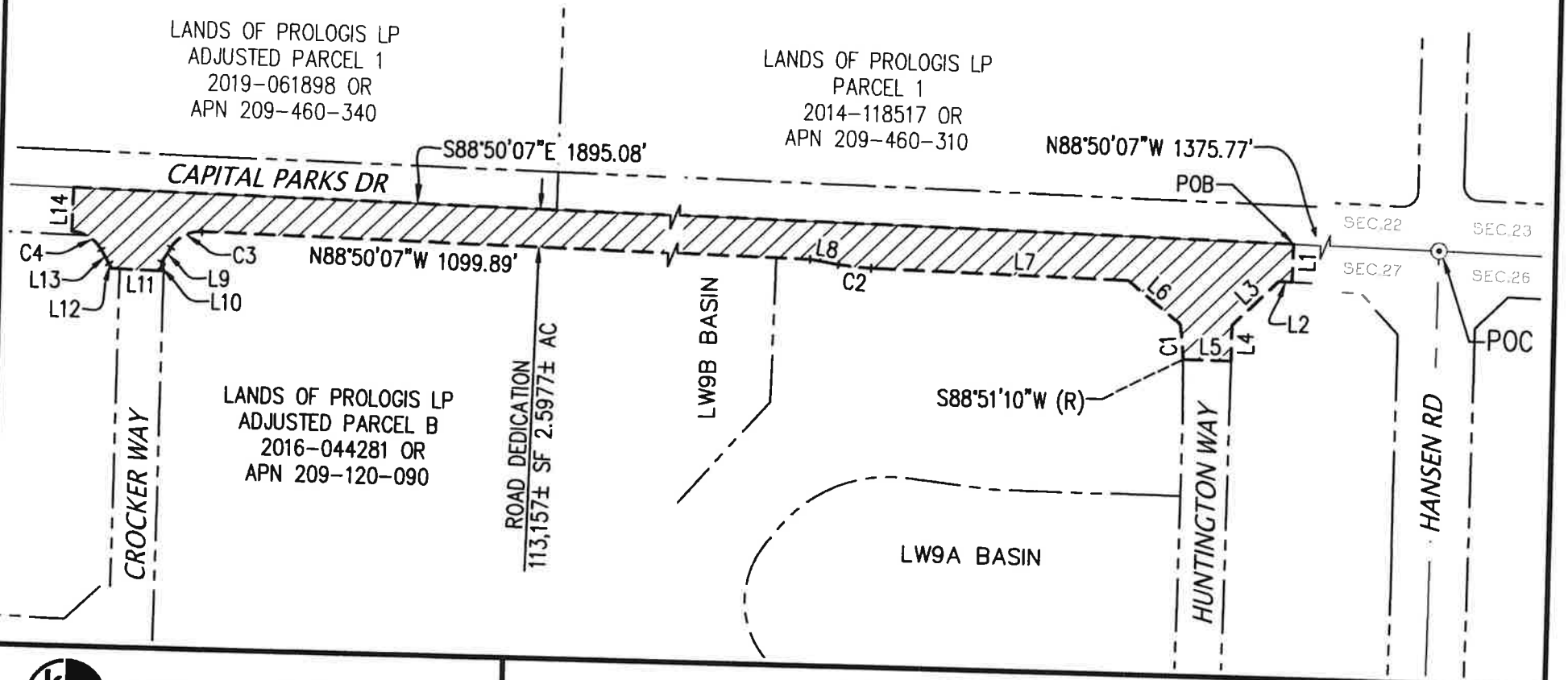
AC	ACRES
APN	ASSESSOR'S PARCEL NUMBER
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
(R)	RADIAL BEARING
ROW	RIGHT OF WAY
SF	SQUARE FEET

LICENSED LAND SURVEYOR
DEAN A. JURADO
9-2-25
No. 9032
STATE OF CALIFORNIA

NORTH

0 100' 200' 400'

Scale 1" = 200'



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-09
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

Z:\2009\A09500-170\DWG\SURVEY\PLATS\Phase 1L\1L-09 A09500-170-RD-DED-CAPITAL.dwg 9-02-25 10:43:16 AM djurado

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S1°09'53"W	49.50'
L2	N88°50'07"W	16.83'
L3	S45°46'23"W	82.65'
L4	S0°22'49"W	46.14'
L5	N89°49'47"W	62.00'
L6	N51°42'22"W	86.71'
L7	N88°50'07"W	336.27'
L8	N81°00'22"W	37.44'
L9	S30°23'16"W	22.88'
L10	S1°09'53"W	11.00'
L11	N88°46'54"W	64.56'
L12	N27°24'15"W	7.24'
L13	N30°31'09"W	20.85'
L14	N1°09'53"E	57.50'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	290.00'	9°06'26"	46.10'
C2	311.15'	7°49'45"	42.52'
C3	45.00'	60°46'38"	47.73'
C4	46.00'	58°18'43"	46.82'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-09
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

C:\Users\jhickenbottom\appdata\local\temp\AcPublish_23112\1L-09 A09500-170-RD-DED-CAPITAL.dwg 8-25-25 01:33:12 PM jhickenbottom

EXHIBIT C

PERMISSIBLE
ENCUMBRANCES

All matters of record, excluding the following:

1. 16' Irrigation Pipeline Easement Document Number 1531-OR-457.
2. U.S.A. Water Pipeline Easement Document Number 1528-OR-416.
3. U.S.A. Water Pipeline Easement Document Number 1607-OR-381.

Exhibit E – Fee Credits

Phase 1L Credit Calculations - Based on Submittal 03/31/2025.
8/7/2025

Improvements [2]	Unit Type	Units	FY 12/13 Unit Cost w/ Mark-Up	FY 12/13 Total CIP Cost	FY 12/13 Land Cost	FY 12/13 Total Cost of Land Acquisition	FY 12/13 Estimated Const. Cost	FY 12/13 40% mark up per DA	FY 12/13 Eligible for Credit [1]	FY 25/26 Unit Cost w/ Mark-Up	FY 25/26 Total CIP Cost	FY 25/26 Land Cost	FY 25/26 Total Cost of Land Acquisition	FY 25/26 Estimated Const. Cost	FY 25/26 40% mark up per DA	FY 25/26 Eligible for Credit [1]
PHASE 1L																
Road Costs [3]																
Capital Parks Drive from International Parkway to Hansen Road. STA 72+90.00 to STA 81+00.00 (Half roadway and no storm drainage)	LF	810.00	$ 390.77	$ 316,523.70	$ 154.38	$ 125,047.80	$ 136,768.50	$ 54,707.40	$ 191,475.90	$ 547.81	$ 443,726.10	$ 216.42	$ 175,302.12	$ 191,731.41	$ 76,692.57	$ 268,423.98
Capital Parks Drive from International Parkway to Hansen Road. STA 81+00.00 to STA 86+24.28 (Half roadway and storm drainage)	LF	524.28	$ 740.85	$ 388,412.84	$ 154.38	$ 80,938.35	$ 219,624.63	$ 87,849.86	$ 307,474.49	$ 1,038.59	$ 544,511.97	$ 216.42	$ 113,465.92	$ 307,890.04	$ 123,156.01	$ 431,046.05
Subtotal Road				**$ 704,936.54**		**$ 205,986.15**	**$ 356,393.13**	**$ 142,557.26**	**$ 498,950.39**		**$ 988,238.07**		**$ 288,768.04**	**$ 499,621.45**	**$ 199,848.58**	**$ 699,470.03**
Storm Drainage Costs [4, 5]																
12" Capital Parks Drive from LW9B to Huntington Way (STA 79+47.57 to 84+64.93)	LF	517.36	$ 119.98	$ 62,072.85	$ -	$ -	$ 44,337.75	$ 17,735.10	$ 62,072.85	$ 148.41	$ 76,781.40	$ -	$ -	$ 54,843.86	$ 21,937.54	$ 76,781.40
Subtotal Storm Drainage				**$ 62,072.85**		**$ -**	**$ 44,337.75**	**$ 17,735.10**	**$ 62,072.85**		**$ 76,781.40**		**$ -**	**$ 54,843.86**	**$ 21,937.54**	**$ 76,781.40**
Total Phase 1L				**$ 767,009.39**		**$ 205,986.15**	**$ 400,730.88**	**$ 160,292.36**	**$ 561,023.24**		**$ 1,065,019.47**		**$ 288,768.04**	**$ 554,465.31**	**$ 221,786.12**	**$ 776,251.43**

Notes:

[1] The 5% program management (PM) must be paid by the Developer to the City prior to receiving credits. If the PM payment is not received, the PM will need to be removed from the total eligible credit.

[2] Based on the International Park of Commerce Street Improvement Plans - Phase 1L dated 3/31/2025.

[3] Unit costs derived from the City of Tracy Transportation Master Plan dated June of 2013. Costs have been escalated by the Engineer's News Record San Francisco Construction Cost Index to June 2025 costs (15,282.03/10,901.09).

[4] Based on the updated Master Plan drainage lines from the "Supplement No. 3 to Citywide Storm Drainage Master Plan Lammers and Mountain House Watersheds" Technical Memorandum adopted by City Council on 11/5/2019.

[5] Unit costs derived from the Supplement No. 3 of the City of Tracy Storm Drainage Master Plan dated June of 2019. Costs have been escalated by the Engineer's News Record San Francisco Construction Cost Index to June 2025 costs (15,282.03/12,354.46).

Fees Due at time of Building Permit [1]

Improvements	FY 12/13 Plan Check [2]	FY 12/13 CM & I 3%	FY 12/13 Conting 5%	FY 12/13 PM 5%	FY 12/13 Total Costs Due to City at BP	FY 25/26 Plan Check [2]	FY 25/26 CM & I 3%	FY 25/26 Conting 5%	FY 25/26 PM 5%	FY 25/26 Total Costs Due to City at BP
Road Costs										
Capital Parks Drive from International Parkway to Hansen Road. STA 72+90.00 to STA 81+00.00 (Half roadway and no storm drainage)	TBD	$ 4,103.06	$ 6,838.43	$ 6,838.43	$ 17,779.91	TBD	$ 5,751.94	$ 9,586.57	$ 9,586.57	$ 24,925.08
Capital Parks Drive from International Parkway to Hansen Road. STA 81+00.00 to STA 86+24.28 (Half roadway and storm drainage)	TBD	$ 6,588.74	$ 10,981.23	$ 10,981.23	$ 28,551.20	TBD	$ 9,236.70	$ 15,394.50	$ 15,394.50	$ 40,025.71
Subtotal Road	TBD	**$ 10,691.79**	**$ 17,819.66**	**$ 17,819.66**	**$ 46,331.11**	TBD	**$ 14,988.64**	**$ 24,981.07**	**$ 24,981.07**	**$ 64,950.79**
Storm Drainage Costs										
12" Capital Parks Drive from LW9B to Huntington Way (STA 79+47.57 to 84+64.93)	TBD	$ 1,330.13	$ 2,216.89	$ 2,216.89	$ 5,763.91	TBD	$ 1,645.32	$ 2,742.19	$ 2,742.19	$ 7,129.70
Subtotal Storm Drainage	**TBD**	**$ 1,330.13**	**$ 2,216.89**	**$ 2,216.89**	**$ 5,763.91**	**TBD**	**$ 1,645.32**	**$ 2,742.19**	**$ 2,742.19**	**$ 7,129.70**
Total	**TBD**	**$ 12,021.93**	**$ 20,036.54**	**$ 20,036.54**	**$ 52,095.01**	**TBD**	**$ 16,633.96**	**$ 27,723.27**	**$ 27,723.27**	**$ 72,080.49**

Notes:

[1] Fees due at Building Permit Issuance are calculated as percentages of the estimated construction cost per the Development Agreement dated January 6, 2014. The Developer can choose to reduce the amount eligible for credits by the Program Management fees rather than paying the Program Management Fees at the time of Building Permit issuance.

[2] Plan Check Fees are calculated in accordance with the Amendment to the Master Fee Schedule to Modify the Development Services Public Improvement Plan Check Fee adopted on September 2, 2014 and are due at the time of Building Permit Issuance.

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Ptn 209-460-340, Ptn 209-460-310, Ptn 209-120-090

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 4 day of September, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____

Name: Bobby Gray

Title : Vice President

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of SAN FRANCISCO)

On September 4th 2025, before me, Noemy Peev
a Notary Public, personally appeared Robert Wittmer Gray
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NOEMY PEEV
Notary Public - California
San Francisco County
Commission # 2520110
My Comm. Expires Jun 8, 2029

Signature of Notary

(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, ____, and the grantee consents to the recordation thereof.

DATED: _____

_____

By:_____

City of Tracy

EXHIBIT "A"
LEGAL DESCRIPTION 1L-08
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION PARCEL ONE OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, ALSO BEING SOUTHEAST CORNER OF SAID PROPERTY (2014-118517 OR), THENCE ALONG THE SOUTHERLY LINE OF SAID PARCELS, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, NORTH 88° 50' 07" WEST, 1375.77 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE, NORTH 88° 50' 07" WEST, 1892.16 FEET;

THENCE LEAVING SAID LINE, ALONG THE FOLLOWING ELEVEN (11) COURSES;

1) NORTH 01° 09' 53" EAST, 53.14 FEET;

2) ALONG THE ARC OF A NON-TANGENT 30.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 30° 07' 32" WEST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 31° 17' 26", AN ARC DISTANCE OF 16.38 FEET,

3) SOUTH 88° 50' 07" EAST, 465.02 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

4) ALONG SAID CURVE HAVING A RADIUS OF 296.75 FEET THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 40.55 FEET;

5) SOUTH 81° 00' 22" EAST, 18.24 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

6) ALONG SAID CURVE HAVING A RADIUS OF 295.00 FEET THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 40.31 FEET;

7) SOUTH 88° 50' 07" EAST, 1117.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

8) ALONG SAID CURVE HAVING A RADIUS OF 30.00 FEET THROUGH AN ANGLE OF 28° 43' 38" FOR AN ARC LENGTH OF 15.04 FEET TO A POINT OF REVERSE CURVATURE;

9) ALONG A CURVE HAVING A RADIUS OF 35.00 FEET THROUGH AN ANGLE OF 28° 43' 38" FOR AN ARC LENGTH OF 17.55 FEET;

10) SOUTH 88° 50' 06" EAST, 164.63 FEET;

11) SOUTH 01° 09' 49" WEST, 57.50 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 99,325 SQUARE FEET OR 2.2802 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.



DEAN A. JURADO, P.L.S. 9032

8-26-25
DATE

SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

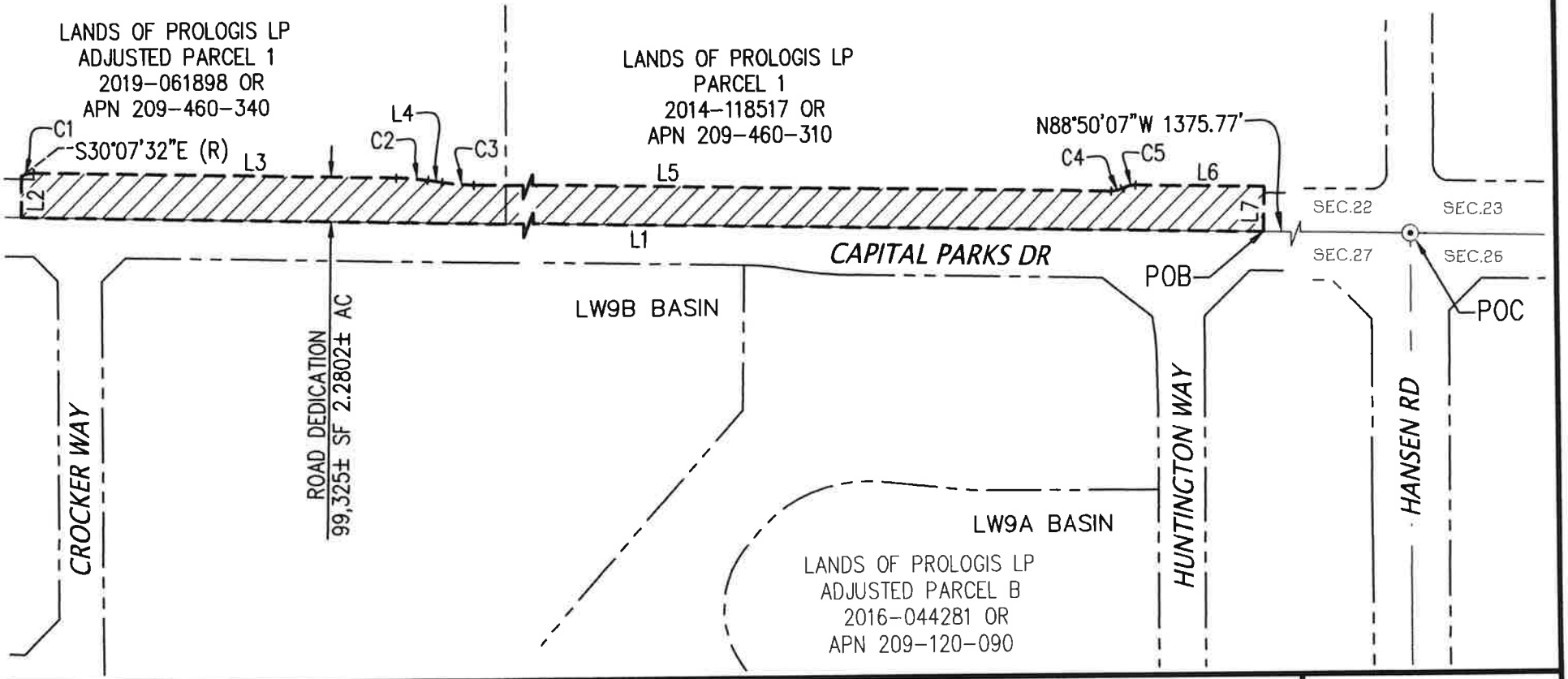
——— - - ——— PROPERTY LINE
- - - - - - - - - - - - PROPOSED PUBLIC UTILITY EASEMENT
— — — — — — PROPOSED ROAD DEDICATION

AC	ACRES
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILTY EASEMENT
ROW	RIGHT OF WAY
SF	SQUARE FEET

LICENSED LAND SURVEYOR
DEAN A. JURADO
8-26-25
No. 9032
STATE OF CALIFORNIA

NORTH

0 100' 200' 400'
Scale 1" = 200'



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-08
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	1,892.16'
L2	N1°09'53"E	53.14'
L3	S88°50'07"E	465.02'
L4	S81°00'22"E	18.24'
L5	S88°50'07"E	1,117.01'
L6	S88°50'06"E	164.63'
L7	S1°09'54"W	57.50'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	30.00'	31°17'26"	16.38'
C2	296.75'	7°49'45"	40.55'
C3	295.00'	7°49'45"	40.31'
C4	30.00'	28°43'38"	15.04'
C5	35.00'	28°43'38"	17.55'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-08
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C

PERMISSIBLE
ENCUMBRANCES

All matters of record, excluding the following:

1. 16' Irrigation Pipeline Easement Document Number 1531-OR-457.
2. U.S.A. Water Pipeline Easement Document Number 1528-OR-416.
3. U.S.A. Water Pipeline Easement Document Number 1607-OR-381.

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Ptn 209-460-340, Ptn 209-460-310, Ptn 209-120-090

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 4 day of September, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____

Name: Bobby Gray

Title : Vice President

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of SAN FRANCISCO)

On SEPTEMBER 4th 2025, before me, NOEMY PEEV
a Notary Public, personally appeared ROBERT WITTMER GRAY
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she~~/they~~ executed the same in his/her~~/their~~ authorized capacity(~~ies~~), and that by his/her~~/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NOEMY PEEV
Notary Public - California
San Francisco County
Commission # 2520110
My Comm. Expires Jun 8, 2029

Signature of Notary

(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, ____, and the grantee consents to the recordation thereof.

DATED: _____

_____

By:_____

City of Tracy

EXHIBIT "A"
LEGAL DESCRIPTION 1L-09
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING THE NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR), THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 1375.77 FEET, TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID LINE, SOUTH 01° 09' 53" WEST, 49.50 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE;

THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING SEVENTEEN (17) COURSES:

1) NORTH 88° 50' 07" WEST, 16.83 FEET,

2) SOUTH 45° 46' 23" WEST, 82.65 FEET,

3) SOUTH 00° 22' 49" WEST, 46.14 FEET,

4) NORTH 89° 49' 47" WEST, 62.00 FEET,

5) ALONG THE ARC OF A NON-TANGENT 290.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE CENTER POINT BEARS SOUTH 88° 51' 10" WEST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 09° 06' 26", AN ARC DISTANCE OF 46.10 FEET,

6) NORTH 51° 42' 22" WEST, 86.71 FEET,

7) NORTH 88° 50' 07" WEST, 336.27 FEET,

8) ALONG THE ARC OF A 311.15 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 42.52 FEET,

9) NORTH 81° 00' 22" WEST, 37.44 FEET,

10) NORTH 88° 50' 07" WEST, 1099.89 FEET,

11) ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 60° 46' 38", AN ARC DISTANCE OF 47.73 FEET,

12) SOUTH 30° 23' 16" WEST, 22.88 FEET,

13) SOUTH 01° 09' 53" WEST, 11.00 FEET,

14) NORTH 88° 46' 54" WEST, 64.56 FEET,

15) NORTH 27° 24' 15" WEST, 7.24 FEET,

16) NORTH 30° 31' 09" WEST, 20.85 FEET, AND

17) ALONG THE ARC OF A 46.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 58° 18' 43", AN ARC DISTANCE OF 46.82 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 01° 09' 53" EAST, 57.50 FEET, TO A POINT ON SAID NORTHERLY LINE OF SAID PARCEL, ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27;

THENCE ALONG SAID LINE, SOUTH 88° 50' 07" EAST, 1895.08 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING: 113,157 SQUARE FEET OR 2.5977 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

DEAN A. JURADO, P.L.S. 9032

9-2-25
DATE



SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

PROPERTY LINE
PROPOSED ROAD DEDICATION
SECTION LINE

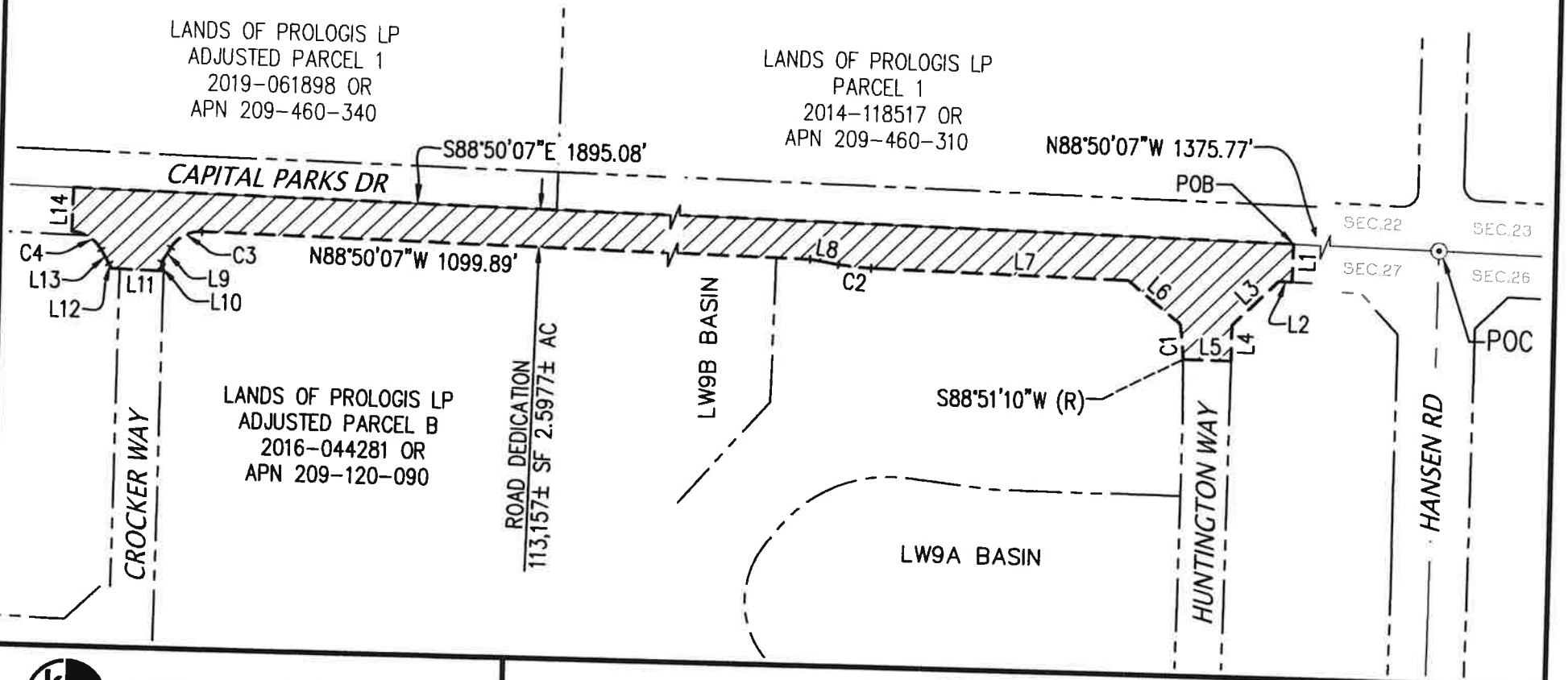
AC	ACRES
APN	ASSESSOR'S PARCEL NUMBER
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
(R)	RADIAL BEARING
ROW	RIGHT OF WAY
SF	SQUARE FEET

LICENSED LAND SURVEYOR
DEAN A. JURADO
9-2-25
No. 9032
STATE OF CALIFORNIA

NORTH

0 100' 200' 400'

Scale 1" = 200'



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-09
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

Z:\2009\A09500-170\DWG\SURVEY\PLATS\Phase 1L\1L-09 A09500-170-RD-DED-CAPITAL.dwg 9-02-25 10:43:16 AM djurado

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S1°09'53"W	49.50'
L2	N88°50'07"W	16.83'
L3	S45°46'23"W	82.65'
L4	S0°22'49"W	46.14'
L5	N89°49'47"W	62.00'
L6	N51°42'22"W	86.71'
L7	N88°50'07"W	336.27'
L8	N81°00'22"W	37.44'
L9	S30°23'16"W	22.88'
L10	S1°09'53"W	11.00'
L11	N88°46'54"W	64.56'
L12	N27°24'15"W	7.24'
L13	N30°31'09"W	20.85'
L14	N1°09'53"E	57.50'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	290.00'	9°06'26"	46.10'
C2	311.15'	7°49'45"	42.52'
C3	45.00'	60°46'38"	47.73'
C4	46.00'	58°18'43"	46.82'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1L-09
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

C:\Users\jhickenbottom\appdata\local\temp\AcPublish_23112\1L-09 A09500-170-RD-DED-CAPITAL.dwg 8-25-25 01:33:12 PM jhickenbottom

EXHIBIT C

PERMISSIBLE
ENCUMBRANCES

All matters of record, excluding the following:

1. 16' Irrigation Pipeline Easement Document Number 1531-OR-457.
2. U.S.A. Water Pipeline Easement Document Number 1528-OR-416.
3. U.S.A. Water Pipeline Easement Document Number 1607-OR-381.

Attachment D /
Exhibit 3 to Resolution

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Ptn 209-460-340, Ptn 209-460-310, Ptn 209-120-090

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Prologis, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 4 day of September, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: _____

Name: Robert Gray

Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of SAN FRANCISCO)

On September 25th 2025 before me, Noemy Peev,
Date *Here Insert Name and Title of the Officer*

personally appeared Robert Wittmer GRAY
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

NOEMY PEEV
Notary Public - California
San Francisco County
Commission # 2520110
My Comm. Expires Jun 8, 2029

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Wittmer Gray	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☑ Other: _____	☐ Other: _____
Signer Is Representing: Prologis	Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

_____ _____

City Clerk, City of Tracy, California Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____

a Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1L-08
PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION PARCEL ONE OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, ALSO BEING SOUTHEAST CORNER OF SAID PROPERTY (2014-118517 OR), THENCE ALONG THE SOUTHERLY LINE OF SAID PARCELS, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, NORTH 88° 50' 07" WEST, 1375.77 FEET;

THENCE LEAVING SAID LINE, NORTH 01° 09' 53" EAST, 57.50 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CAPITAL PARKS DRIVE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING NINE (9) COURSES;

1) NORTH 88° 50' 06" WEST, 164.63 FEET,
2) ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28° 43' 38", AN ARC DISTANCE OF 17.55 FEET TO A POINT OF REVERSE CURVATURE,
3) ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28° 43' 38", AN ARC DISTANCE OF 15.04 FEET,
4) NORTH 88° 50' 07" WEST, 1117.01 FEET,
5) ALONG THE ARC OF A 295.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 40.31 FEET,
6) NORTH 81° 00' 22" WEST, 18.24 FEET,
7) ALONG THE ARC OF A 296.75 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 40.55 FEET,
8) NORTH 88° 50' 07" WEST, 465.02 FEET, AND
9) ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31° 17' 26" FOR AN ARC LENGTH OF 16.38 FEET.

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING ELEVEN (11) COURSES:

1) NORTH 30° 07' 32" EAST, 10.00 FEET,

2) ALONG THE ARC OF A 39.99 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 30° 07' 32" EAST, THROUGH A CENTRAL ANGLE OF 31° 17' 53" FOR AN ARC LENGTH OF 21.84 FEET,

3) SOUTH 88° 50' 07" EAST, 465.02 FEET,

4) ALONG THE ARC OF A 306.75 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 41.92 FEET,

5) SOUTH 81° 00' 22" EAST, 18.24 FEET,

6) ALONG THE ARC OF A 285.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 38.94 FEET,

7) SOUTH 88° 50' 07" EAST, 1117.01 FEET,

8) ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28° 43' 38.0", AN ARC DISTANCE OF 10.03 FEET TO A POINT OF REVERSE CURVATURE,

9) ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28° 43' 38", AN ARC DISTANCE OF 22.56 FEET,

10) SOUTH 88° 50' 06" EAST, 164.63 FEET,

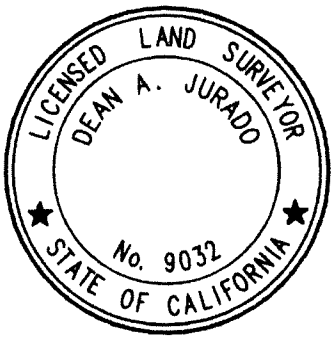
11) SOUTH 01° 09' 49" WEST, 10.00 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING: 18,975 SQUARE FEET OR 0.4356 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON A PLAT LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.



DEAN A. JURADO, P.L.S. 9032

8-26-25
DATE

SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

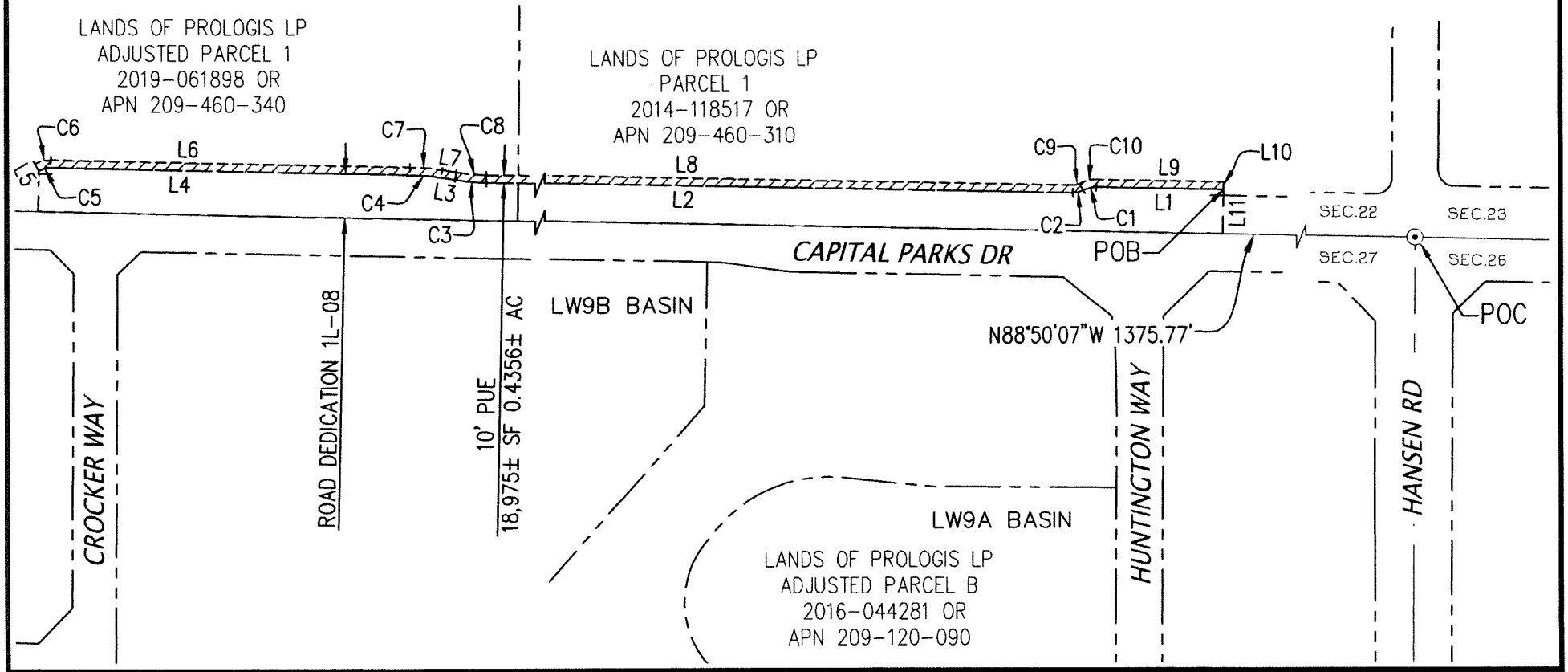
——— – – ——— PROPERTY LINE
– – – – – – – – – – – – PROPOSED PUBLIC UTILITY EASEMENT
— — — — — — — PROPOSED ROAD DEDICATION

AC	ACRES
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILTY EASEMENT
ROW	RIGHT OF WAY
SF	SQUARE FEET

LICENSED LAND SURVEYOR
DEAN A. JURADO
8-26-25
No. 9032
STATE OF CALIFORNIA

NORTH

0 100' 200' 400'
Scale 1" = 200'



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1L-08
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'06"W	164.63'
L2	N88°50'07"W	1,117.01'
L3	N81°00'22"W	18.24'
L4	N88°50'07"W	465.02'
L5	N30°07'32"W	10.00'
L6	S88°50'07"E	465.02'
L7	S81°00'22"E	18.24'
L8	S88°50'07"E	1,117.01'
L9	S88°50'06"E	164.63'
L10	S1°09'54"W	10.00'
L11	N1°09'53"E	57.50'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	35.00'	28°43'38"	17.55'
C2	30.00'	28°43'38"	15.04'
C3	295.00'	7°49'45"	40.31'
C4	296.75'	7°49'45"	40.55'
C5	30.00'	31°17'26"	16.38'
C6	39.99'	31°17'53"	21.84'
C7	306.75'	7°49'45"	41.92'
C8	285.00'	7°49'45"	38.94'
C9	20.00'	28°43'38"	10.03'
C10	45.00'	28°43'38"	22.56'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1L-08
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.

2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.

3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.

4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in- interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantormay sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

5) The covenants contained in this Exhibit C shall be covenants running with the land

comprising the Public Utility Easement, and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Ptn 209-460-340, Ptn 209-460-310, Ptn 209-120-090

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Prologis, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 4 day of September, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: Robert Gray

Name: Robert Gray

Title: Vice President

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of SAN FRANCISCO)

On September 4th, 2025, before me, Noemy Peev

a Notary Public, personally appeared Robert Wittmer Gray

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

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

WITNESS my hand and official seal.

NOEMY PEEV
Notary Public - California
San Francisco County
Commission # 2520110
My Comm. Expires Jun 8, 2029

Signature of Notary

(Affix seal here)



RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

_____ _____

City Clerk, City of Tracy, California Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____

a Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1L-09
PUBLIC UTILITY EASEMENT (PUE)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PUE 1

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING THE NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR);

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, NORTH 88° 50' 07" WEST, 1573.44 FEET;

THENCE LEAVING SAID LINE, SOUTH 01° 09' 57" WEST, 67.50 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE, SAID POINT ALSO BEING THE **POINT OF BEGINNING (POB1)**;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE FOLLOWING FIVE (5) COURSES:

1) NORTH 88° 50' 07" WEST, 349.48 FEET,
2) ALONG THE ARC OF A 321.15 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 43.88 FEET,
3) NORTH 81° 00' 22" WEST, 40.76 FEET,
4) ALONG THE ARC OF A 263.25 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 35.97 FEET,
5) NORTH 88° 50' 07" WEST 1083.48 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE, SAID POINT BEING LABELED "A" FOR CONVENIENCE.

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE, THE FOLLOWING SIX (6) COURSES:

1) ALONG THE ARC OF A NON-TANGENT 45.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 31° 13' 22" EAST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 32° 23' 15", AN ARC DISTANCE OF 25.44 FEET,
2) SOUTH 88° 50' 07" EAST, 1099.89 FEET,
3) SOUTH 81° 00' 22" EAST, 37.44 FEET,
4) ALONG THE ARC OF A 311.15 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL

ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 42.52 FEET,

5) SOUTH 88° 50' 07" EAST, 336.27 FEET,

6) SOUTH 51° 42' 22" EAST, 16.57 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING: 12,084 SQUARE FEET OR 0.2774 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED STRIP OF LAND:

PUE 2
COMMENCING AT THE ABOVE-DESCRIBED POINT "A";

THENCE SOUTH 85° 44' 23" WEST, 116.35 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE, ALSO BEING THE **POINT OF BEGINNING (POB2)**;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 88° 50' 07" WEST, 28.64 FEET;

THENCE NORTH 01° 09' 53" EAST, 10.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE ALONG THE ARC OF A 46.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 01° 09' 53" WEST, THROUGH A CENTRAL ANGLE OF 38° 30' 00" FOR AN ARC LENGTH OF 30.91 FEET TO THE **POINT OF BEGINNING (POB2).**

CONTAINING: 95 SQUARE FEET OR 0.0045 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH THE FOLLOWING STRIP OF LAND:

PUE 3
COMMENCING AT THE ABOVE-DESCRIBED POINT OF BEGINNING FOR PUE 1 (POB1);

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 51° 42' 22" EAST, 54.68 FEET TO THE **POINT OF BEGINNING (POB3)**;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:

1) SOUTH 51° 42' 22" EAST, 15.47 FEET, AND
2) ALONG THE ARC OF A 290.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 79° 44' 44" WEST, THROUGH A CENTRAL ANGLE OF 09° 06' 36" FOR AN ARC LENGTH OF 46.11 FEET, TO A POINT LABELED "B" FOR CONVENIENCE.

THENCE SOUTH 88° 55' 53" WEST, 10.00 FEET;

THENCE ALONG THE ARC OF A 280.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 88° 51' 10" WEST, THROUGH A CENTRAL ANGLE OF 11° 28' 49"

FOR AN ARC LENGTH OF 56.10 FEET TO THE **POINT OF BEGINNING (POB3)**.

CONTAINING: 511 SQUARE FEET OR 0.0117 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED STRIP OF LAND:

PUE 4
COMMENCING AT THE ABOVE-DESCRIBED POINT "B";

THENCE SOUTH 89° 37' 11" EAST, 62.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING THE **POINT OF BEGINNING (POB4)**;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:

1) NORTH 00° 22' 49" EAST, 46.37 FEET, AND
2) NORTH 45° 46' 23" EAST, 14.05 FEET TO A POINT LABELED "C" FOR CONVENIENCE.

THENCE SOUTH 00° 22' 49" WEST, 56.23 FEET;

THENCE NORTH 89° 37' 11" WEST, 10.00 FEET TO THE **POINT OF BEGINNING (POB4).**

CONTAINING: 513 SQUARE FEET OR 0.0118 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED STRIP OF LAND:

PUE 5
COMMENCING AT THE ABOVE-DESCRIBED POINT "C";

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 45° 46' 23" EAST, 58.78 FEET TO THE **POINT OF BEGINNING (POB5)**;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:

1) NORTH 45° 46' 23" EAST, 9.83 FEET, AND
2) SOUTH 88° 50' 06" EAST, 16.83 FEET.

THENCE SOUTH 01° 09' 53" WEST, 7.00 FEET;

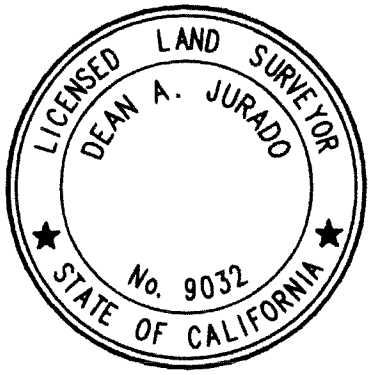
THENCE NORTH 88° 50' 07" WEST, 23.74 FEET TO THE **POINT OF BEGINNING (POB5)**.

CONTAINING: 142 SQUARE FEET OR 0.0033 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

8-26-25
DATE

SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

PROPERTY LINE
PROPOSED PUBLIC UTILITY EASEMENT
SECTION LINE

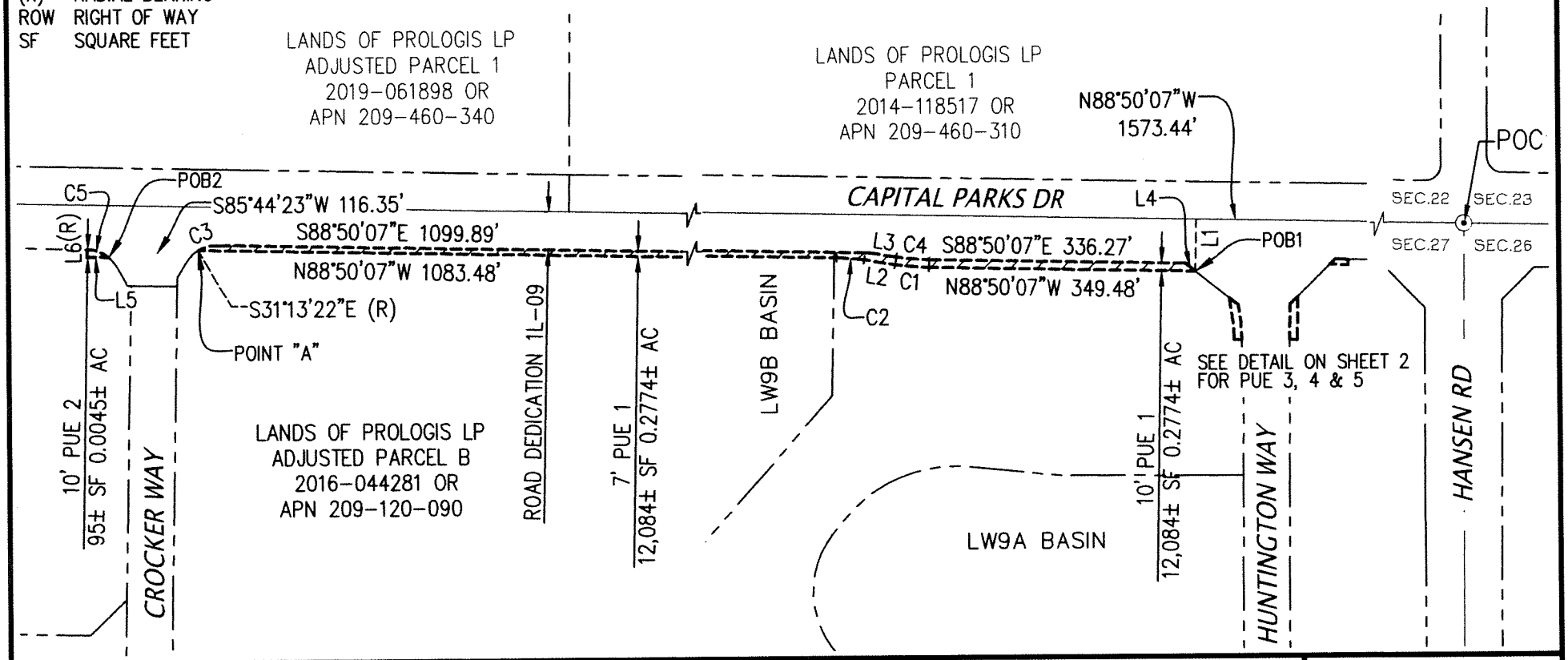
AC	ACRES
APN	ASSESSOR'S PARCEL NUMBER
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILTY EASEMENT
(R)	RADIAL BEARING
ROW	RIGHT OF WAY
SF	SQUARE FEET

PROFESSIONAL LAND SURVEYOR
DEAN A. JURADO
8-26-25
9032
STATE OF CALIFORNIA

NORTH

0 100' 200' 400'

Scale 1" = 200'



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1L-09
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

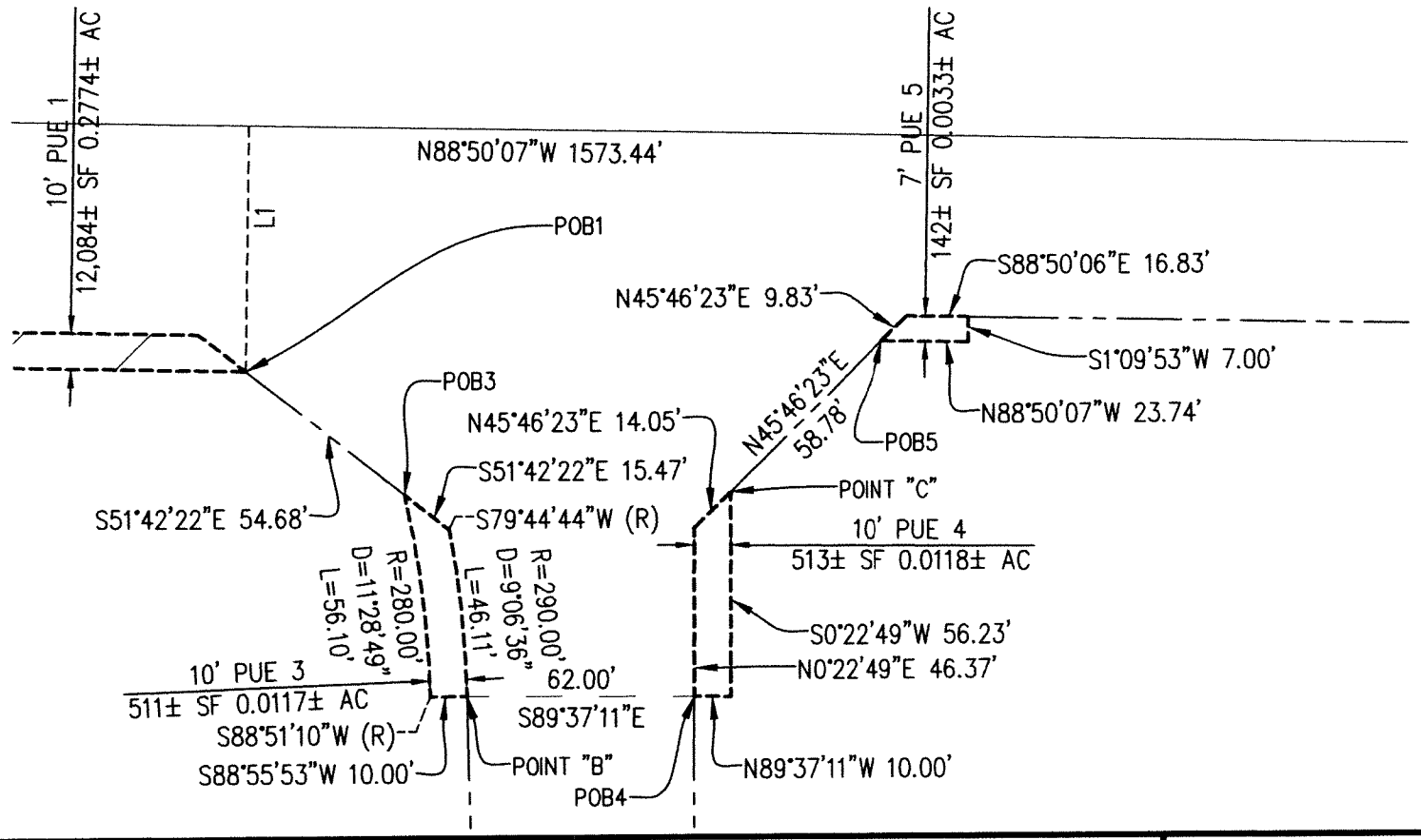
C:\Users\jhickenbottom\appdata\local\temp\AcPublish_18952\1L-09 A09500-170-RD-PUE-CAPITAL.dwg 8-27-25 09:08:45 AM jhickenbottom

SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

——— - - ——— PROPERTY LINE
- - - - - - - - - - - - PROPOSED PUBLIC UTILITY EASEMENT
——————— SECTION LINE

AC	ACRES
APN	ASSESSOR'S PARCEL NUMBER
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILTY EASEMENT
(R)	RADIAL BEARING
ROW	RIGHT OF WAY
SF	SQUARE FEET



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1L-09
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 50'
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 3

C:\Users\jhickenbottom\appdata\local\temp\AcPublish_18952\1L-09 A09500-170-RD-PUE-CAPITAL.dwg 8-27-25 09:08:46 AM jhickenbottom

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S1°09'57"W	67.50'
L2	N81°00'22"W	40.76'
L3	S81°00'22"E	37.44'
L4	S51°42'22"E	16.57'
L5	N88°50'07"W	28.64'
L6	N1°09'53"E	10.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	321.15'	7°49'45"	43.88'
C2	263.25'	7°49'45"	35.97'
C3	45.00'	32°23'15"	25.44'
C4	311.15'	7°49'45"	42.52'
C5	46.00'	38°30'00"	30.91'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1L-09
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	3 OF 3

C:\Users\jhickenbottom\appdata\local\temp\AcPublish_18952\1L-09 A09500-170-RD-PUE-CAPITAL.dwg 8-27-25 09:08:47 AM jhickenbottom

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.

2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.

3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.

4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in- interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantormay sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

5) The covenants contained in this Exhibit C shall be covenants running with the land

comprising the Public Utility Easement, and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

November 18, 2025

Agenda Item 2.D

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving and authorizing recordation of three (3) Right-of-way, three (3) Public Utility Easement Dedications; and two (2) Right-of-way, and two (2) Public Utility Easement quit claims at the International Park of Commerce.

EXECUTIVE SUMMARY

The Developer, Prologis, LP, Application Number D20-0017 (Project), requests approval of three (3) right-of-way, and three (3) public utility easement dedications; and two (2) right-of-way and two (2) public utility easement quit claims related to the Project. The action would create and finalize the legal right-of-way for the frontage roads surrounding the Project.

BACKGROUND AND LEGISLATIVE HISTORY

On October 28, 2020, the Planning Commission conducted a public hearing to review and consider a Development Review Permit (DRP) for the approved project, which is a 99-foot tall 1,355,618 square-foot industrial warehouse building and associated improvements on 86-acres located on the south side of Grant Line Road between Skylark Road and Chrisman Road. The Project is located within the Northeast Industrial Specific Plan. The Commission approved the Project by a 4:1 vote.

On November 10, 2020, the City Council conducted another public hearing to review and consider the DRP. After the public hearing, City Council approved the DRP and certified the Environmental Impact Report (EIR) for the Project pursuant to Resolution No. 2020-184 by a 5:0 vote.

As a part of the Project's approvals, attached to the DRP is a set of conditions of approval which require the Project mitigate its impacts pursuant to the certified EIR as well construct frontage improvements and sign, notarize, file any and all necessary documents to satisfy the conditions of the Project.

On December 22, 2020, the Developer satisfied all required conditions for a building permit issuance and, therefore, the City of Tracy issued a building permit for the Project. Regular construction and inspections have occurred since that time. The building is constructed, and operational. Additional conditioned improvements include the frontage improvements and for the Developer to dedicate the land underneath the frontage improvements and public utility easements. Developer has completed the frontage improvements and said improvements are in a functional state. This approval completes the dedications.

ANALYSIS

All required public improvements for the Project have been constructed, inspected, completed, and are in a state nearly ready for acceptance. As part of the certificate of occupancy and public improvement acceptance process, the Developer reviewed its mitigations measures and conditions. The City and Developer agree that a component of obtaining a certificate of occupancy and public improvement acceptance would be to dedicate the land underneath the frontage improvements, otherwise known as right-of-way, and the public utility easement on private property. In addition, as a part of the Project, the Developer removed two older retention basins, an access road, and a cul-de-sac from service and incorporated the four items into the Project. Portions of the access road and cul-de-sac were public and therefore portions that would no longer be public would need to be quitclaimed to the adjacent property owner. Staff also reviewed the title reports for all the properties dedicating right-of-way and concludes that the right-of-way is free and clear of unnecessary encumbrances other than an old irrigation ditch, now as an underground irrigation pipe, from an irrigation district with prior rights. Lastly, the exhibits attached to the resolution are labeled based on the required recording order.

FISCAL IMPACT

This action will have no fiscal impact on the City.

PUBLIC OUTREACH / INTEREST

No public outreach was conducted.

COORDINATION

The proposed action was coordinated with the developer to ensure feasibility and consensus.

CEQA DETERMINATION

The project is exempt from the provisions of the California Environmental Quality Act (CEQA), per Section 15268(b)(3), which presumes the approval of final subdivision maps to be ministerial and therefore, exempt.

STRATEGIC PLAN

This action supports the following City Council Strategic Priority:

- Governance Goal 1: Model good governance, teamwork, and transparency.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving and authorizing recordation of three (3) Right-of-way, three (3) Public Utility Easement Dedications; and two (2) Right-of-way, and two (2) Public Utility Easement quit claims at the International Park of Commerce.

Prepared by: Al Gali, Associate Engineer

Reviewed by: David I. Brotchie, PE, Senior Civil Engineer
Forrest Ebbs, Community and Economic Development Director
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

APPROVING AND AUTHORIZING RECORDATION OF THREE (3) RIGHT OF WAY, THREE (3) PUBLIC UTILITY EASEMENT DEDICATIONS; AND TWO (2) RIGHT OF WAY, AND TWO (2) PUBLIC UTILITY EASEMENT QUIT CLAIMS AT THE INTERNATIONAL PARK OF COMMERCE.

WHEREAS, on October 28, 2020, the Planning Commission conducted a public hearing to review and consider a Development Review Permit (DRP) for a 99-foot tall 1,355,618 square-foot industrial warehouse building and associated improvements on 86-acres located on the south side of Grant Line Road between Skylark Road and Chrisman Road. The project proponent was Prologis, LP, (Developer); and

WHEREAS, on November 10, 2020, the City Council conducted another public hearing to review and consider the DRP. After the public hearing, City Council approved the DRP and certified the Environmental Impact Report (EIR) for the Project pursuant to Resolution No. 2020-184; and

WHEREAS, as a part of the approvals, attached to the DRP is a set of conditions of approvals which require the DRP to mitigate its impacts pursuant to the certified EIR as well construct frontage improvements and sign, notarize, file any and all necessary documents to satisfy the conditions of the Project; and

WHEREAS, on December 22, 2020, the Developer satisfied all required conditions for a building permit issuance and therefore the City of Tracy issued a building permit for the DRP. The building is constructed, and operational. Additional conditioned improvements include the frontage improvements and for the Developer to dedicate the land underneath the frontage improvements and public utility easements; and

WHEREAS, all required public improvements for the DRP have been constructed, inspected, completed, and are in a state nearly ready for acceptance. As part of the certificate of occupancy and public improvement acceptance process, the Developer reviewed its mitigations measures and conditions. The City and Developer agree that a component of obtaining a certificate of occupancy and public improvement acceptance would be to dedicate the land underneath the frontage improvements, otherwise known as right of way, and the public utility easement on private property; and

WHEREAS, the Developer removed two older retention basins, an access road, and a cul-de-sac from service and incorporated the four items into the DRP. Portions of the access road and cul-de-sac were public and therefore portions that would no longer be public would need to be quit claimed to the adjacent property owner; and

WHEREAS, staff reviewed the title reports for all the properties dedicating right of way and concludes that the right of way is free and clear of unnecessary encumbrances other than an old irrigation ditch from an irrigation district with prior rights; and

WHEREAS, approval of the above dedications and quit claims will satisfy all requirements of the DRP's conditions of approvals; now, therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves and authorizes recordation of three (3) Right of Way, three (3) Public Utility Easement Dedications; and two (2) Right of Way, and two (2) Public Utility Easement quit claims at the International Park of Commerce; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby finds that the Project is exempt from the provisions of the California Environmental Quality Act (CEQA), per Cal. Code Regs. Title 14, Section 15268(b)(3), which presumes the approval of final subdivision maps to be ministerial, and therefore exempt; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager, the City Clerk, and City Attorney to take all such actions necessary to effectuate the purposes of this resolution.

* * * * * * * * * * * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 18th day of November 2025 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit 1 - Paradise Court Right of Way Dedication from Prologis
Exhibit 2 - Paradise Court Right of Way Quit Claim to Prologis
Exhibit 3 - Paradise Court Right of Way Quit Claim to PAC Corporate Center Tracy
Exhibit 4 - Paradise Court PUE Quit Claim to Prologis
Exhibit 5 - Paradise Court PUE Quit Claim to PAC Corporate Center Tracy
Exhibit 6 - Skylark Way Right of Way Dedication from Prologis Amazon
Exhibit 7 - Chrisman Road and Paradise Road Right of Way Dedication from Prologis
Exhibit 8 - PUE Dedication from Prologis
Exhibit 9 - Paradise Road Extension PUE dedication from Prologis Amazon
Exhibit 10 - Paradise Court PUE dedication from PAC Corporate Center Tracy

EXHIBIT 1

RECORDING REQUESTED
BY AND WHEN
RECORDED MAIL TO:

City of Tracy
Attn: April B.A. Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space Above This Line For Recorder's Use

A portion of APN 25002096

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PROLOGIS, L.P., a Delaware limited partnership ("Grantor'')

hereby grant(s) to the

CITY OF TRACY, a Municipal corporation ("Grantee")

the fee interest in the real property consisting of approximately 18,866 square feet or 0.4331 acres, more or less, as more particularly described and depicted in Exhibit A, attached hereto and made a part hereof (the "Right-of-Way"), for roadway purposes as offered in that certain Irrevocable Offer to Dedicate Right of Way for Road Purposes (Northerly Portion of Paradise Court) dated October 7, 2009 and recorded October 8, 2009 as Instrument No. 2009-147553 in the official records of San Joaquin County, California, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Right-of-Way as of the date hereof would show.

[Signature Page Follows]

MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Grantee is exempt from County Transfer Tax)

[Signature Page to Grant Deed]

Grantor:

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____
Name: MATTHEW SIMS
Title: VICE PRESIDENT

Dated: 10/02/2025

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

State of California)
County of Alameda)

On 10/02/2025, before me, Amanda Walsh,
a Notary Public, personally appeared Mathew Sims,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature AWalsh (Seal)

JAS1 AMANDA WALSH COMM. # 2518274 NOTARY PUBLIC · CALIFORNIA ALAMEDA COUNTY MY COMMISSION EXPIRES APRIL 26, 2029 JAS1

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

_____ _____

City Clerk, City of Tracy, California Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

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

State of California)

County of _____)

On _____, before me,

_____,

(insert name and title of the officer)

Notary Public, personally appeared

_____

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

Legal Description and Depiction of Right-of-Way

(See attached)

EXHIBIT "A"
LEGAL DESCRIPTION
ROAD DEDICATION – PARADISE COURT NORTH

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE MERIDIAN, THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND BEING DESCRIBED AS FOLLOWS:

BEING ALL OF THE PARCEL DESCRIBED IN THAT CERTAIN IRREVOCABLE OFFER TO DEDICATE RIGHT OF WAY FOR ROAD PURPOSES (NORTHERLY PORTION OF PARADISE COURT), RECORDED OCTOBER 8, 2003, AS DOCUMENT NO. 2009-147553, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF ADJUSTED PARCEL A, AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED JANUARY 1, 2021, AS DOCUMENT NO. 2021-013966, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG THE SOUTHERLY LINE OF SAID ADJUSTED PARCEL A NORTH 89° 34' 00" WEST, 422.31 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, ALONG THE FOLLOWING EIGHT (8) COURSES:

1) ALONG THE ARC OF A NON-TANGENT 75.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 40° 55' 19" EAST, THROUGH A CENTRAL ANGLE OF 48° 28' 59", AN ARC DISTANCE OF 63.46 FEET TO A POINT OF REVERSE CURVATURE,
2) ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21° 38' 08", AN ARC DISTANCE OF 28.32 FEET TO A POINT OF REVERSE CURVATURE,
3) ALONG THE ARC OF A 692.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14° 30' 28", AN ARC DISTANCE OF 175.22 FEET,
4) SOUTH 89° 34' 00" EAST, 55.05 FEET,
5) NORTH 45° 27' 52" EAST, 63.67 FEET,
6) NORTH 00° 29' 45" EAST, 15.00 FEET,
7) SOUTH 89° 30' 15" EAST, 62.00 FEET, AND
8) SOUTH 00° 29' 45" WEST, 101.93 FEET, THE **POINT OF BEGINNING;**

CONTAINING 18,866 SQUARE FEET OR 0.4331 ACRES OF LAND MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

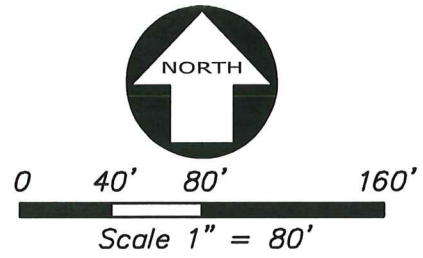


Gary K. Lamb

GARY K. LAMB, PLS 6627

5-31-24

DATE



LEGEND

AC	ACRES
ADJ	ADJUSTED
IOD	IRREVOCABLE OFFER OF DEDICATION
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
(R)	RADIAL BEARING
SF	SQUARE FEET

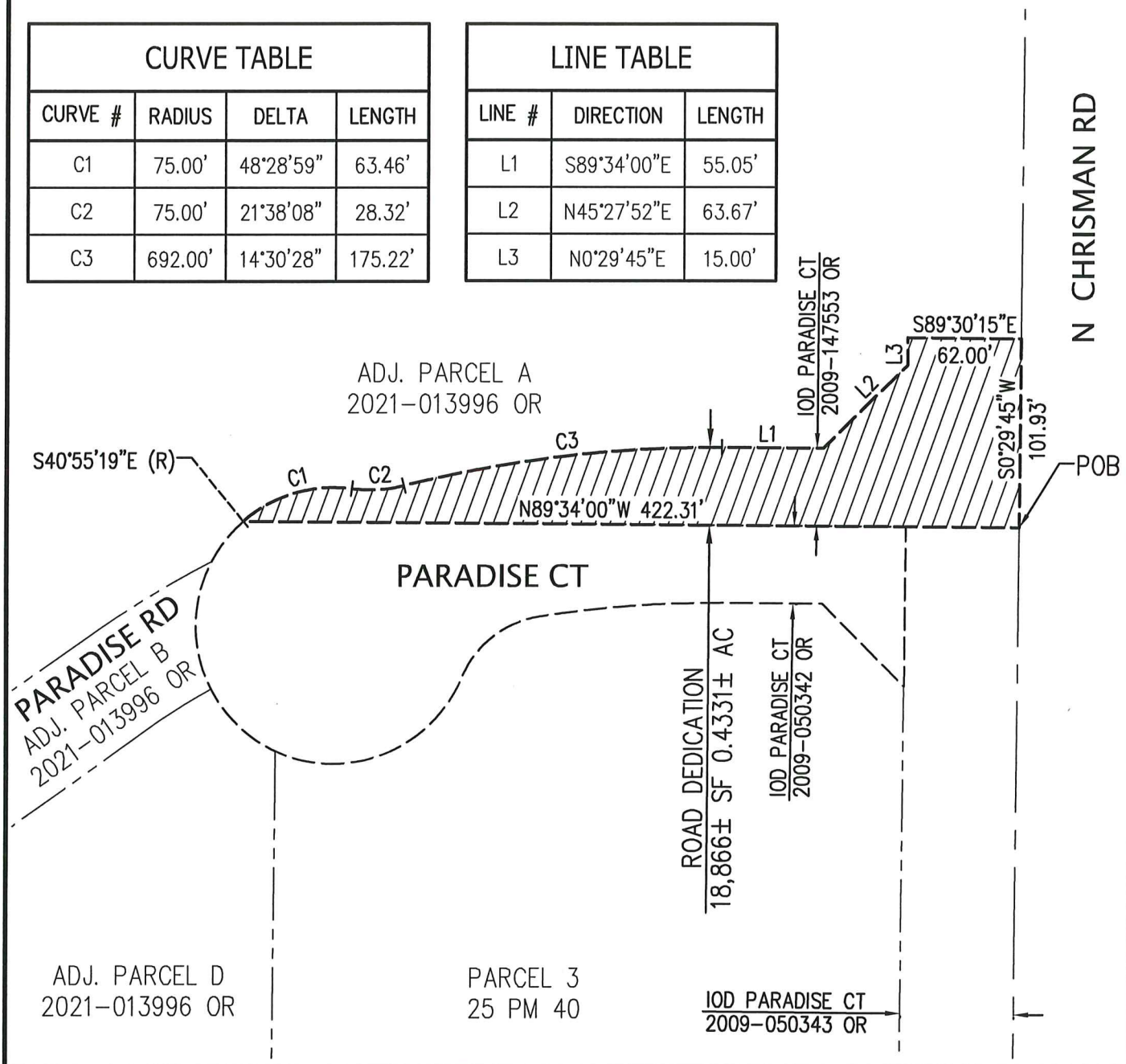


CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	75.00'	48°28'59"	63.46'
C2	75.00'	21°38'08"	28.32'
C3	692.00'	14°30'28"	175.22'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S89°34'00"E	55.05'
L2	N45°27'52"E	63.67'
L3	N0°29'45"E	15.00'



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDIICATION
PARADISE CT-NORTH

TRACY, CALIFORNIA

DATE	MAY, 2024
SCALE	1" = 80'
BY	GKL
JOB NO.	A05728-45
SHEET	1 OF 1

Z:\2005\A05728-45\DWG\SURVEY\PLATS\ROAD DEDICATIONS\A05728-45-PD-ROAD-DED-PARADISE-CT.dwg 5-30-24 11:28:13 AM glamb

Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 5/30/2024 10:51:02 AM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: CLOSURE-BNDRY - CLOSURE-ROAD-DED-PARADISE-CT-NORTH
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:2,097,262.9729' East:6,300,983.5542'

Segment# 1: Line
Course: N89° 34' 00"W Length: 422.31'
North: 2,097,266.1669' East: 6,300,561.2563'

Segment# 2: Curve
Length: 63.46' Radius: 75.00'
Delta: 48° 28' 59" Tangent: 33.77'
Chord: 61.59' Course: N73° 19' 11"E
Course In: S40° 55' 19"E Course Out: N7° 33' 40"E
RP North: 2,097,209.4967' East: 6,300,610.3836'
End North: 2,097,283.8446' East: 6,300,620.2523'

Segment# 3: Curve
Length: 28.32' Radius: 75.00'
Delta: 21° 38' 08" Tangent: 14.33'
Chord: 28.15' Course: N86° 44' 36"E
Course In: N7° 33' 40"E Course Out: S14° 04' 28"E
RP North: 2,097,358.1924' East: 6,300,630.1211'
End North: 2,097,285.4439' East: 6,300,648.3598'

Segment# 4: Curve
Length: 175.22' Radius: 692.00'
Delta: 14° 30' 28" Tangent: 88.08'
Chord: 174.75' Course: N83° 10' 46"E
Course In: S14° 04' 28"E Course Out: N0° 26' 00"E
RP North: 2,096,614.2173' East: 6,300,816.6420'
End North: 2,097,306.1975' East: 6,300,821.8756'

Segment# 5: Line
Course: S89° 34' 00"E Length: 55.05'

North: 2,097,305.7812' East: 6,300,876.9240'

Segment# 6: Line
Course: N45° 27' 52"E Length: 63.67'
North: 2,097,350.4363' East: 6,300,922.3090'

Segment# 7: Line
Course: N0° 29' 45"E Length: 15.00'
North: 2,097,365.4357' East: 6,300,922.4388'

Segment# 8: Line
Course: S89° 30' 15"E Length: 62.00'
North: 2,097,364.8992' East: 6,300,984.4365'

Segment# 9: Line
Course: S0° 29' 45"W Length: 101.93'
North: 2,097,262.9730' East: 6,300,983.5544'

Perimeter: 986.96' Area: 18,866Sq.Ft.
Error Closure: 0.0002 Course: N74° 39' 44"E
Error North : 0.00005 East: 0.00018

Precision 1: 4,934,800.00

EF-502-A-R17-0522-39004157-1
BOE-502-A (P1) REV. 17 (05-22)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must **be filed with each conveyance in the County Recorder's office for the county where the property is located.**

Steve J. Bestolarides
Assessor-Recorder-County Clerk
San Joaquin County
44 N San Joaquin Street Suite 230
Stockton, CA 95202-3273
Telephone: (209) 468-2630
https://www.sjgov.org/department/assessor

NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE
(Make necessary corrections to the printed name and mailing address)

City of Tracy
Attn: April B.A. Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

ASSESSOR'S PARCEL NUMBER: A portion of 25002096
SELLER/TRANSFEROR: Prologis, L.P.
BUYER'S DAYTIME TELEPHONE NUMBER: ( )
BUYER'S EMAIL ADDRESS:

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY: 1500 E. Grant Line Road, Tracy, CA

☐ YES ☑ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy. MO | DAY | YEAR

☐ YES ☑ NO Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME)

MAIL PROPERTY TAX INFORMATION TO (ADDRESS) | CITY | STATE | ZIP CODE

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO — This section contains possible exclusions from reassessment for certain types of transfers.

- ☐ ☑ A. This transfer is solely between spouses *(addition or removal of a spouse, death of a spouse, divorce settlement, etc.)*.
- ☐ ☑ B. This transfer is solely between domestic partners currently registered with the California Secretary of State *(addition or removal of a partner, death of a partner, termination settlement, etc.)*.
- ☐ ☑ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) and grandchild(ren).
  Was this the transferor/grantor's principal residence? ☐ YES ☐ NO
- ☐ ☑ * D. This transfer is the result of a cotenant's death. Date of death _____
- ☐ ☑ * E. This transaction is to replace a principal residence owned by a person 55 years of age or older.
- ☐ ☑ * F. This transaction is to replace a principal residence by a person who is severely disabled.
- ☐ ☑ * G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.
- ☐ ☑ H. This transaction is only a correction of the name(s) of the person(s) holding title to the property *(e.g., a name change upon marriage)*. If YES, please explain: _____
- ☐ ☑ I. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☑ J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest *(e.g., cosigner)*. If YES, please explain: _____
- ☐ ☑ K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- L. This is a transfer of property:
  - ☐ ☑ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of ☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
  - ☐ ☑ 2. to/from an irrevocable trust for the benefit of the ☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
- ☐ ☑ M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☑ N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☑ O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.
- ☐ ☑ * P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.
- ☑ ☐ Q. Other. This transfer is to convey right-of-way for roadway purposes

* Please refer to the instructions for Part 1. **Please provide any other information that will help the Assessor understand the nature of the transfer.**

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

EF-502-A-R17-0522-39004157

EF-502-A-R17-0522-39004157-2

BOE-502-A (P2) REV. 17 (05-22)

Check and complete as applicable.

PART 2. OTHER TRANSFER INFORMATION

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)

☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____

☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____

Original term in years *(including written options)*: _____ Remaining term in years *(including written options)*: _____

☑ Other. Please explain: convevance of right-of-way for roadway purposes

C. Only a partial interest in the property was transferred. ☐ YES ☑ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price $ 0.00

B. Cash down payment or value of trade or exchange excluding closing costs Amount $ 0.00

C. First deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ FHA (___Discount Points) ☐ Cal-Vet ☐ VA (___Discount Points) ☐ Fixed rate ☐ Variable rate

☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

D. Second deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☑ NO Outstanding balance $_____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price $_____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number:

☑ Direct from seller ☐ From a family member-Relationship _____

☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home

☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☐ Unimproved lot

☑ Other. Description: (i.e., timber, mineral, water rights, etc.) ☐ Timeshare ☐ Commercial/Industrial

right-of-way for roadway purposes

B. ☐ YES ☑ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: $_____ Incentives $ _____

C. ☐ YES ☑ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: $_____

☐ YES ☑ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. ☐ YES ☑ NO The property produces rental or other income.

If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____

E. The condition of the property at the time of sale was: ☑ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER ▶	DATE	TELEPHONE ( )
NAME OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS
City of Tracy		

The Assessor's office may contact you for additional information regarding this transaction.



EF-502-A-R17-0522-39004157

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars ($20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed a nd all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

> "**Beneficial interest**" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A "**cosigner**" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C. If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner,* form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

> **"Mortgage insurance"** is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

> **"Closing costs"** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

> A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

> An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.

EXHIBIT 2

RECORDING REQUESTED
BY AND WHEN
RECORDED MAIL TO:

Prologis, L.P.
Attn: Mae Harris [Anne]
1800 Wazee Street, Suite 500
Denver, CO 80202

Space Above This Line For Recorder's Use

QUITCLAIM DEED
(Vacation of portions of Paradise Court and a portion of Skylark Way Rights of Way)

APN 25002096

The undersigned Grantor declares Documentary Transfer Tax is $0.00. Both the value of the property conveyed herein, and the consideration received by Grantor is less than $100.00 (California Revenue and Taxation Code §11911)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF TRACY, a Municipal corporation ("Grantor'')

hereby remises, releases and forever quitclaims to

PROLOGIS, L.P., a Delaware limited partnership ("Grantee")

any and all interest in and to the real property consisting of three portions of rights-of-way all abutting Adjusted Parcel A of LLA MS20-00013 recorded as Document No. 2021-013996, located in the City of Tracy, County of San Joaquin, State of California, as more particularly described and depicted in Exhibit A, attached hereto and made a part hereof (collectively, the "Vacated Rights-of-Way"). The instruments by which Paradise Court and Skylark Road legal descriptions were granted to and accepted by Grantor are referenced within their respective legal descriptions on Exhibit A attached hereto. The portion of Paradise Court was offered for dedication to Grantor in that certain Irrevocable Offer to Dedicate Right of Way for Road Purposes (Northerly Portion of Paradise Court) dated October 7, 2009 and recorded October 8, 2009 as Instrument No. 2009-147553 in the official records of San Joaquin County, California, and accepted by Grantor in that certain Grant Deed (for roadway purposes) recorded immediately prior to the date hereof. The foregoing grant of the three portions of rights-of way are subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Vacated Rights-of-Way as of the date hereof would show.

[Signature Page Follows]

MAIL TAX STATEMENTS AS DIRECTED ABOVE

[*Signature Page to Quitclaim Deed*]

Grantor:

_____ _____

City Clerk, City of Tracy, California Date

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

State of California)

County of _____)

On _____, before me, _____,

a Notary Public, personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

Legal Descriptions and Depictions of Vacated Rights-of-Way

(See attached)

EXHIBIT "A"
LEGAL DESCRIPTION
PARADISE COURT VACATION

BEING A PORTION OF PARADISE COURT, AS SAID COURT WAS DEDICATED ON THAT CERTAIN IRREVOCABLE OFFER TO DEDICATE RIGHT OF WAY FOR ROADWAY PURPOSES RECORDED ON OCTOBER 8, 2009 AS DOCUMENT NO. 2009-147553, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THE LINE SHOWN AS NORTH 89° 34' 00" WEST, 422.31 FEET IN SAID IRREVOCABLE OFFER TO DEDICATE, AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 40° 39' 33" EAST;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 48° 12' 52", FOR AN ARC DISTANCE OF 63.11 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 07° 33' 53" EAST;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 21° 38' 08", FOR AN ARC DISTANCE OF 28.32 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 692.00 FEET, THROUGH A CENTRAL ANGLE OF 03° 38' 12", FOR AN ARC DISTANCE OF 43.92 FEET, TO A POINT OF CUSP AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 10° 38' 43" EAST;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 547.00 FEET, THROUGH A CENTRAL ANGLE OF 10° 50' 29", FOR AN ARC DISTANCE OF 103.50 FEET TO A POINT OF THE SOUTHERLY LINE OF SAID IRREVOCABLE OFFER TO DEDICATE;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 89° 34' 00" WEST, 30.44 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 735 SQUARE FEET OF LAND, MORE OR LESS

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

DEAN A. JURADO, L.S. 9032

3-11-21
DATE



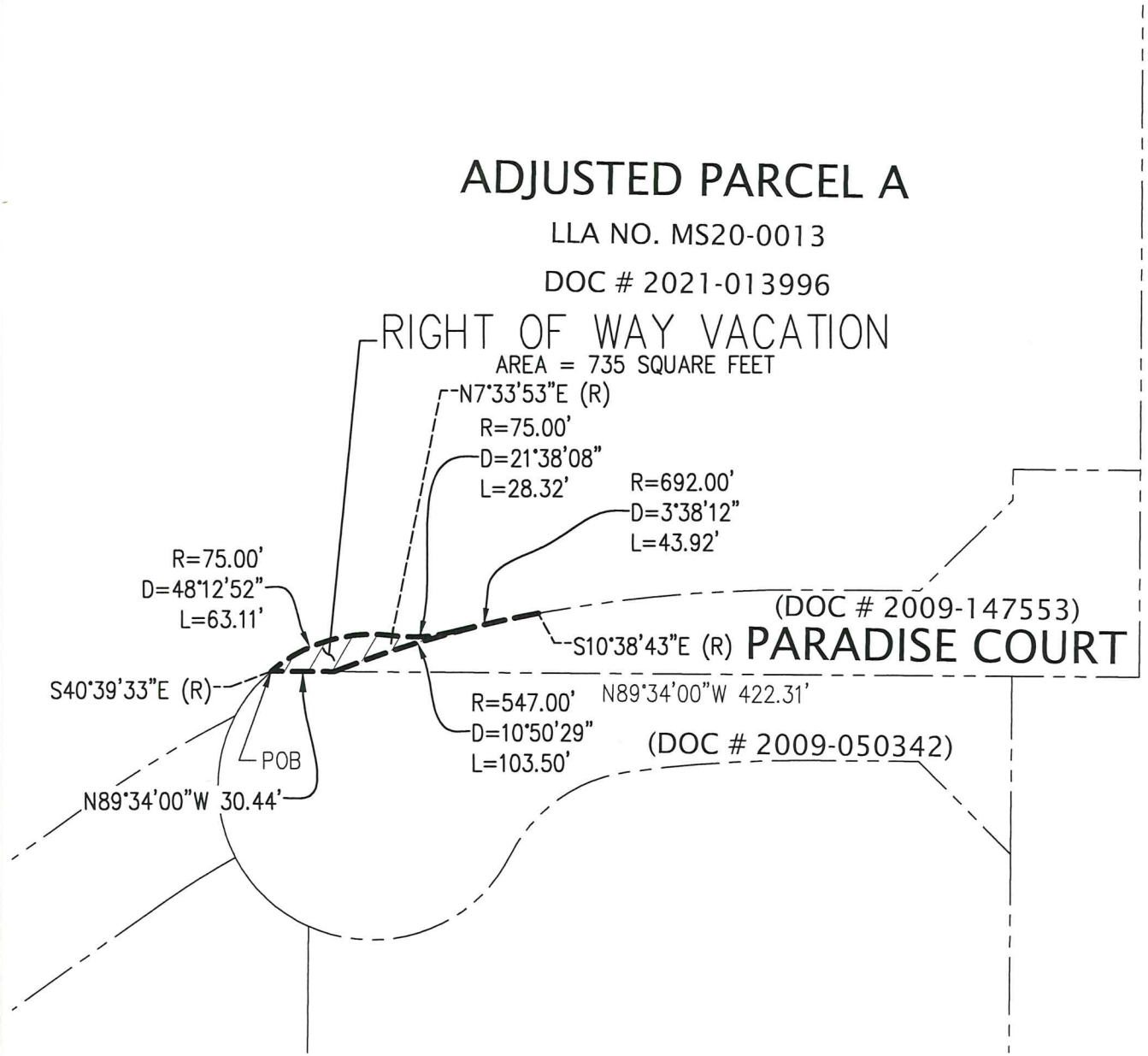
ADJUSTED PARCEL A

LLA NO. MS20-0013

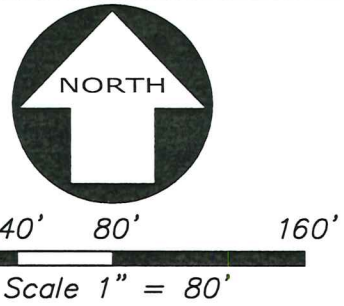
DOC # 2021-013996

RIGHT OF WAY VACATION

AREA = 735 SQUARE FEET



CHRISMAN ROAD



LEGEND

POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
(R)	RADIAL BEARING
LLA	LOT LINE ADJUSTMENT



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
RIGHT OF WAY VACATION

TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

DATE	MARCH, 2021
SCALE	1" = 80'
BY	CSW
JOB NO.	A05728-45
SHEET	1 OF 1

Z:\2005\A05728-45\DWG\SURVEY\PLATS\VACATION\A05728-45_RD_(2009-147553).dwg, 3-11-21 06:54:18 PM, emilioc

EXHIBIT "A"
LEGAL DESCRIPTION
PARADISE COURT VACATION

BEING A PORTION OF PARADISE COURT, AS SAID COURT WAS DEDICATED ON THAT CERTAIN IRREVOCABLE OFFER TO DEDICATE RIGHT OF WAY FOR ROADWAY PURPOSES RECORDED ON APRIL 2, 2009 AS DOCUMENT NO. 2009-050342, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THE LINE SHOWN AS NORTH 89° 34' 00" WEST, 422.31 FEET IN SAID IRREVOCABLE OFFER TO DEDICATE, SOUTH 89° 34' 00" EAST, 30.44' FEET TO A POINT OF CUSP AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 21° 29' 13" EAST;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 547.00 FEET, THROUGH A CENTRAL ANGLE OF 05° 29' 40", AN ARC DISTANCE OF 52.46 FEET TO A POINT OF CUSP AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 62° 04' 52" EAST;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 21° 23' 33", AN ARC DISTANCE OF 28.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 335 SQUARE FEET OF LAND, MORE OR LESS

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.



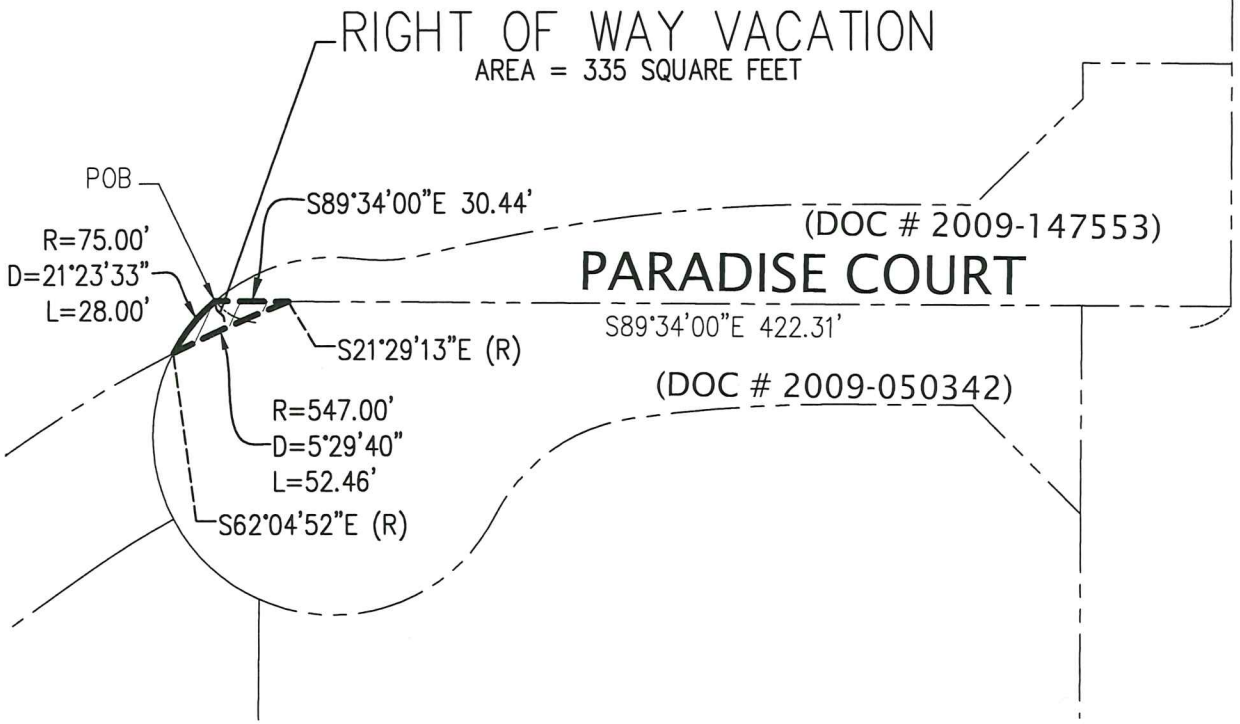
DEAN A. JURADO, L.S. 9032

3-11-21
DATE

ADJUSTED PARCEL A

LLA NO. MS20-0013

DOC # 2021-013996





0 40' 80' 160'

Scale 1" = 80'

LEGEND

POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
(R)	RADIAL BEARING
LLA	LOT LINE ADJUSTMENT



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"

RIGHT OF WAY VACATION

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	MARCH, 2021
SCALE	1" = 80'
BY	CSW
JOB NO.	A05728-45
SHEET	1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION
ROAD VACATION SKYLARK WAY

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE MERIDIAN AS DECRIBED IN THAT CERTAIN GRANT DEED RECORDED MAY 17, 2005 AS DOCUMENT NO. 2005-118012 OFFICIAL RECORDS, THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF SKYLARK WAY AS DEDICATED IN THAT CERTAIN GRANT DEED, RECORDED AS INSTRUMENT NO. 2014-084369, ON AUGUST 26, 2014, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY QUARTER CORNER OF SAID SECTION 22, THENCE ALONG THE WESTERLY LINE OF SECTION 22, SOUTH 0° 26' 26" WEST, 1399.60 FEET

THENCE SOUTH 89° 34' 01" EAST, 94.52 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 00° 26' 26" EAST, 49.92 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SKYLARK WAY;

THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 44° 33' 44" EAST, 70.58 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, 89° 34' 54" WEST, 49.91 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 1,246 SQUARE FEET OR 0.0286 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51"WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

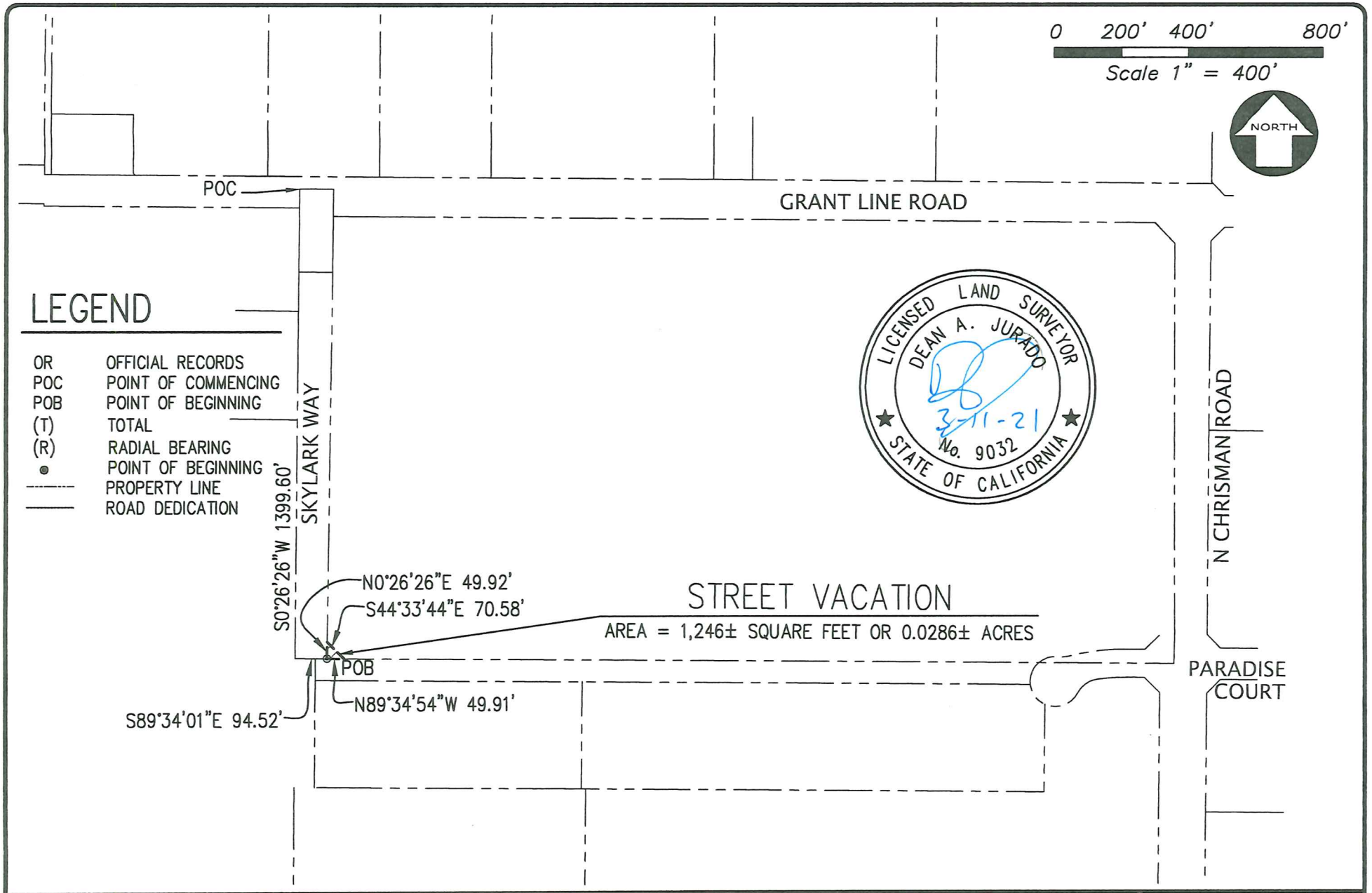
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SYRVEYORS, INC.

DEAN A. JURADO L.S. 9032

3-11-21
DATE





KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

ROAD VACATION
SKYLARK

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	NOVEMBER, 2020
SCALE	1" = 400'
BY	CSW
JOB NO.	A05728-44
SHEET	1 OF 1

Z:\2005\A05728-44\DWG\SURVEY\PLATS\A05728-44_RD_ESMTS.dwg 11/25/20 12:47:35 PM

EF-502-A-R17-0522-39004160-1

BOE-502-A (P1) REV. 17 (05-22)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must **be filed with each conveyance in the County Recorder's office for the county where the property is located.**

Steve J. Bestolarides
Assessor-Recorder-County Clerk
San Joaquin County
44 N San Joaquin Street Suite 230
Stockton, CA 95202-3273
Telephone: (209) 468-2630
https://www.sjgov.org/department/assessor

NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE
(Make necessary corrections to the printed name and mailing address)

Prologis, L.P.
Attention: Mae Harris [SAF - Mock 2 and 7]
1800 Wazee Street, Suite 500
Denver, CO 80202

ASSESSOR'S PARCEL NUMBER: A portion of 25002096

SELLER/TRANSFEROR: City of Tracy

BUYER'S DAYTIME TELEPHONE NUMBER: (317) 750-6090

BUYER'S EMAIL ADDRESS: sfrancis@prologis.com

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY: 1500 E. Grant Line Road, Tracy, CA

☐ YES ☑ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO	DAY	YEAR

☐ YES ☑ NO Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME): Prologis, L.P. c/o Prologis Tax Coordinator

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)	CITY	STATE	ZIP CODE
60 State Street, Suite 2200	Boston	MA	02109

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO — This section contains possible exclusions from reassessment for certain types of transfers.

☐ ☑ A. This transfer is solely between spouses *(addition or removal of a spouse, death of a spouse, divorce settlement, etc.)*.

☐ ☑ B. This transfer is solely between domestic partners currently registered with the California Secretary of State *(addition or removal of a partner, death of a partner, termination settlement, etc.)*.

☐ ☑ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) and grandchild(ren).
Was this the transferor/grantor's principal residence? ☐ YES ☐ NO

☐ ☑ * D. This transfer is the result of a cotenant's death. Date of death _____

☐ ☑ * E. This transaction is to replace a principal residence owned by a person 55 years of age or older.

☐ ☑ * F. This transaction is to replace a principal residence by a person who is severely disabled.

☐ ☑ * G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.

☐ ☑ H. This transaction is only a correction of the name(s) of the person(s) holding title to the property *(e.g., a name change upon marriage)*. If YES, please explain: _____

☐ ☑ I. The recorded document creates, terminates, or reconveys a lender's interest in the property.

☐ ☑ J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest *(e.g., cosigner)*. If YES, please explain: _____

☐ ☑ K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.

L. This is a transfer of property:

☐ ☑ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.

☐ ☑ 2. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.

☐ ☑ M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.

☐ ☑ N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.

☐ ☑ O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.

☐ ☑ * P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.

☑ ☐ Q. Other. This transfer is to vacate a portion of right-of-way

* Please refer to the instructions for Part 1. **Please provide any other information that will help the Assessor understand the nature of the transfer.**

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

EF-502-A-R17-0522-39004160

EF-502-A-R17-0522-39004160-2

BOE-502-A (P2) REV. 17 (05-22)

Check and complete as applicable.

PART 2. OTHER TRANSFER INFORMATION

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)

☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____

☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____

Original term in years *(including written options)*: _____ Remaining term in years *(including written options)*: _____

☑ Other. Please explain: vacation of portion of right-of-way

C. Only a partial interest in the property was transferred. ☐ YES ☑ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price $ 0.00

B. Cash down payment or value of trade or exchange excluding closing costs Amount $ 0.00

C. First deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ FHA (___Discount Points) ☐ Cal-Vet ☐ VA (___Discount Points) ☐ Fixed rate ☐ Variable rate

☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

D. Second deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☑ NO Outstanding balance $_____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price $_____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number:

☐ Direct from seller ☐ From a family member-Relationship _____

☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home

☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☐ Unimproved lot

☑ Other. Description: (i.e., timber, mineral, water rights, etc.) right-of-way ☐ Timeshare ☐ Commercial/Industrial

B. ☐ YES ☑ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: $_____ Incentives $ _____

C. ☐ YES ☑ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: $_____

☐ YES ☐ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. ☐ YES ☑ NO The property produces rental or other income.

If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____

E. The condition of the property at the time of sale was: ☑ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER	DATE	TELEPHONE
▶ [signature]	10/02/2025	(317) 750-6090
NAME OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	**TITLE**	**EMAIL ADDRESS**
MATTHEW SIMS	VICE PRESIDENT	See Buyer Page 1

The Assessor's office may contact you for additional information regarding this transaction.

EF-502-A-R17-0522-39004160

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars ($20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed a nd all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

> "**Beneficial interest**" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A "**cosigner**" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C. If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner,* form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

> **"Mortgage insurance"** is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

> **"Closing costs"** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

> A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

> An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.

EXHIBIT 3

RECORDING REQUESTED
BY AND WHEN
RECORDED MAIL TO:

c/o Prologis, L.P.
Attn: Mae Harris [Anne]
1800 Wazee Street, Suite 500
Denver, CO 80202

Space Above This Line For Recorder's Use

QUITCLAIM DEED
(Vacation of Southerly portion of Paradise Court Right of Way)

A portion of APNs 25002090 and 25002098

The undersigned Grantor declares Documentary Transfer Tax is $0.00. Both the value of the property conveyed herein, and the consideration received by Grantor is less than $100.00 (California Revenue and Taxation Code §11911).

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF TRACY, a Municipal corporation ("Grantor'')

hereby remises, releases and forever quitclaims to

PAC CORPORATE CENTER TRACY LLC, a Delaware limited liability company ("Grantee")

any and all interest in and to the real property consisting of an approximately 7,968 square foot Southerly portion of right-of-way commonly known as Paradise Court, abutting Grantee's property, and located in the City of Tracy, County of San Joaquin, State of California, as more particularly described and depicted in Exhibit A, attached hereto and made a part hereof (the "Vacated Right-of-Way"), subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Vacated Right-of-Way as of the date hereof would show.

[Signature Page Follows]

MAIL TAX STATEMENTS AS DIRECTED ABOVE

[*Signature Page to Quitclaim Deed*]

Grantor:

_____ _____

City Clerk, City of Tracy, California Date

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

State of California)

County of _____)

On _____, before me, _____,

a Notary Public, personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

Legal Description and Depiction of Vacated Right-of-Way

(See attached)

EXHIBIT "A"
LEGAL DESCRIPTION
PARADISE COURT VACATION

BEING A PORTION OF PARADISE COURT, AS SAID COURT WAS DEDICATED ON THAT CERTAIN IRREVOCABLE OFFER TO DEDICATE RIGHT OF WAY FOR ROADWAY PURPOSES RECORDED ON APRIL 2, 2009 AS DOCUMENT NO. 2009-050342, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF CHRISMAN ROAD, SAID POINT BEING THE SOUTHWEST CORNER OF SAID IRREVOCABLE OFFER TO DEDICATE;

THENCE FROM SAID POINT OF COMMENCING, NORTH 44° 32' 08" WEST, 63.61 FEET;

THENCE NORTH 89° 34' 00" WEST, 54.95 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG ASID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 608.00' FEET, THROUGH A CENTRAL ANGLE OF 04° 06' 22", FOR AN ARC DISTANCE OF 43.57 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG LAST SAID CURVE, HAVING A RADIUS OF 608.00 FEET, THROUGH A CENTRAL ANGLE OF 04° 06' 22", FOR AN ARC DISTANCE OF 43.57 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT,

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 55° 36' 43", AN ARC DISTANCE OF 72.80 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT,

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 125° 58' 36", AN ARC DISTANCE OF 164.90 FEET TO A POINT OF CUSP AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 28° 22' 13" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 343.50 FEET, THROUGH A CENTRAL ANGLE OF 25° 06' 12", FOR AN ARC DISTANCE OF 150.50 FEET;

THENCE NORTH 86° 38' 42" EAST, 90.40 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 7,968 SQUARE FEET OF LAND, MORE OR LESS

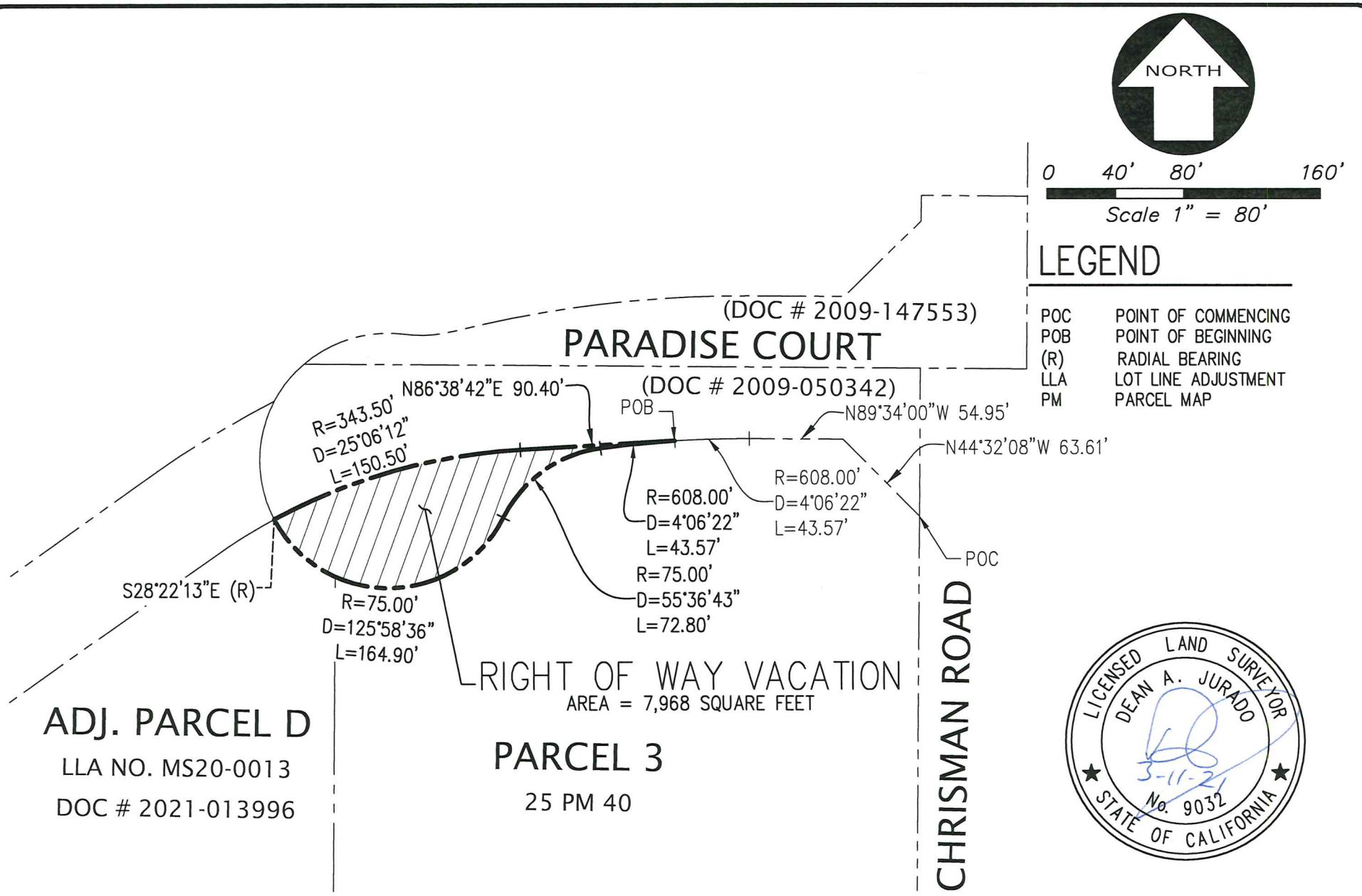
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

DEAN A. JURADO, L.S. 9032

3-11-21
DATE





KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
RIGHT OF WAY VACATION

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	MARCH, 2021
SCALE	1" = 80'
BY	CSW
JOB NO.	A05728-45
SHEET	1 OF 1

Z:\2005\A05728-45\DWG\SURVEY\PLATS\VACATION\A05728-45_RD_SOUTH_(2009-050342).dwg 3-11-21 09:46:01 PM

EF-502-A-R17-0522-39004162-1

BOE-502-A (P1) REV. 17 (05-22)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must **be filed with each conveyance in the County Recorder's office for the county where the property is located.**

Steve J. Bestolarides
Assessor-Recorder-County Clerk
San Joaquin County
44 N San Joaquin Street Suite 230
Stockton, CA 95202-3273
Telephone: (209) 468-2630
https://www.sjgov.org/department/assessor

NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE
(Make necessary corrections to the printed name and mailing address)

PAC Corporate Center Tracy LLC
c/o Prologis, L.P.
Attention: Mae Harris [Annette]
1800 Wazee Street, Suite 500
Denver, CO 80202

ASSESSOR'S PARCEL NUMBER: A portion of 25002090; a portion of 25002098

SELLER/TRANSFEROR: City of Tracy

BUYER'S DAYTIME TELEPHONE NUMBER: (317) 750-6090

BUYER'S EMAIL ADDRESS: sfrancis@prologis.com

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY: 1605 N. Chrisman Road, Tracy, CA

☐ YES ☑ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy. MO | DAY | YEAR

☐ YES ☑ NO Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME): PAC Corporate Center Tracy LLC c/o Prologis Tax Coordinator

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)	CITY	STATE	ZIP CODE
60 State Street, Suite 2200	Boston	MA	02109

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO — This section contains possible exclusions from reassessment for certain types of transfers.

- ☐ ☑ A. This transfer is solely between spouses *(addition or removal of a spouse, death of a spouse, divorce settlement, etc.)*.
- ☐ ☑ B. This transfer is solely between domestic partners currently registered with the California Secretary of State *(addition or removal of a partner, death of a partner, termination settlement, etc.)*.
- ☐ ☑ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) and grandchild(ren).
  Was this the transferor/grantor's principal residence? ☐ YES ☐ NO
- ☐ ☑ * D. This transfer is the result of a cotenant's death. Date of death _____
- ☐ ☑ * E. This transaction is to replace a principal residence owned by a person 55 years of age or older.
- ☐ ☑ * F. This transaction is to replace a principal residence by a person who is severely disabled.
- ☐ ☑ * G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.
- ☐ ☑ H. This transaction is only a correction of the name(s) of the person(s) holding title to the property *(e.g., a name change upon marriage)*. If YES, please explain: _____
- ☐ ☑ I. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☑ J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest *(e.g., cosigner)*. If YES, please explain: _____
- ☐ ☑ K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- ☐ ☑ L. This is a transfer of property:
  1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
     ☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
  2. to/from an irrevocable trust for the benefit of the
     ☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
- ☐ ☑ M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☑ N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☑ O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.
- ☐ ☑ * P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.
- ☑ ☐ Q. Other. This transfer is to vacate a portion of right-of-way

* Please refer to the instructions for Part 1. **Please provide any other information that will help the Assessor understand the nature of the transfer.**

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

EF-502-A-R17-0522-39004162

EF-502-A-R17-0522-39004162-2

BOE-502-A (P2) REV. 17 (05-22)

Check and complete as applicable.

PART 2. OTHER TRANSFER INFORMATION

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)

☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____

☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____

Original term in years *(including written options)*: _____ Remaining term in years *(including written options)*: _____

☑ Other. Please explain: vacation of right-of-way

C. Only a partial interest in the property was transferred. ☐ YES ☑ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price $ 0.00

B. Cash down payment or value of trade or exchange excluding closing costs Amount $ 0.00

C. First deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ FHA (___Discount Points) ☐ Cal-Vet ☐ VA (___Discount Points) ☐ Fixed rate ☐ Variable rate

☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

D. Second deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☑ NO Outstanding balance $_____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price $_____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number:

☑ Direct from seller ☐ From a family member-Relationship _____

☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home

☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☐ Unimproved lot

☑ Other. Description: (i.e., timber, mineral, water rights, etc.) right-of-way ☐ Timeshare ☐ Commercial/Industrial

B. ☐ YES ☐ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: $_____ Incentives $ _____

C. ☐ YES ☑ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: $_____

☐ YES ☑ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. ☐ YES ☑ NO The property produces rental or other income.

If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____

E. The condition of the property at the time of sale was: ☑ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER	DATE	TELEPHONE
▶ [signature]	10/02/2025	(317) 750-6090
NAME OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS
MATTHEW SIMS	VICE PRESIDENT	See Buyer Page 1

The Assessor's office may contact you for additional information regarding this transaction.

EF-502-A-R17-0522-39004162

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars ($20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed a nd all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

> "**Beneficial interest**" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A "**cosigner**" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C. If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner,* form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

> **"Mortgage insurance"** is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

> **"Closing costs"** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

> A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

> An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.

EXHIBIT 4

RECORDING REQUESTED
BY AND WHEN
RECORDED MAIL TO:

c/o Prologis, L.P.
Attn: Mae Harris [Anne]
1800 Wazee Street, Suite 500
Denver, CO 80202

Space Above This Line For Recorder's Use

QUITCLAIM DEED
(Vacation of portions of Easement for Public Utilities)

Portion APN 25002096, ADJ PCL B not assessed

The undersigned Grantor declares Documentary Transfer Tax is $0.00. Both the value of the property conveyed herein, and the consideration received by Grantor is less than $100.00 (California Revenue and Taxation Code §11911).

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF TRACY, a Municipal corporation ("Grantor'')

hereby remises, releases and forever quitclaims to

PROLOGIS, L.P., a Delaware limited partnership ("Grantee")

any and all reserved easement rights in and to a portion of the non-exclusive easement for public utilities located in the City of Tracy, County of San Joaquin, State of California, offered to and accepted by Grantor under that certain Irrevocable Offer to Dedicate Easement for Public Utilities dated January 14, 2000 and recorded April 2, 2009 as Instrument No. 2009-050344 in the Official Records of San Joaquin County, California, as more particularly described and depicted in **Exhibit A**, attached hereto and made a part hereof (the "Vacated Easement"), subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Vacated Easement as of the date hereof would show.

[Signature Page Follows]

MAIL TAX STATEMENTS AS DIRECTED ABOVE

[*Signature Page to Quitclaim Deed*]

Grantor:

_____ _____

City Clerk, City of Tracy, California Date

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

State of California)

County of _____)

On _____, before me, _____,

a Notary Public, personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

Legal Description and Depiction of Vacated Easement

(See attached)

EXHIBIT "A"
LEGAL DESCRIPTION
PUE VACATION PARADISE COURT-ADJUSTED PARCEL A

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND BEING AS DESCRIBED FOLLOWS:

BEING A PORTION OF "ADJUSTED PARCEL A" AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED JANUARY 25, 2021, AS DOCUMENT NO. 2021-013996, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA, AND BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT 10.00-FOOT-WIDE PUBLIC UTILITY EASEMENT, AS SAID PUE WAS DEDICATED ON THAT CERTAIN IRREVOCABLE OFFER TO DEDICATE EASEMENT FOR PUBLIC UTILITIES, RECORDED ON APRIL 2, 2009, AS DOCUMENT NO. 2009-050344, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THE LINE SHOWN AS NORTH 89° 34' 00" WEST, 422.31 FEET IN SAID IRREVOCABLE OFFER TO DEDICATE, SAID POINT BEING THE NORTHWESTERLY CORNER OF THAT CERTAIN IRREVOCABLE OFFER TO DEDICATE RIGHT OF WAY FOR ROADWAY PURPOSES RECORDED ON APRIL 2, 2009, AS DOCUMENT NO. 2009-050342, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG A NON-TANGENT 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 40° 51' 17" EAST, THROUGH A CENTRAL ANGLE OF 21° 20' 03", AN ARC DISTANCE OF 27.93 FEET, TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG A NON-TANGENT 547.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 26° 58' 37" EAST, THROUGH A CENTRAL ANGLE OF 1° 39' 57", AN ARC DISTANCE OF 15.90 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG A NON-TANGENT 85.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 71° 04' 20" EAST, THROUGH A CENTRAL ANGLE OF 23° 02' 05", AN ARC DISTANCE OF 34.17 FEET;

THENCE SOUTH 89° 34' 00" EAST, 14.14 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 311 SQUARE FEET OR 0.0071 ACRES OF LAND, MORE OR LESS

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

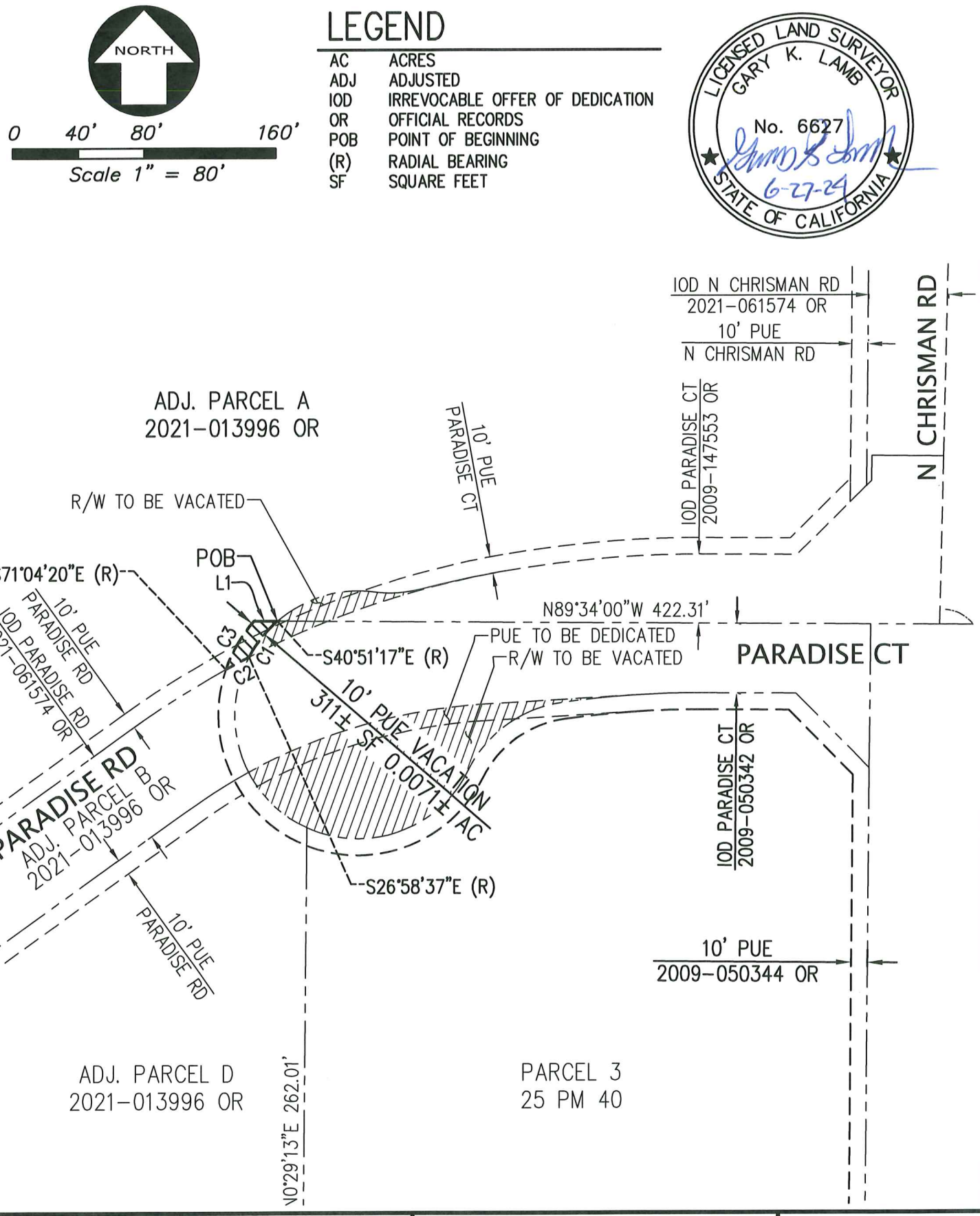
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.



Gary K Lamb
GARY K. LAMB, PLS 6627

06-27-24
DATE



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
VACATION OF PUBLIC UTILITY EASEMENT OVER ADJUSTED PARCEL A

TRACY, CALIFORNIA

DATE	JUNE, 2024
SCALE	1" = 80'
BY	GKL
JOB NO.	A05728-45
SHEET	1 OF 2

Z:\2005\A05728-45\DWG\SURVEY\PLATS\VACATIONS\A05728-45-PD-VAC-PUE-PARADISE-CT-PARCEL A.dwg 6-05-24 11:23:58 AM glamb

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°34'00"E	14.14'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	75.00'	21°20'03"	27.93'
C2	547.00'	1°39'57"	15.90'
C3	85.00'	23°02'05"	34.17'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
VACATION OF PUBLIC UTILITY EASEMENT OVER ADJUSTED PARCEL A
TRACY, CALIFORNIA

DATE	JUNE, 2024
SCALE	NONE
BY	GKL
JOB NO.	A05728-45
SHEET	2 OF 2

Z:\2005\A05728-45\DWG\SURVEY\PLATS\VACATIONS\A05728-45-PD-VAC-PUE-PARADISE-CT-PARCEL A.dwg 6-05-24 11:26:45 AM glamb

Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 6/5/2024 11:19:46 AM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: CLOSURE-ESMT - CLOSURE-PUE-VAC-PARADISE CT-PARCEL A
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:2,096,765.1025' East:6,302,182.9417'

Segment# 1: Curve
Length: 27.93' Radius: 75.00'
Delta: 21° 20' 03" Tangent: 14.13'
Chord: 27.77' Course: S38° 28' 42"W
Course In: S40° 51' 17"E Course Out: N62° 11' 20"W
RP North: 2,096,708.3747' East: 6,302,232.0024'
End North: 2,096,743.3665' East: 6,302,165.6656'

Segment# 2: Curve
Length: 15.90' Radius: 547.00'
Delta: 1° 39' 57" Tangent: 7.95'
Chord: 15.90' Course: S62° 11' 24"W
Course In: S26° 58' 37"E Course Out: N28° 38' 34"W
RP North: 2,096,255.8861' East: 6,302,413.8023'
End North: 2,096,735.9471' East: 6,302,151.5994'

Segment# 3: Curve
Length: 34.17' Radius: 85.00'
Delta: 23° 02' 05" Tangent: 17.32'
Chord: 33.94' Course: N30° 26' 43"E
Course In: S71° 04' 20"E Course Out: N48° 02' 15"W
RP North: 2,096,708.3752' East: 6,302,232.0033'
End North: 2,096,765.2099' East: 6,302,168.7987'

Segment# 4: Line
Course: S89° 34' 00"E Length: 14.14'
North: 2,096,765.1030' East: 6,302,182.9383'

Perimeter: 92.15' Area: 311Sq.Ft.
Error Closure: 0.0034 Course: N81° 24' 13"W

Error North : 0.00051 East: -0.00335

Precision 1: 27,100.00

EXHIBIT "A"
LEGAL DESCRIPTION
PUE VACATION PARADISE COURT-ADJUSTED PARCEL B

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND BEING AS DESCRIBED FOLLOWS:

BEING A PORTION OF "ADJUSTED PARCEL B" AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED JANUARY 25, 2021, AS DOCUMENT NO. 2021-013996, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA, AND BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT 10.00-FOOT-WIDE PUBLIC UTILITY EASEMENT, AS SAID PUE WAS DEDICATED ON THAT CERTAIN IRREVOCABLE OFFER TO DEDICATE EASEMENT FOR PUBLIC UTILITIES, RECORDED ON APRIL 2, 2009, AS DOCUMENT NO. 2009-050344, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THE LINE SHOWN AS NORTH 89° 34' 00" WEST, 422.31 FEET IN SAID IRREVOCABLE OFFER TO DEDICATE, SAID POINT BEING THE NORTHWESTERLY CORNER OF THAT CERTAIN IRREVOCABLE OFFER TO DEDICATE RIGHT OF WAY FOR ROADWAY PURPOSES RECORDED ON APRIL 2, 2009, AS DOCUMENT NO. 2009-050342, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG A NON-TANGENT 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 40° 51' 17" EAST, THROUGH A CENTRAL ANGLE OF 21° 20' 03", AN ARC DISTANCE OF 27.93 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID 75.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 55° 13' 18", AN ARC DISTANCE OF 72.29 FEET, TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG A NON-TANGENT 340.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 28° 33' 10" EAST, THROUGH A CENTRAL ANGLE OF 1° 41' 10", AN ARC DISTANCE OF 10.01 FEET, TO A POINT OF REVERSE CURVATURE:

THENCE ALONG A NON-TANGENT 85.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 62° 21' 21" EAST, THROUGH A CENTRAL ANGLE OF 46° 34' 20", AN ARC DISTANCE OF 69.09 FEET, TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG A NON-TANGENT 547.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 28° 38' 24'" EAST, THROUGH A CENTRAL ANGLE OF 1° 39' 57", AN ARC DISTANCE OF 15.90 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 705 SQUARE FEET OR 0.0162 ACRES OF LAND, MORE OR LESS

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

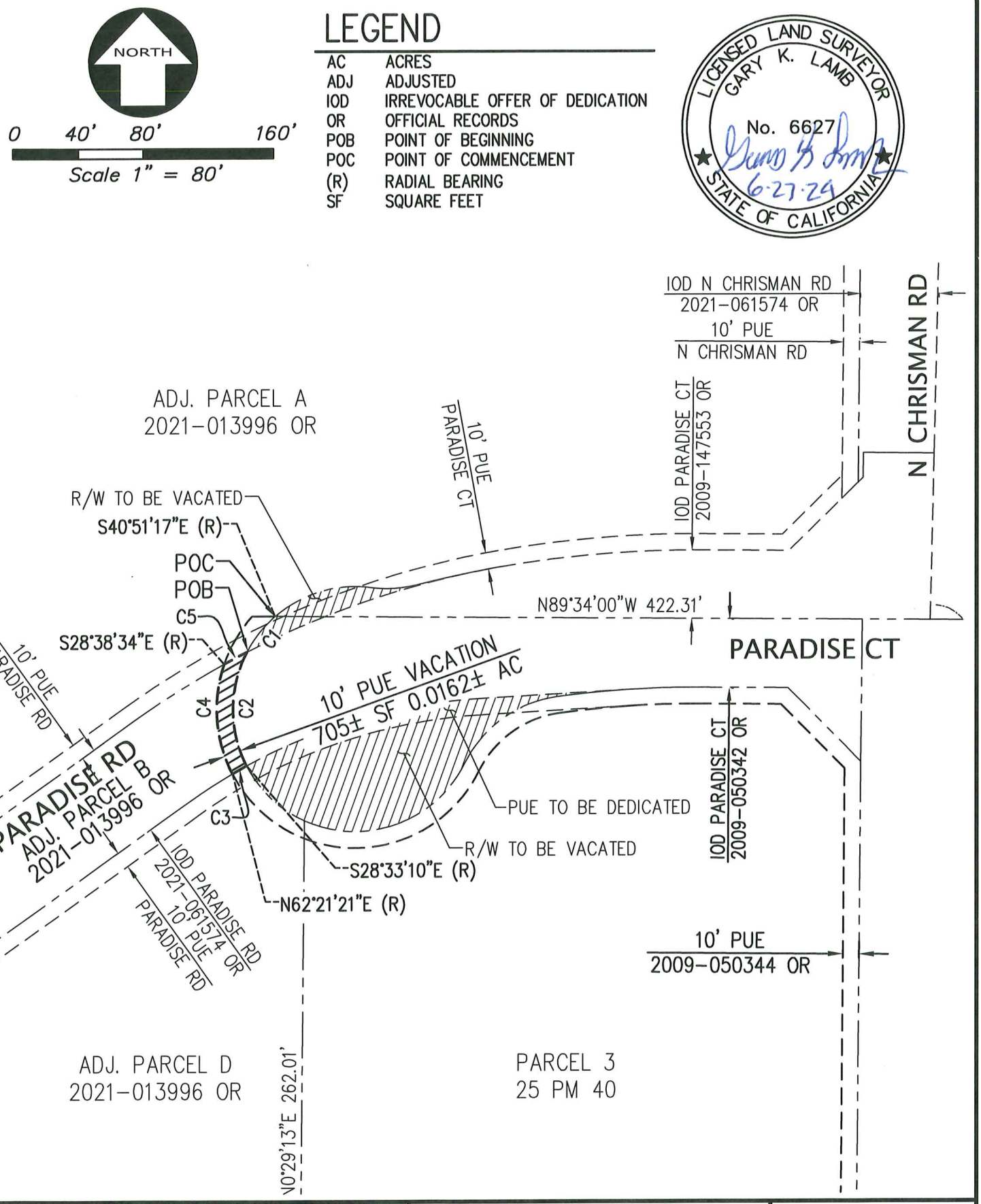
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.



GARY K. LAMB, PLS 6627

06.27.24
DATE



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
VACATION OF PUBLIC UTILITY EASEMENT OVER ADJUSTED PARCEL B

TRACY, CALIFORNIA

DATE	JUNE, 2024
SCALE	1" = 80'
BY	GKL
JOB NO.	A05728-45
SHEET	1 OF 2

Z:\2005\A05728-45\DWG\SURVEY\PLATS\VACATIONS\A05728-45-PD-VAC-PUE-PARADISE-CT-PARCEL B.dwg 6-05-24 12:23:17 PM glamb

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	75.00'	21°20'03"	27.93'
C2	75.00'	55°13'18"	72.29'
C3	340.00'	1°41'10"	10.01'
C4	85.00'	46°34'20"	69.09'
C5	547.00'	1°39'57"	15.90'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
VACATION OF PUBLIC UTILITY EASEMENT OVER ADJUSTED PARCEL B
TRACY, CALIFORNIA

DATE	JUNE, 2024
SCALE	NONE
BY	GKL
JOB NO.	A05728-45
SHEET	2 OF 2

Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 6/5/2024 12:15:03 PM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: CLOSURE-ESMT - CLOSURE-PUE-VAC-PARADISE CT-PARCEL B
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:2,096,851.9646' East:6,302,199.7618'

Segment# 1: Curve
Length: 72.29' Radius: 75.00'
Delta: 55° 13' 18" Tangent: 39.23'
Chord: 69.52' Course: S0° 12' 01"W
Course In: S62° 11' 20"E Course Out: S62° 35' 22"W
RP North: 2,096,816.9728' East: 6,302,266.0986'
End North: 2,096,782.4455' East: 6,302,199.5188'

Segment# 2: Curve
Length: 10.01' Radius: 340.00'
Delta: 1° 41' 10" Tangent: 5.00'
Chord: 10.01' Course: S60° 36' 15"W
Course In: S28° 33' 10"E Course Out: N30° 14' 20"W
RP North: 2,096,483.7973' East: 6,302,362.0280'
End North: 2,096,777.5345' East: 6,302,190.8018'

Segment# 3: Curve
Length: 69.09' Radius: 85.00'
Delta: 46° 34' 20" Tangent: 36.58'
Chord: 67.20' Course: N4° 21' 29"W
Course In: N62° 21' 21"E Course Out: N71° 04' 20"W
RP North: 2,096,816.9728' East: 6,302,266.0987'
End North: 2,096,844.5447' East: 6,302,185.6948'

Segment# 4: Curve
Length: 15.90' Radius: 547.00'
Delta: 1° 39' 57" Tangent: 7.95'
Chord: 15.90' Course: N62° 11' 24"E
Course In: S28° 38' 34"E Course Out: N26° 58' 37"W
RP North: 2,096,364.4837' East: 6,302,447.8977'

End North: 2,096,851.9641' East: 6,302,199.7611'

Perimeter: 167.29' Area: 705Sq.Ft.
Error Closure: 0.0009 Course: S56° 17' 48"W
Error North : -0.00050 East: -0.00075

Precision 1: 185,877.78

EF-502-A-R17-0522-39004166-1

BOE-502-A (P1) REV. 17 (05-22)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must **be filed with each conveyance in the County Recorder's office for the county where the property is located.**

Steve J. Bestolarides
Assessor-Recorder-County Clerk
San Joaquin County
44 N San Joaquin Street Suite 230
Stockton, CA 95202-3273
Telephone: (209) 468-2630
https://www.sjgov.org/department/assessor

NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE
(Make necessary corrections to the printed name and mailing address)

Prologis L.P.
Attention: Mae Harris [SAF - Mock 4]
1800 Wazee Street, Suite 500
Denver, CO 80202

ASSESSOR'S PARCEL NUMBER: Portion of 25002096, ADJ PCL B not assessed

SELLER/TRANSFEROR: City of Tracy

BUYER'S DAYTIME TELEPHONE NUMBER: (415) 733-9412

BUYER'S EMAIL ADDRESS: dfhorton@prologis.com

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY: 1500 E. Grant Line Road, Tracy, CA

☐ YES ☑ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy. MO | DAY | YEAR

☐ YES ☑ NO Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME): Prologis, L.P. c/o Prologis Tax Coordinator

MAIL PROPERTY TAX INFORMATION TO (ADDRESS): 60 State Street, Suite 2200 | CITY: Boston | STATE: MA | ZIP CODE: 02109

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO — This section contains possible exclusions from reassessment for certain types of transfers.

- ☐ ☑ A. This transfer is solely between spouses *(addition or removal of a spouse, death of a spouse, divorce settlement, etc.)*.
- ☐ ☑ B. This transfer is solely between domestic partners currently registered with the California Secretary of State *(addition or removal of a partner, death of a partner, termination settlement, etc.)*.
- ☐ ☑ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) and grandchild(ren).
  Was this the transferor/grantor's principal residence? ☐ YES ☐ NO
- ☐ ☑ * D. This transfer is the result of a cotenant's death. Date of death _____
- ☐ ☑ * E. This transaction is to replace a principal residence owned by a person 55 years of age or older.
- ☐ ☑ * F. This transaction is to replace a principal residence by a person who is severely disabled.
- ☐ ☑ * G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.
- ☐ ☑ H. This transaction is only a correction of the name(s) of the person(s) holding title to the property *(e.g., a name change upon marriage)*. If YES, please explain: _____
- ☐ ☑ I. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☑ J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest *(e.g., cosigner)*. If YES, please explain: _____
- ☐ ☑ K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- L. This is a transfer of property:
  - ☐ ☑ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of ☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
  - ☐ ☑ 2. to/from an irrevocable trust for the benefit of the ☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
- ☐ ☑ M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☑ N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☑ O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.
- ☐ ☑ * P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.
- ☑ ☐ Q. Other. This transfer is to vacate portions of a public utility easement

* Please refer to the instructions for Part 1. **Please provide any other information that will help the Assessor understand the nature of the transfer.**

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

EF-502-A-R17-0522-39004166

EF-502-A-R17-0522-39004166-2

BOE-502-A (P2) REV. 17 (05-22)

Check and complete as applicable.

PART 2. OTHER TRANSFER INFORMATION

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)

☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____

☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____

Original term in years *(including written options)*: ____ Remaining term in years *(including written options)*: ____

☑ Other. Please explain: vacation of portions of public utility easement

C. Only a partial interest in the property was transferred. ☐ YES ☑ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price $ 0.00

B. Cash down payment or value of trade or exchange excluding closing costs Amount $ 0.00

C. First deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ FHA (___Discount Points) ☐ Cal-Vet ☐ VA (___Discount Points) ☐ Fixed rate ☐ Variable rate

☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

D. Second deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☑ NO Outstanding balance $_____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price $_____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number:

☑ Direct from seller ☐ From a family member-Relationship _____

☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home

☐ Multiple-family residence. Number of units: ____ ☐ Condominium ☐ Unimproved lot

☑ Other. Description: (i.e., timber, mineral, water rights, etc.) ☐ Timeshare ☐ Commercial/Industrial

easement vacation

B. ☐ YES ☑ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: $_____ Incentives $ _____

C. ☐ YES ☑ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: $_____

☐ YES ☑ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. ☐ YES ☑ NO The property produces rental or other income.

If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____

E. The condition of the property at the time of sale was: ☑ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER	DATE	TELEPHONE
▶ [signature]	10/02/2025	(415) 733-9412
NAME OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	**TITLE**	**EMAIL ADDRESS**
MATTHEW SIMS	VICE PRESIDENT	see Buyer page 1

The Assessor's office may contact you for additional information regarding this transaction.

EF-502-A-R17-0522-39004166

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars ($20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed a nd all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

> "**Beneficial interest**" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A "**cosigner**" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C. If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner,* form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

> **"Mortgage insurance"** is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

> **"Closing costs"** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

> A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

> An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.

EXHIBIT 5

RECORDING REQUESTED
BY AND WHEN
RECORDED MAIL TO:

c/o Prologis, L.P.
Attn: Mae Harris [Anne]
1800 Wazee Street, Suite 500
Denver, CO 80202

Space Above This Line For Recorder's Use

QUITCLAIM DEED
(Vacation of portions of Easement for Public Utilities)

Portions of APN 25002090 and 25002098

The undersigned Grantor declares Documentary Transfer Tax is $0.00. Both the value of the property conveyed herein, and the consideration received by Grantor is less than $100.00 (California Revenue and Taxation Code §11911).

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF TRACY, a Municipal corporation ("Grantor'')

hereby remises, releases and forever quitclaims to

PAC CORPORATE CENTER TRACY LLC, a Delaware limited liability company ("Grantee")

any and all reserved easement rights in and to a portion of the non-exclusive easement for public utilities located in the City of Tracy, County of San Joaquin, State of California, offered to and accepted by Grantor under that certain Irrevocable Offer to Dedicate Easement for Public Utilities dated January 14, 2000 and recorded April 2, 2009 as Instrument No. 2009-050344 in the Official Records of San Joaquin County, California, as more particularly described and depicted in **Exhibit A**, attached hereto and made a part hereof (the "Vacated Easement"), subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Vacated Easement as of the date hereof would show.

[Signature Page Follows]

MAIL TAX STATEMENTS AS DIRECTED ABOVE

[*Signature Page to Quitclaim Deed*]

Grantor:

_____ _____

City Clerk, City of Tracy, California Date

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

State of California)

County of _____)

On _____, before me, _____,

a Notary Public, personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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

State of California)

County of _____)

On _____, 2025, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

Legal Description and Depiction of Public Utility Easement

(See attached)

EXHIBIT "A"
LEGAL DESCRIPTION
PUE VACATION PARADISE COURT - ADJUSTED PARCEL D & PARCEL 3

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND BEING AS DESCRIBED FOLLOWS:

BEING A PORTION OF "ADJUSTED PARCEL D", AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED JANUARY 25, 2021, AS DOCUMENT NO. 2021-013996, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA, AND ALSO BEING A PORTION OF PARCEL 3 OF THAT CERTAIN PARCEL MAP, FILED FOR RECORD ON APRIL 21, 2009, IN BOOK 25 OF PARCEL MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT 10.00-FOOT-WIDE PUBLIC UTILITY EASEMENT, AS SAID PUE WAS DEDICATED ON THAT CERTAIN IRREVOCABLE OFFER TO DEDICATE EASEMENT FOR PUBLIC UTILITIES, RECORDED ON APRIL 2, 2009, AS DOCUMENT NO. 2009-050344, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THE LINE SHOWN AS NORTH 89° 34' 00" WEST, 422.31 FEET IN SAID IRREVOCABLE OFFER TO DEDICATE, SAID POINT BEING THE NORTHWESTERLY CORNER OF THAT CERTAIN IRREVOCABLE OFFER TO DEDICATE RIGHT OF WAY FOR ROADWAY PURPOSES RECORDED ON APRIL 2, 2009, AS DOCUMENT NO. 2009-050342, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG A NON-TANGENT 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 40° 51' 17" EAST, THROUGH A CENTRAL ANGLE OF 76° 33' 21", AN ARC DISTANCE OF 100.21 FEET, TO THE **POINT OF BEGINNING.**

THENCE CONTINUING ALONG SAID 75.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 128° 58' 36", AN ARC DISTANCE OF 169.40, FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG A 75.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 55° 36' 43", AN ARC DISTANCE OF 72.80 FEET, TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG A 608.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04° 06' 22", AN ARC DISTANCE OF 43.57 FEET;

THENCE SOUTH 03° 39' 29" EAST, 10.00 FEET;

THENCE ALONG A NON-TANGENT 598.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 03° 40' 10" EAST, THROUGH A CENTRAL ANGLE OF 04° 06' 22", AN ARC DISTANCE OF 42.86 FEET, TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG A 65.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 55° 36' 43", AN ARC DISTANCE OF 63.09 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG AN 85.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 125° 44' 35", AN ARC DISTANCE OF 186.54 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG AN NON-TANGENT 340.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 30° 14' 20" EAST,THROUGH A CENTRAL ANGLE OF 1° 41' 10", AN ARC DISTANCE OF 10.01 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 2,869 SQUARE FEET OR 0.0659 ACRES OF LAND, MORE OR LESS

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

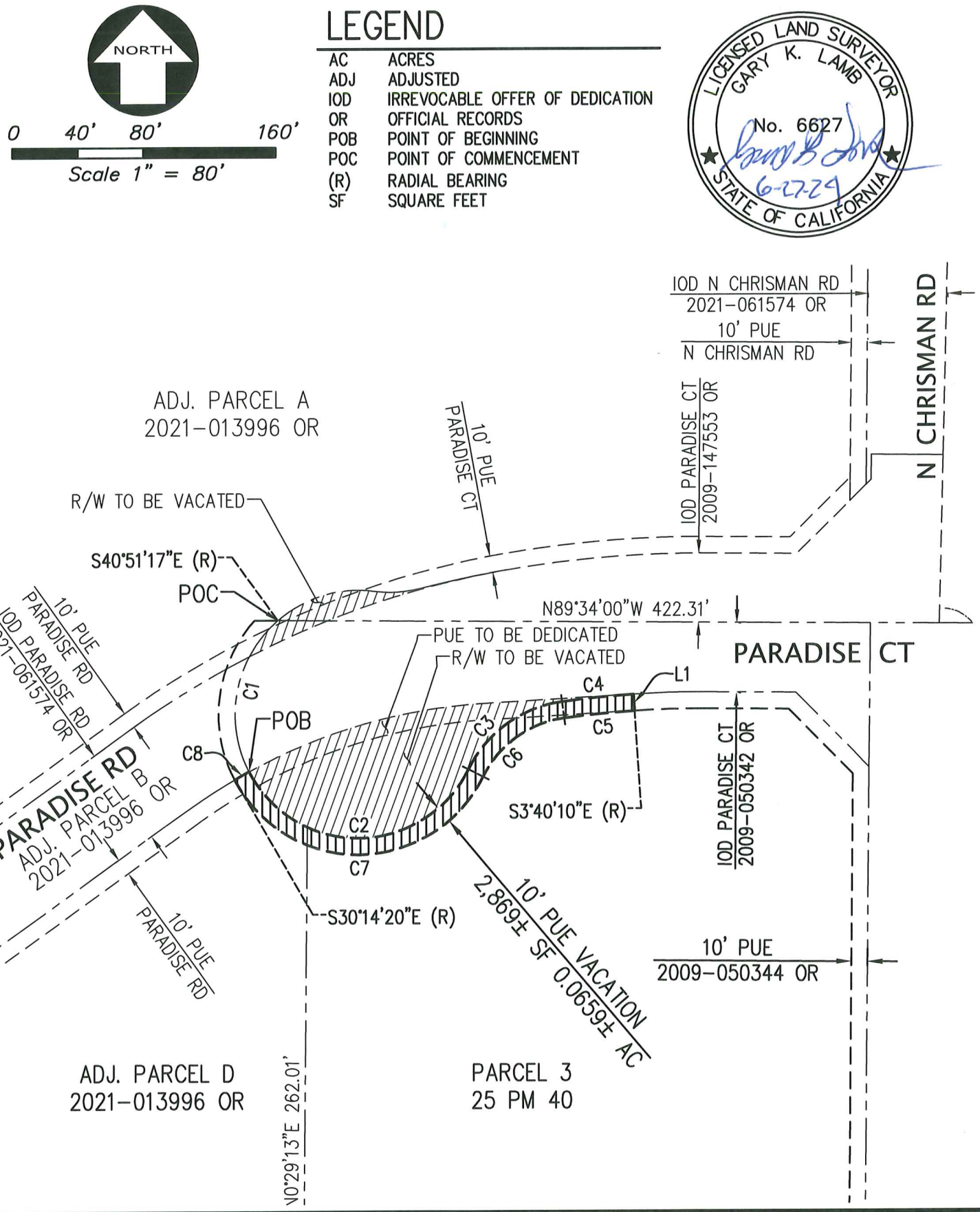
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

LICENSED LAND SURVEYOR
GARY K. LAMB
No. 6627
STATE OF CALIFORNIA

Gary K Lamb
GARY K. LAMB, PLS 6627

06-27-24
DATE



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
VACATION OF PUBLIC UTILITY EASEMENT
ADJ. PARCEL D & PARCEL 3
TRACY, CALIFORNIA

DATE	JUNE, 2024
SCALE	1" = 80'
BY	GKL
JOB NO.	A05728-45
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S3°39'29"E	10.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	75.00'	76°33'21"	100.21'
C2	75.00'	125°58'36"	164.90'
C3	75.00'	55°36'43"	72.80'
C4	608.00'	4°06'22"	43.57'
C5	598.00'	4°06'22"	42.86'
C6	65.00'	55°36'43"	63.09'
C7	85.00'	125°44'35"	186.54'
C8	340.00'	1°41'10"	10.01'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
VACATION OF PUBLIC UTILITY EASEMENT ADJ. PARCEL D & PARCEL 3
TRACY, CALIFORNIA

DATE	JUNE, 2024
SCALE	NONE
BY	GKL
JOB NO.	A05728-45
SHEET	2 OF 2

Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 6/5/2024 2:23:10 PM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: CLOSURE-ESMT - CLOSURE-PUE-VAC-PARADISE CT-PARCEL D-3
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:2,096,673.9070' East:6,302,079.0977'

Segment# 1: Curve
Length: 164.90' Radius: 75.00'
Delta: 125° 58' 36" Tangent: 147.12'
Chord: 133.64' Course: N89° 36' 04"E
Course In: N62° 35' 22"E Course Out: S63° 23' 14"E
RP North: 2,096,708.4342' East: 6,302,145.6775'
End North: 2,096,674.8373' East: 6,302,212.7316'

Segment# 2: Curve
Length: 72.80' Radius: 75.00'
Delta: 55° 36' 43" Tangent: 39.55'
Chord: 69.97' Course: N54° 25' 07"E
Course In: S63° 23' 14"E Course Out: N7° 46' 32"W
RP North: 2,096,641.2404' East: 6,302,279.7857'
End North: 2,096,715.5509' East: 6,302,269.6387'

Segment# 3: Curve
Length: 43.57' Radius: 608.00'
Delta: 4° 06' 22" Tangent: 21.80'
Chord: 43.56' Course: N84° 16' 39"E
Course In: S7° 46' 32"E Course Out: N3° 40' 09"W
RP North: 2,096,113.1410' East: 6,302,351.8968'
End North: 2,096,719.8947' East: 6,302,312.9876'

Segment# 4: Line
Course: S3° 39' 29"E Length: 10.00'
North: 2,096,709.9151' East: 6,302,313.6256'

Segment# 5: Curve
Length: 42.86' Radius: 598.00'

Delta: 4° 06' 22"
Tangent: 21.44'
Chord: 42.85'
Course: S84° 16' 39"W
Course In: S3° 40' 10"E
Course Out: N7° 46' 32"W
RP North: 2,096,113.1411'
East: 6,302,351.8977'
End North: 2,096,705.6429'
East: 6,302,270.9926'

Segment# 6: Curve
Length: 63.09'
Radius: 65.00'
Delta: 55° 36' 43"
Tangent: 34.28'
Chord: 60.64'
Course: S54° 25' 07"W
Course In: S7° 46' 32"E
Course Out: N63° 23' 14"W
RP North: 2,096,641.2405'
East: 6,302,279.7866'
End North: 2,096,670.3578'
East: 6,302,221.6731'

Segment# 7: Curve
Length: 186.54'
Radius: 85.00'
Delta: 125° 44' 35"
Tangent: 165.90'
Chord: 151.30'
Course: S89° 29' 03"W
Course In: N63° 23' 14"W
Course Out: S62° 21' 21"W
RP North: 2,096,708.4343'
East: 6,302,145.6785'
End North: 2,096,668.9960'
East: 6,302,070.3815'

Segment# 8: Curve
Length: 10.01'
Radius: 340.00'
Delta: 1° 41' 10"
Tangent: 5.00'
Chord: 10.01'
Course: N60° 36' 15"E
Course In: S30° 14' 20"E
Course Out: N28° 33' 10"W
RP North: 2,096,375.2588'
East: 6,302,241.6077'
End North: 2,096,673.9070'
East: 6,302,079.0986'

Perimeter: 593.77'
Area: 2,869Sq.Ft.
Error Closure: 0.0009
Course: N85° 54' 46"E
Error North : 0.00006
East: 0.00087

Precision 1: 659,744.44

EF-502-A-R17-0522-39004166-1

BOE-502-A (P1) REV. 17 (05-22)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must **be filed with each conveyance in the County Recorder's office for the county where the property is located.**

Steve J. Bestolarides
Assessor-Recorder-County Clerk
San Joaquin County
44 N San Joaquin Street Suite 230
Stockton, CA 95202-3273
Telephone: (209) 468-2630
https://www.sjgov.org/department/assessor

NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE
(Make necessary corrections to the printed name and mailing address)

PAC Corporate Center Tracy LLC
Attention: Mae Harris [SAF - Mock 4]
1800 Wazee Street, Suite 500
Denver, CO 80202

ASSESSOR'S PARCEL NUMBER: Portions of 25002090 and 25002098

SELLER/TRANSFEROR: City of Tracy

BUYER'S DAYTIME TELEPHONE NUMBER: (415) 733-9412

BUYER'S EMAIL ADDRESS: dfhorton@prologis.com

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY: Paradise Court, Tracy, CA

☐ YES ☑ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy. MO | DAY | YEAR

☐ YES ☑ NO Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME): PAC Corporate Center Tracy LLC, c/o Prologis Tax Coordinator

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)	CITY	STATE	ZIP CODE
60 State Street, Suite 2200	Boston	MA	02109

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO This section contains possible exclusions from reassessment for certain types of transfers.

☐ ☑ A. This transfer is solely between spouses *(addition or removal of a spouse, death of a spouse, divorce settlement, etc.)*.

☐ ☑ B. This transfer is solely between domestic partners currently registered with the California Secretary of State *(addition or removal of a partner, death of a partner, termination settlement, etc.)*.

☐ ☑ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) and grandchild(ren).
Was this the transferor/grantor's principal residence? ☐ YES ☐ NO

☐ ☑ * D. This transfer is the result of a cotenant's death. Date of death _____

☐ ☑ * E. This transaction is to replace a principal residence owned by a person 55 years of age or older.

☐ ☑ * F. This transaction is to replace a principal residence by a person who is severely disabled.

☐ ☑ * G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.

☐ ☑ H. This transaction is only a correction of the name(s) of the person(s) holding title to the property *(e.g., a name change upon marriage)*. If YES, please explain: _____

☐ ☑ I. The recorded document creates, terminates, or reconveys a lender's interest in the property.

☐ ☑ J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest *(e.g., cosigner)*. If YES, please explain: _____

☐ ☑ K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.

L. This is a transfer of property:

☐ ☑ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.

☐ ☑ 2. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.

☐ ☑ M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.

☐ ☑ N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.

☐ ☑ O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.

☐ ☑ * P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.

☑ ☐ Q. Other. This transfer is to vacate portions of a public utility easement

* Please refer to the instructions for Part 1. **Please provide any other information that will help the Assessor understand the nature of the transfer.**

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

EF-502-A-R17-0522-39004166

EF-502-A-R17-0522-39004166-2

BOE-502-A (P2) REV. 17 (05-22)

Check and complete as applicable.

PART 2. OTHER TRANSFER INFORMATION

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)

☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____

☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____

Original term in years *(including written options)*: _____ Remaining term in years *(including written options)*: _____

☑ Other. Please explain: vacation of portions of public utility easement

C. Only a partial interest in the property was transferred. ☐ YES ☑ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price $ 0.00

B. Cash down payment or value of trade or exchange excluding closing costs Amount $ 0.00

C. First deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ FHA (___Discount Points) ☐ Cal-Vet ☐ VA (___Discount Points) ☐ Fixed rate ☐ Variable rate

☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

D. Second deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☑ NO Outstanding balance $_____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price $_____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number:

☑ Direct from seller ☐ From a family member-Relationship _____

☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home

☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☐ Unimproved lot

☑ Other. Description: (i.e., timber, mineral, water rights, etc.) easement vacation ☐ Timeshare ☐ Commercial/Industrial

B. ☐ YES ☑ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: $_____ Incentives $ _____

C. ☐ YES ☑ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: $_____

☐ YES ☑ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. ☐ YES ☑ NO The property produces rental or other income.

If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____

E. The condition of the property at the time of sale was: ☑ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER	DATE	TELEPHONE
▶ [signature]	10/02/2025	(415) 733-9412
NAME OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	**TITLE**	**EMAIL ADDRESS**
MATTHEW SIMS	VICE PRESIDENT	see Buyer page 1

The Assessor's office may contact you for additional information regarding this transaction.

EF-502-A-R17-0522-39004166

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars ($20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed a nd all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

> "**Beneficial interest**" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A "**cosigner**" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C. If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner,* form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

> **"Mortgage insurance"** is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

> **"Closing costs"** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

> A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

> An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.

EXHIBIT 6

RECORDING REQUESTED
BY AND WHEN
RECORDED MAIL TO:

City of Tracy
Attn: April B.A. Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space Above This Line For Recorder's Use

A portion of APN 25002091

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PROLOGIS AMAZON TRACY LLC, a Delaware limited liability company ("Grantor")

hereby grant(s) to the

CITY OF TRACY, a Municipal corporation ("Grantee")

the fee interest in the real property consisting of approximately 0.5285 acres, more or less, as more particularly described and depicted in Exhibit A, attached hereto and made a part hereof (the "Right-of-Way"), for roadway purposes as intended to be offered in that certain Irrevocable Offer of Dedication of Fee Interest dated December 16, 2020 and recorded April 7, 2021 as Instrument No. 2021-0651574 in the official records of San Joaquin County, California, but for which the wrong grantor was shown for this parcel. The foregoing grant is subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Right-of-Way as of the date hereof would show.

[Signature Page Follows]

MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Grantee is exempt from County Transfer Tax)

[Signature Page to Grant Deed]

Grantor:

PROLOGIS AMAZON TRACY LLC
a Delaware limited liability company

By: Prologis, L.P.
a Delaware limited partnership
its sole member

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____
Name: MATTHEW SIMS
Title: VICE PRESIDENT

Dated: 10/2/2025

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

State of California)
County of Alameda)

On 10/02/2025, before me, Amanda Walsh,
a Notary Public, personally appeared Matthew Sims,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature AWalsh (Seal)

JAS1 AMANDA WALSH COMM. # 2518274 NOTARY PUBLIC • CALIFORNIA ALAMEDA COUNTY MY COMMISSION EXPIRES APRIL 25, 2029 JAS1

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

_____ _____

City Clerk, City of Tracy, California Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

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

State of California)

County of _____)

On _____, before me, _____,

a Notary Public, personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

Legal Description and Depiction of Right-of-Way

(See attached)

EXHIBIT "A"
LEGAL DESCRIPTION
ROAD DEDICATION–SKYLARK WAY

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE MERIDIAN, THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 6, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 21, 2009, IN BOOK 25 OF PARCEL MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF SKYLARK WAY (WIDTH VARIES) SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF SAID PARCEL 6;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY AND THE NORTHERLY LINE OF SAID PARCEL 6, SOUTH 89° 34' 00" EAST, 60.00 FEET, TO THE NORTHEASTERLY CORNER OF SAID PARCEL 6;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 6, SOUTH 00° 29' 13" WEST 348.77 FEET;

THENCE LEAVING SAID LINE, NORTH 89° 30' 47" WEST, 59.67 FEET, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 6;

THENCE ALONG SAID WESTERLY LINE, NORTH 00° 26' 18" EAST, 384.71 FEET, TO THE **POINT OF BEGINNING;**

CONTAINING 23,022 SQUARE FEET OR 0.5285 ACRES OF LAND MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

LICENSED LAND SURVEYOR
GARY K. LAMB
No. 6627
STATE OF CALIFORNIA

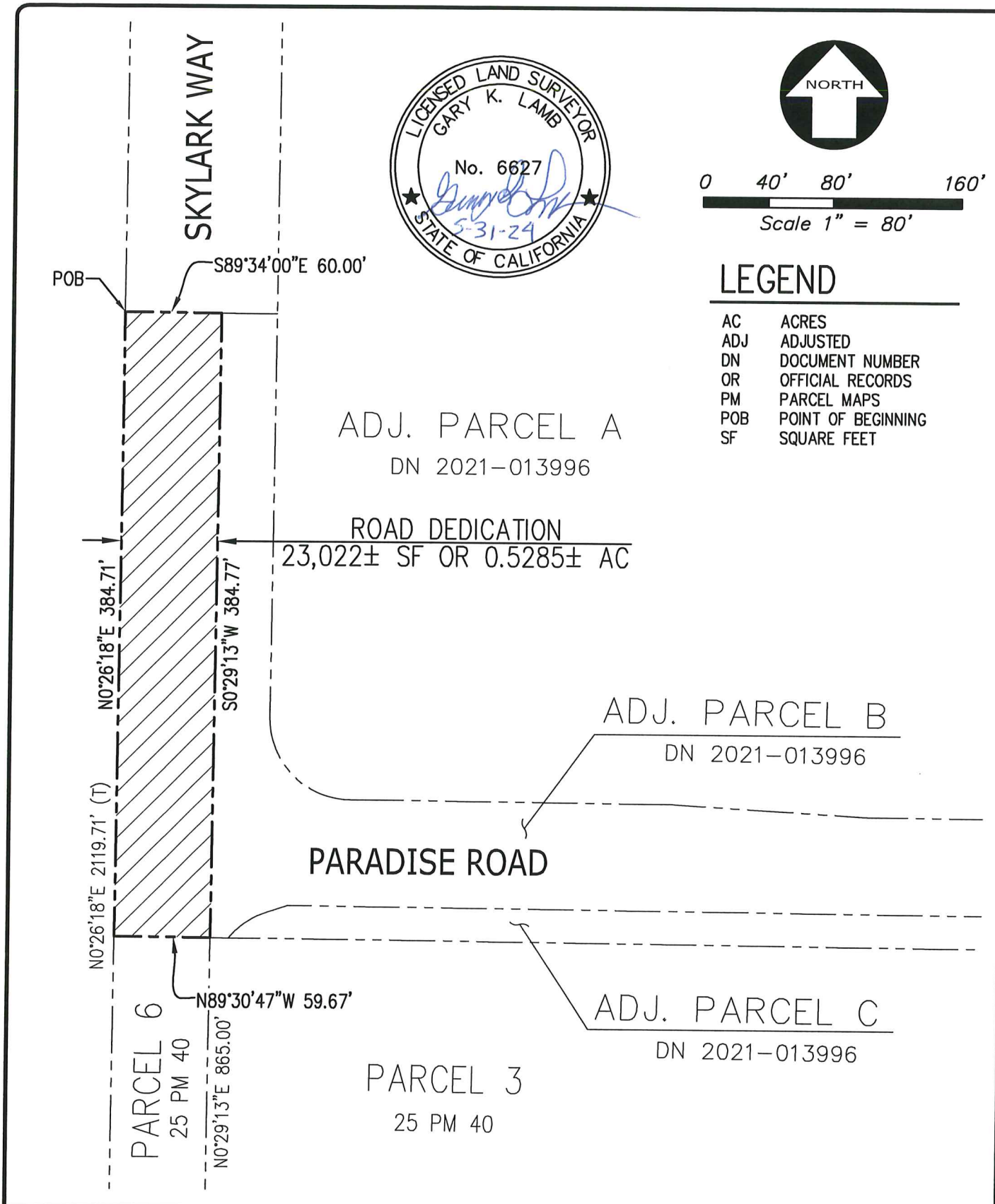
Gary K. Lamb

GARY K. LAMB, PLS 6627

5-31-24

DATE

Z:\2005\A05728-45\DOCS\SURVEY\LEGAL DESCRIPTIONS\ROAD DEDICATIONS\A05728-45-LD-ROAD-DED-SKYLARK.docx



LEGEND

AC	ACRES
ADJ	ADJUSTED
DN	DOCUMENT NUMBER
OR	OFFICIAL RECORDS
PM	PARCEL MAPS
POB	POINT OF BEGINNING
SF	SQUARE FEET

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION

TRACY, CALIFORNIA

DATE	MAY, 2024
SCALE	1" = 80'
BY	GKL
JOB NO.	A05728-45
SHEET	1 OF 1

Z:\2005\A05728-45\DWG\SURVEY\PLATS\ROAD DEDICATIONS\A05728-45-PD-ROAD-DED- SKYLARK.dwg 5-29-24 11:35:33 AM glamb

Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 12/18/2024 9:38:39 AM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: CLOSURE-BNDRY - CLOSURE-ROAD-DEDICATION-SKYLARK
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:2,096,967.8893' East:6,298,497.5941'

Segment# 1: Line
Course: S89° 34' 00"E Length: 60.00'
North: 2,096,967.4355' East: 6,298,557.5924'

Segment# 2: Line
Course: S0° 29' 13"W Length: 384.77'
North: 2,096,582.6794' East: 6,298,554.3224'

Segment# 3: Line
Course: N89° 30' 47"W Length: 59.67'
North: 2,096,583.1865' East: 6,298,494.6545'

Segment# 4: Line
Course: N0° 26' 18"E Length: 384.71'
North: 2,096,967.8853' East: 6,298,497.5977'

Perimeter: 889.15' Area: 23,022Sq.Ft.
Error Closure: 0.0054 Course: S41° 20' 08"E
Error North : -0.00403 East: 0.00354

Precision 1: 164,657.41

EF-502-A-R17-0522-39004162-1

BOE-502-A (P1) REV. 17 (05-22)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must **be filed with each conveyance in the County Recorder's office for the county where the property is located.**

Steve J. Bestolarides
Assessor-Recorder-County Clerk
San Joaquin County
44 N San Joaquin Street Suite 230
Stockton, CA 95202-3273
Telephone: (209) 468-2630
https://www.sjgov.org/department/assessor

NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE
(Make necessary corrections to the printed name and mailing address)

City of Tracy
Attn: April B.A. Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

ASSESSOR'S PARCEL NUMBER
A portion of 25002091

SELLER/TRANSFEROR
Prologis Amazon Tracy LLC

BUYER'S DAYTIME TELEPHONE NUMBER
( )

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY
1555 N. Chrisman Road, Tracy, CA

☐ YES ☑ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy. MO | DAY | YEAR

☐ YES ☑ NO Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME)

MAIL PROPERTY TAX INFORMATION TO (ADDRESS) | CITY | STATE | ZIP CODE

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO This section contains possible exclusions from reassessment for certain types of transfers.

☐ ☑ A. This transfer is solely between spouses *(addition or removal of a spouse, death of a spouse, divorce settlement, etc.)*.

☐ ☑ B. This transfer is solely between domestic partners currently registered with the California Secretary of State *(addition or removal of a partner, death of a partner, termination settlement, etc.)*.

☐ ☑ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) and grandchild(ren).
Was this the transferor/grantor's principal residence? ☐ YES ☐ NO

☐ ☑ * D. This transfer is the result of a cotenant's death. Date of death _____

☐ ☑ * E. This transaction is to replace a principal residence owned by a person 55 years of age or older.

☐ ☑ * F. This transaction is to replace a principal residence by a person who is severely disabled.

☐ ☑ * G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.

☐ ☑ H. This transaction is only a correction of the name(s) of the person(s) holding title to the property *(e.g., a name change upon marriage)*. If YES, please explain: _____

☐ ☑ I. The recorded document creates, terminates, or reconveys a lender's interest in the property.

☐ ☑ J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest *(e.g., cosigner)*. If YES, please explain: _____

☐ ☑ K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.

L. This is a transfer of property:

☐ ☑ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.

☐ ☑ 2. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.

☐ ☑ M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.

☐ ☑ N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.

☐ ☑ O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.

☐ ☑ * P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.

☑ ☐ Q. Other. This transfer is to vacate a portion of right-of-way

* Please refer to the instructions for Part 1. **Please provide any other information that will help the Assessor understand the nature of the transfer.**

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

EF-502-A-R17-0522-39004162

EF-502-A-R17-0522-39004162-2

BOE-502-A (P2) REV. 17 (05-22)

Check and complete as applicable.

PART 2. OTHER TRANSFER INFORMATION

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)

☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____

☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____

Original term in years *(including written options)*: _____ Remaining term in years *(including written options)*: _____

☑ Other. Please explain: vacation of portion of right-of-way

C. Only a partial interest in the property was transferred. ☐ YES ☑ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price $ 0.00

B. Cash down payment or value of trade or exchange excluding closing costs Amount $ 0.00

C. First deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ FHA (___Discount Points) ☐ Cal-Vet ☐ VA (___Discount Points) ☐ Fixed rate ☐ Variable rate

☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

D. Second deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☑ NO Outstanding balance $_____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price $_____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number:

☑ Direct from seller ☐ From a family member-Relationship _____

☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home

☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☐ Unimproved lot

☑ Other. Description: (i.e., timber, mineral, water rights, etc.) right-of-way ☐ Timeshare ☐ Commercial/Industrial

B. ☐ YES ☑ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: $_____ Incentives $ _____

C. ☐ YES ☑ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: $_____

☐ YES ☑ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. ☐ YES ☑ NO The property produces rental or other income.

If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____

E. The condition of the property at the time of sale was: ☑ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER ▶	DATE	TELEPHONE ( )
NAME OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.

EF-502-A-R17-0522-39004162

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars ($20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed a nd all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

> "**Beneficial interest**" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A "**cosigner**" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C. If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner,* form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

> **"Mortgage insurance"** is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

> **"Closing costs"** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

> A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

> An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.

EXHIBIT 7

RECORDING REQUESTED
BY AND WHEN
RECORDED MAIL TO:

City of Tracy
Attn: April B. A. Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space Above This Line For Recorder's Use

Portions of APN 25002096 and ADJ PCL B not assessed

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PROLOGIS, L.P., a Delaware limited partnership ("Grantor'')

hereby grant(s) to the

CITY OF TRACY, a Municipal corporation ("Grantee")

the fee interest of the herein described real property consisting of portions of Adjusted Parcel A and all of Adjusted Parcel B, Certificate of Compliance for Lot Line Adjustment, recorded January 25, 2021, Instrument No. 2021-013996, Official Records of San Joaquin County, California, as more particularly described and depicted in Exhibit A, attached hereto and made a part hereof (the "Right-of-Way"), for roadway purposes as offered in that certain Irrevocable Offer of Dedication of Fee Interest dated December 16, 2020 and recorded April 7, 2021 as Instrument No. 2021-061574 in the official records of San Joaquin County, California, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Right-of-Way as of the date hereof would show.

[Signature Page Follows]

MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Grantee is exempt from County Transfer Tax)

[Signature Page to Grant Deed]

Grantor:

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____
Name: Matthew Sims
Title: Vice President

Dated: 10/02/2025

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

State of California)
County of Alameda)

On 10/02/2025 before me, Amanda Walsh,
a Notary Public, personally appeared Matthew Sims,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature AWalsh (Seal)

JAS1 AMANDA WALSH
COMM. # 2518274
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
MY COMMISSION EXPIRES
APRIL 25, 2029 JAS1

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

_____ _____

City Clerk, City of Tracy, California Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

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

State of _____)

County of _____)

On _____, before me, _____,

a Notary Public, personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

Legal Description and Depiction of Right-of-Way

(See attached)

EXHIBIT "A"
LEGAL DESCRIPTION
ROAD DEDICATION NORTH CHRISMAN ROAD

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE MERIDIAN, AND BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL A, AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED JANUARY 1, 2021, AS DOCUMENT NO. 2021-013966, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY QUARTER CORNER OF SAID SECTION 22, THENCE ALONG THE NORTHERLY LINE OF SECTION 22, SOUTH 89° 33' 43" EAST, 100.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 0° 26' 26" WEST, 81.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GRANT LINE ROAD;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY, SOUTH 89° 33' 43" EAST, 180.00 FEET

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 89° 33' 43" EAST, 2260.62 FEET;

THENCE SOUTH 43° 43' 46" EAST, 45.80 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID COURSE, SOUTH 43° 43' 46" EAST, 20.40 FEET;

THENCE SOUTH 88° 41' 37" EAST, 17.00 FEET;

THENCE SOUTH 84° 39' 24" EAST, 22.93 FEET TO A POINT OF THE WESTERLY RIGHT OF WAY LINE OF NORTH CHRISMAN ROAD;

THENCE ALONG SAID WESTERLY LINE, SOUTH 01° 19' 00" WEST, 1167.11 FEET;

THENCE LEAVING SAID WESTERLY LINE, THE FOLLOWING EIGHT (8) COURSES:

1. NORTH 89° 30' 02" WEST, 43.43 FEET,
2. SOUTH 00° 29' 58" WEST, 15.00 FEET,
3. SOUTH 45° 28' 05" WEST, 4.21 FEET,
4. NORTH 00° 29' 53" EAST, 339.15 FEET,
5. ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08° 36' 39", AN ARC DISTANCE OF 42.08 FEET,

6. NORTH 09° 06' 32" EAST, 20.21 FEET,
7. ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08° 36' 39", AN ARC DISTANCE OF 37.57 FEET, AND
8. NORTH 00° 29' 53" EAST, 763.29 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 56,967 SQUARE FEET OR 1.3078 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

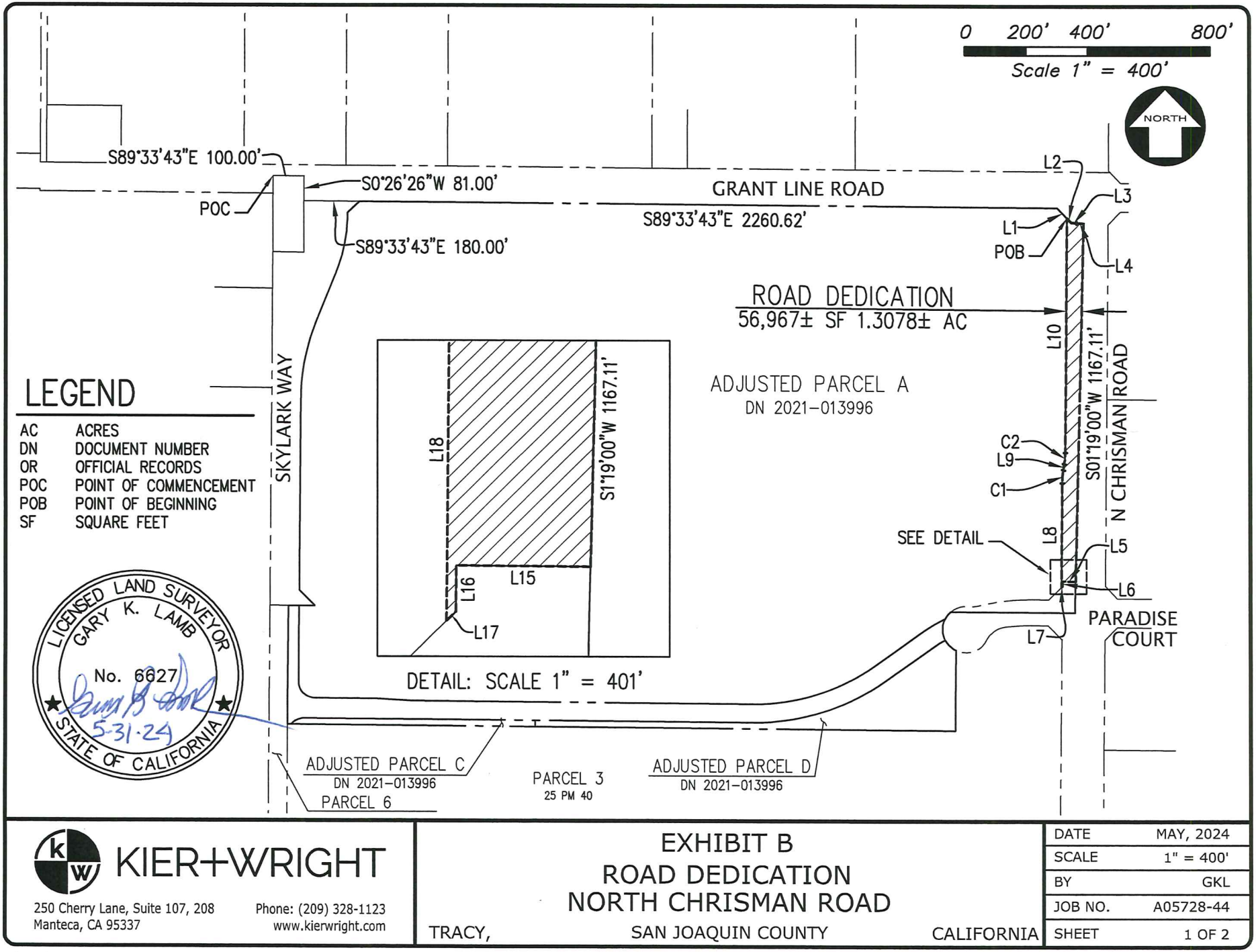
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.



GARY K. LAMB, PLS 6627

05-31-24
DATE



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT B
ROAD DEDICATION
NORTH CHRISMAN ROAD

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	MAY, 2024
SCALE	1" = 400'
BY	GKL
JOB NO.	A05728-44
SHEET	1 OF 2

Z:\2005\A05728-45\DWG\SURVEY\PLATS\ROAD DEDICATIONS\A05728-45-PD-ROAD-DED-CHRISMAN.dwg 5-31-24 02:38:19 PM glamb

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S43°43'46"E	45.80'
L2	S43°43'46"E	20.40'
L3	S88°41'37"E	17.00'
L4	S84°39'24"E	22.93'
L5	N89°30'02"W	43.43'
L6	S0°29'58"W	15.00'
L7	S45°28'05"W	4.21'
L8	N0°29'53"E	339.15'
L9	N9°06'32"E	20.21'
L10	N0°29'53"E	763.29'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	280.00'	8°36'39"	42.08'
C2	250.00'	8°36'39"	37.57'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT B
ROAD DEDICATION
NORTH CHRISMAN ROAD

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	MAY, 2024
SCALE	1" = 400'
BY	GKL
JOB NO.	A05728-44
SHEET	2 OF 2

Z:\2005\A05728-45\DWG\SURVEY\PLATS\ROAD DEDICATIONS\A05728-45-PD-ROAD-DED-CHRISMAN.dwg 5-29-24 03:01:06 PM glamb

EXHIBIT "A"
LEGAL DESCRIPTION
ROAD DEDICATION GRANT LINE ROAD

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE MERIDIAN, AND BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL A, AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED JANUARY 1, 2021, AS DOCUMENT NO. 2021-013966, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY QUARTER CORNER OF SAID SECTION 22, THENCE ALONG THE NORTHERLY LINE OF SECTION 22, SOUTH 89° 33' 43" EAST, 100.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 0° 26' 26" WEST, 81.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GRANT LINE ROAD;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY, SOUTH 89° 33' 43" EAST, 180.00 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY, SOUTH 89° 33' 43" EAST, 2260.62 FEET;

AND, SOUTH 43° 43' 46" EAST, 16.73 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY, NORTH 89° 33' 43" WEST, 1477.59 FEET;

THENCE NORTH 88° 41' 49" WEST, 794.78' TO THE **POINT OF BEGINNING**

CONTAINING 22,429 SQUARE FEET OR 0.5149 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

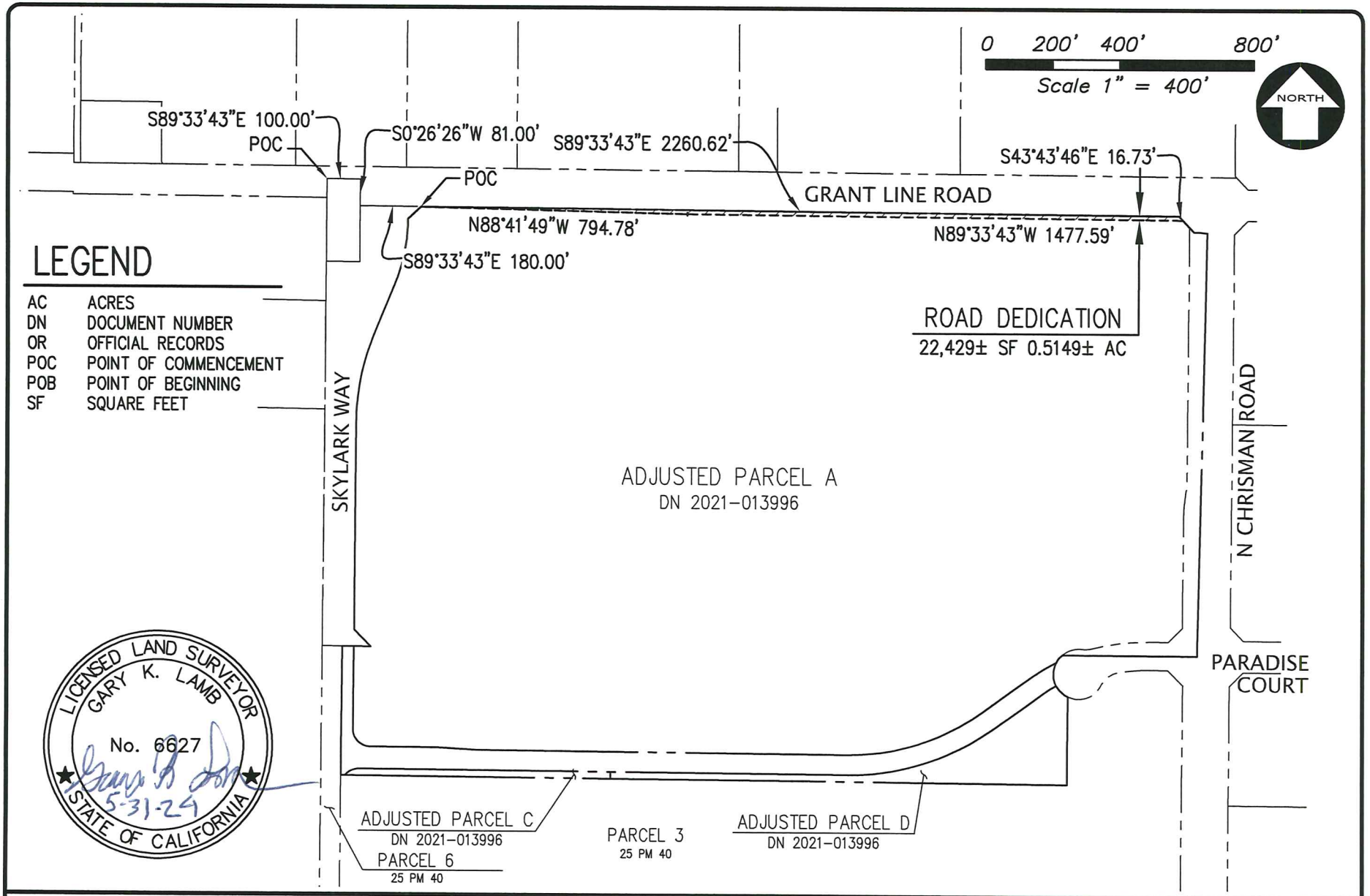
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

GARY K. LAMB, PLS 6627

5-31-24
DATE

LICENSED LAND SURVEYOR
GARY K. LAMB
No. 6627
STATE OF CALIFORNIA



LEGEND

AC	ACRES
DN	DOCUMENT NUMBER
OR	OFFICIAL RECORDS
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
SF	SQUARE FEET

LICENSED LAND SURVEYOR
GARY K. LAMB
No. 6627
5-31-24
STATE OF CALIFORNIA

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION GRANT LINE ROAD

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	MAY, 2024
SCALE	1" = 400'
BY	GKL
JOB NO.	A05728-44
SHEET	1 OF 1

Z:\2005\A05728-45\DWG\SURVEY\PLATS\DEDICATIONS\A05728-45-IOD-GRANT LINE.dwg 5-29-24 02:49:10 PM glamb

EXHIBIT "A"
LEGAL DESCRIPTION
ROAD DEDICATION – PARADISE ROAD

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE MERIDIAN, THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND BEING DESCRIBED AS FOLLOWS:

BEING ALL OF ADJUSTED PARCEL B, AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED JANUARY 1, 2021, AS DOCUMENT NO. 2021-013966, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF SKYLARK WAY (WIDTH VARIES), SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF PARCEL 6, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 21, 2009, IN BOOK 25 OF PARCEL MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY AND THE NORTHERLY LINE OF SAID PARCEL 6, SOUTH 89° 34' 00" EAST, 60.00 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY, SOUTH 89° 34' 00" EAST, 34.44 FEET

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING EIGHT (8) COURSES:

1. SOUTH 00° 26' 26" WEST, 248.38 FEET,
2. ALONG A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89° 57' 13", FOR AN ARC DISTANCE OF 78.50 FEET,
3. SOUTH 89° 30' 47" EAST, 200.25 FEET,
4. SOUTH 86° 39' 02" EAST, 120.15 FEET,
5. SOUTH 89° 30' 47" EAST, 1102.52 FEET,
6. ALONG A 673.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36° 00' 13", FOR AN ARC DISTANCE OF 422.90 FEET,
7. NORTH 54° 29' 00" EAST, 192.29 FEET, AND
8. ALONG A 547.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08° 32' 07", FOR AN ARC DISTANCE OF 81.49 FEET, TO A POINT ON THE RIGHT OF WAY OF PARADISE COURT.

THENCE ALONG SAID RIGHT OF WAY, ALONG A NON-TANGENT 75.00 FOOT RADOIS CURVE TO THE LEFT, THE CENTER BEARS SOUTH 62° 15' 36" EAST, THROUGH A CENTRAL ANGLE OF 55° 11' 27", FOR AN ARC DISTANCE OF 72.24 FEET;

THENCE LEAVING SAID RIGHT OF WAY THE FOLLOWING SIX (6) COURSES:

1. ALONG A NON-TANGENT 340.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER BEARS SOUTH 28° 32' 49" EAST, THROUGH A CENTRAL ANGLE OF 06° 58' 11", FOR AN ARC DISTANCE OF 41.36 FEET,
2. SOUTH 54° 29' 00" WEST, 191.71 FEET,
3. ALONG A 733.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 36° 00' 13", FOR AN ARC DISTANCE OF 460.60 FEET,
4. NORTH 89° 30' 47" WEST, 1,459.81 FEET;
5. SOUTH 72° 01' 13" WEST, 13.57 FEET, AND
6. ALONG A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32° 50' 03", FOR AN ARC DISTANCE OF 28.65 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 7 OF SAID MAP (25 PM 40).

THENCE ALONG SAID SOUTHERLY LINE, NORTH 89° 30' 47" WEST, 11.55 FEET, TO THE SOUTHWESTERLY CORNER OF SAID PAREL 7;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 7, NORTH 00° 29' 13" EAST, 384.77 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 145,215 SQUARE FEET OR 3.3337 ACRES OF LAND MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

LICENSED LAND SURVEYOR
GARY K. LAMB
No. 6627
STATE OF CALIFORNIA

Gary K Lamb

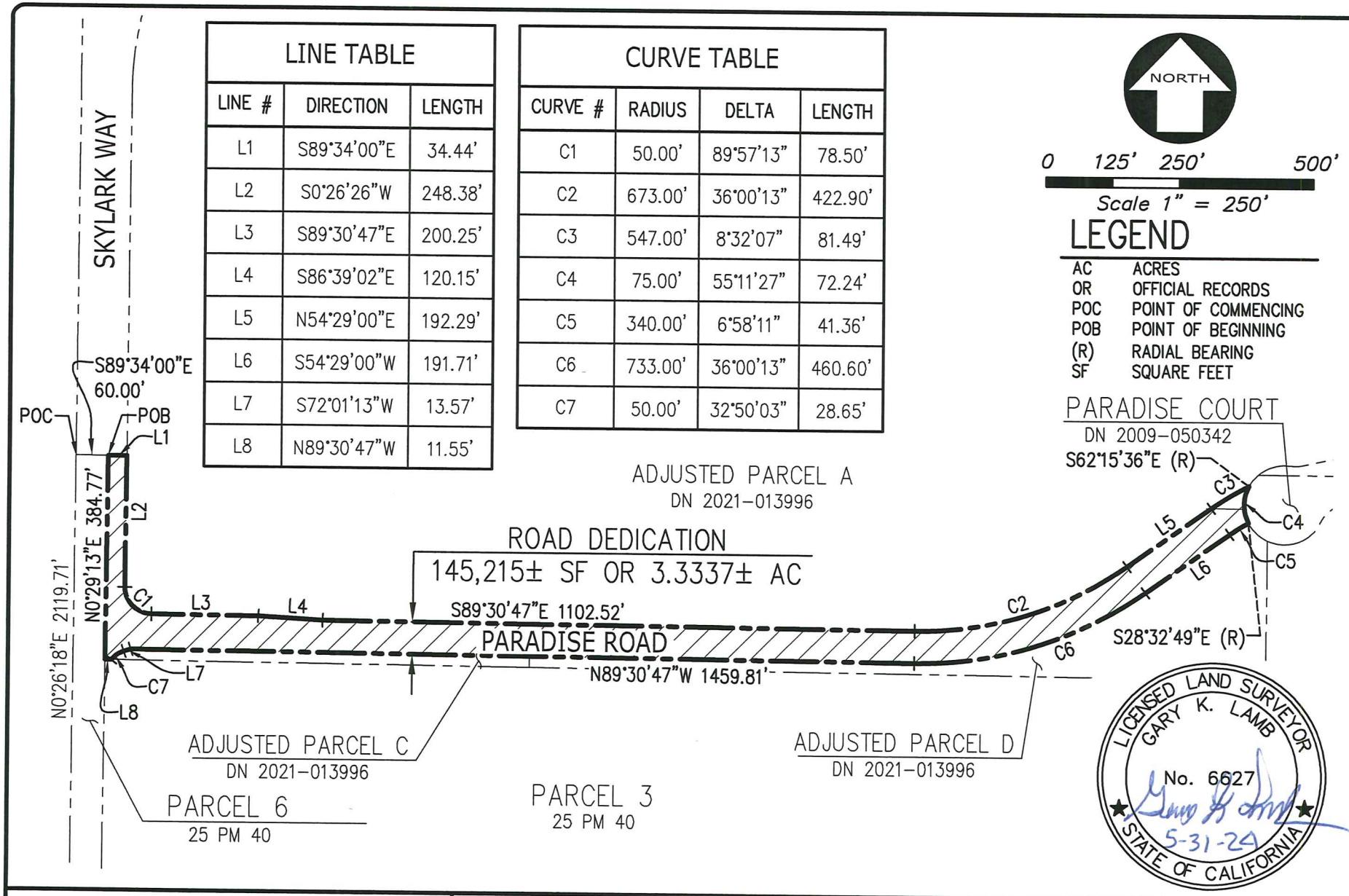
GARY K. LAMB, PLS 6627

5-31-24

DATE

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°34'00"E	34.44'
L2	S0°26'26"W	248.38'
L3	S89°30'47"E	200.25'
L4	S86°39'02"E	120.15'
L5	N54°29'00"E	192.29'
L6	S54°29'00"W	191.71'
L7	S72°01'13"W	13.57'
L8	N89°30'47"W	11.55'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	50.00'	89°57'13"	78.50'
C2	673.00'	36°00'13"	422.90'
C3	547.00'	8°32'07"	81.49'
C4	75.00'	55°11'27"	72.24'
C5	340.00'	6°58'11"	41.36'
C6	733.00'	36°00'13"	460.60'
C7	50.00'	32°50'03"	28.65'



LEGEND

AC	ACRES
OR	OFFICIAL RECORDS
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
(R)	RADIAL BEARING
SF	SQUARE FEET

LICENSED LAND SURVEYOR
GARY K. LAMB
No. 6627
5-31-24
STATE OF CALIFORNIA

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	FEBRUARY, 2024
SCALE	1" = 250'
BY	JF
JOB NO.	A05728-45
SHEET	1 OF 1

Z:\2005\A05728-45\DWG\SURVEY\PLATS\ROAD DEDICATIONS\A05728-45-PD-ROAD-DED-PARADISE.dwg 5-29-24 11:44:11 AM glamb

Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 12/18/2024 10:31:47 AM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: CLOSURE-BNDRY - CLOSURE-ROAD-DED-PARADISE
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:2,100,191.9519' East:6,299,368.8869'

Segment# 1: Line
Course: S89° 34' 00"E Length: 34.44'
North: 2,100,191.6914' East: 6,299,403.3259'

Segment# 2: Line
Course: S0° 26' 26"W Length: 248.38'
North: 2,099,943.3187' East: 6,299,401.4161'

Segment# 3: Curve
Length: 78.50' Radius: 50.00'
Delta: 89° 57' 14" Tangent: 49.96'
Chord: 70.68' Course: S44° 32' 11"E
Course In: S89° 33' 34"E Course Out: S0° 29' 12"W
RP North: 2,099,942.9343' East: 6,299,451.4146'
End North: 2,099,892.9361' East: 6,299,450.9899'

Segment# 4: Line
Course: S89° 30' 47"E Length: 200.25'
North: 2,099,891.2342' East: 6,299,651.2327'

Segment# 5: Line
Course: S86° 39' 02"E Length: 120.15'
North: 2,099,884.2144' East: 6,299,771.1774'

Segment# 6: Line
Course: S89° 30' 47"E Length: 1,102.52'
North: 2,099,874.8444' East: 6,300,873.6576'

Segment# 7: Curve
Length: 422.90' Radius: 673.00'

Delta: 36° 00' 13"
Tangent: 218.69'
Chord: 415.98'
Course: N72° 29' 07"E
Course In: N0° 29' 13"E
Course Out: S35° 31' 00"E
RP North: 2,100,547.8201'
East: 6,300,879.3772'
End North: 2,100,000.0341'
East: 6,301,270.3497'

Segment# 8: Line
Course: N54° 29' 00"E
Length: 192.29'
North: 2,100,111.7430'
East: 6,301,426.8635'

Segment# 9: Curve
Length: 81.49'
Radius: 547.00'
Delta: 8° 32' 08"
Tangent: 40.82'
Chord: 81.41'
Course: N58° 45' 03"E
Course In: S35° 31' 00"E
Course Out: N26° 58' 53"W
RP North: 2,099,666.5142'
East: 6,301,744.6375'
End North: 2,100,153.9754'
East: 6,301,496.4630'

Segment# 10: Curve
Length: 72.24'
Radius: 75.00'
Delta: 55° 11' 27"
Tangent: 39.20'
Chord: 69.48'
Course: S0° 08' 41"W
Course In: S62° 15' 36"E
Course Out: S62° 32' 57"W
RP North: 2,100,119.0659'
East: 6,301,562.8432'
End North: 2,100,084.4919'
East: 6,301,496.2877'

Segment# 11: Curve
Length: 41.36'
Radius: 340.00'
Delta: 6° 58' 11"
Tangent: 20.71'
Chord: 41.33'
Course: S57° 58' 05"W
Course In: S28° 32' 49"E
Course Out: N35° 31' 00"W
RP North: 2,099,785.8271'
East: 6,301,658.7664'
End North: 2,100,062.5689'
East: 6,301,461.2469'

Segment# 12: Line
Course: S54° 29' 00"W
Length: 191.71'
North: 2,099,951.1970'
East: 6,301,305.2052'

Segment# 13: Curve
Length: 460.60'
Radius: 733.00'
Delta: 36° 00' 13"
Tangent: 238.19'
Chord: 453.06'
Course: S72° 29' 07"W
Course In: N35° 31' 00"W
Course Out: S0° 29' 13"W
RP North: 2,100,547.8198'
East: 6,300,879.3764'

End North: 2,099,814.8463' East: 6,300,873.1469'

Segment# 14: Line
Course: N89° 30' 47"W Length: 1,459.81'
North: 2,099,827.2527' East: 6,299,413.3896'

Segment# 15: Line
Course: S72° 01' 13"W Length: 13.57'
North: 2,099,823.0639' East: 6,299,400.4823'

Segment# 16: Curve
Length: 28.65' Radius: 50.00'
Delta: 32° 50' 03" Tangent: 14.73'
Chord: 28.26' Course: S55° 36' 11"W
Course In: S17° 58' 47"E Course Out: N50° 48' 50"W
RP North: 2,099,775.5056' East: 6,299,415.9163'
End North: 2,099,807.0977' East: 6,299,377.1614'

Segment# 17: Line
Course: N89° 30' 47"W Length: 11.55'
North: 2,099,807.1959' East: 6,299,365.6118'

Segment# 18: Line
Course: N0° 29' 13"E Length: 384.77'
North: 2,100,191.9520' East: 6,299,368.8818'

Perimeter: 5,145.18' Area: 145,215Sq.Ft.
Error Closure: 0.0050 Course: N88° 45' 56"W
Error North : 0.00011 East: -0.00503

Precision 1: 1,029,036.00

EF-502-A-R17-0522-39004158-1

BOE-502-A (P1) REV. 17 (05-22)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must **be filed with each conveyance in the County Recorder's office for the county where the property is located.**

Steve J. Bestolarides
Assessor-Recorder-County Clerk
San Joaquin County
44 N San Joaquin Street Suite 230
Stockton, CA 95202-3273
Telephone: (209) 468-2630
https://www.sjgov.org/department/assessor

NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE
(Make necessary corrections to the printed name and mailing address)

City of Tracy
Attention: April B.A. Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

ASSESSOR'S PARCEL NUMBER
A portion of 25002096; ADJ PCL B not assessed

SELLER/TRANSFEROR
Prologis, L.P.

BUYER'S DAYTIME TELEPHONE NUMBER
( )

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY
1500 E. Grant Line Road, Tracy, CA

☐ YES ☑ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO	DAY	YEAR

☐ YES ☑ NO Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME)

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)	CITY	STATE	ZIP CODE

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO This section contains possible exclusions from reassessment for certain types of transfers.

☐ ☑ A. This transfer is solely between spouses *(addition or removal of a spouse, death of a spouse, divorce settlement, etc.)*.

☐ ☑ B. This transfer is solely between domestic partners currently registered with the California Secretary of State *(addition or removal of a partner, death of a partner, termination settlement, etc.)*.

☐ ☑ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) and grandchild(ren).
Was this the transferor/grantor's principal residence? ☐ YES ☐ NO

☐ ☑ * D. This transfer is the result of a cotenant's death. Date of death _____

☐ ☑ * E. This transaction is to replace a principal residence owned by a person 55 years of age or older.

☐ ☑ * F. This transaction is to replace a principal residence by a person who is severely disabled.

☐ ☑ * G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.

☐ ☑ H. This transaction is only a correction of the name(s) of the person(s) holding title to the property *(e.g., a name change upon marriage)*. If YES, please explain: _____

☐ ☑ I. The recorded document creates, terminates, or reconveys a lender's interest in the property.

☐ ☑ J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest *(e.g., cosigner)*. If YES, please explain: _____

☐ ☑ K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.

L. This is a transfer of property:

☐ ☑ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.

☐ ☑ 2. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.

☐ ☑ M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.

☐ ☑ N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.

☐ ☑ O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.

☐ ☑ * P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.

☑ ☐ Q. Other. This transfer is to grant of right-of-way for roadway purposes

* Please refer to the instructions for Part 1. **Please provide any other information that will help the Assessor understand the nature of the transfer.**

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

EF-502-A-R17-0522-39004158

EF-502-A-R17-0522-39004158-2

BOE-502-A (P2) REV. 17 (05-22)

Check and complete as applicable.

PART 2. OTHER TRANSFER INFORMATION

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)

☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____

☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____

Original term in years *(including written options)*: _____ Remaining term in years *(including written options)*: _____

☑ Other. Please explain: grant of right-of-way for roadway purposes

C. Only a partial interest in the property was transferred. ☐ YES ☑ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price $ 0.00

B. Cash down payment or value of trade or exchange excluding closing costs Amount $ 0.00

C. First deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ FHA (___Discount Points) ☐ Cal-Vet ☐ VA (___Discount Points) ☐ Fixed rate ☐ Variable rate

☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

D. Second deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☑ NO Outstanding balance $_____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price $_____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number:

☑ Direct from seller ☐ From a family member-Relationship _____

☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home

☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☐ Unimproved lot

☑ Other. Description: (i.e., timber, mineral, water rights, etc.) ☐ Timeshare ☐ Commercial/Industrial

right-of-way

B. ☐ YES ☑ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: $_____ Incentives $ _____

C. ☐ YES ☑ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: $_____

☐ YES ☑ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. ☐ YES ☑ NO The property produces rental or other income.

If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____

E. The condition of the property at the time of sale was: ☑ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER ▶	DATE	TELEPHONE ( )
NAME OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.

EF-502-A-R17-0522-39004158

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars ($20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed a nd all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

> "**Beneficial interest**" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A "**cosigner**" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C. If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner,* form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

> **"Mortgage insurance"** is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

> **"Closing costs"** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

> A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

> An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.

EXHIBIT 8

RECORDING REQUESTED
BY AND WHEN
RECORDED MAIL TO:

City of Tracy
Attn: April B.A. Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space Above This Line For Recorder's Use

Portions of APN 25002096

This document is exempt from the payment of a recording fee pursuant to Government Code§ 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

GRANT DEED

Public Utility Easement

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PROLOGIS, L.P., a Delaware limited partnership ("Grantor'')

hereby grant(s) to the

CITY OF TRACY, a Municipal corporation ("Grantee")

a public utility easement consisting of a total of approximately 1.7623 acres, more or less, on, over, under and across a portion of Grantor's property, for the installation and maintenance of certain below-grade public utilities by the Grantee, which is more particularly described and depicted in **Exhibit A** (the "Public Utility Easement"), and which Public Utility Easement is subject to the additional terms, provisions and restrictions set forth in **Exhibit B** attached hereto and made a part hereof, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the property as of the date hereof would show.

[Signature Page Follows]

MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Grantee is exempt from County Transfer Tax)

[Signature Page to Grant Deed]

Grantor:

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____
Name: MATTHEW SIMS
Title: VICE PRESIDENT

Dated: 10/02/2025

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

State of California)
County of Alameda)

On October 2, 2025, before me, Amanda Walsh, notary public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature A Walsh (Seal)

JAS1 AMANDA WALSH COMM. # 2518274 NOTARY PUBLIC • CALIFORNIA ALAMEDA COUNTY MY COMMISSION EXPIRES APRIL 25, 2029 JAS1

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

_____ _____

City Clerk, City of Tracy, California Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

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

State of California)

County of _____)

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

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A
Legal Descriptions and Depictions of
Public Utility Easement

(See attached)

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT – SKYLARK WAY SOUTH
OVER SKYLARK WAY, 2021-013996 OR

BEING THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE, THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALSO BEING A PORTION OF SKYLARK WAY AS SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED JANUARY 25, 2021, AS DOCUMENT NO. 2021-013996, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID SKYLARK WAY, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF PARCEL 4, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 21, 2009, IN BOOK 25 OF PARCEL MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SKYLARK WAY, AND NORTHERLY LINE OF SAID PARCEL 4, SOUTH 89° 34' 00" EAST, 94.44 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00° 26' 26" EAST, 49.95 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SKYLARK WAY;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SKYLARK WAY, SOUTH 44° 30' 11" EAST, 14.16 FEET;

THENCE LEAVING SAID LINE, SOUTH 00° 26' 26" WEST, 39.93 FEET, TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF SKYLARK WAY.

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89° 34' 00" WEST, 10.00, TO THE **POINT OF BEGINNING.**

CONTAINING 449 SQUARE FEET OR 0.0103 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

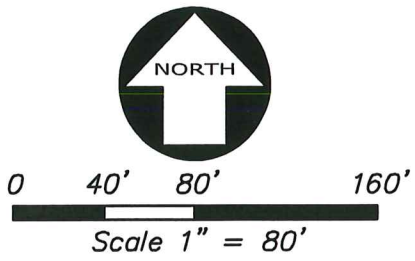
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

GARY K. LAMB, PLS 6627

4-9-24
DATE

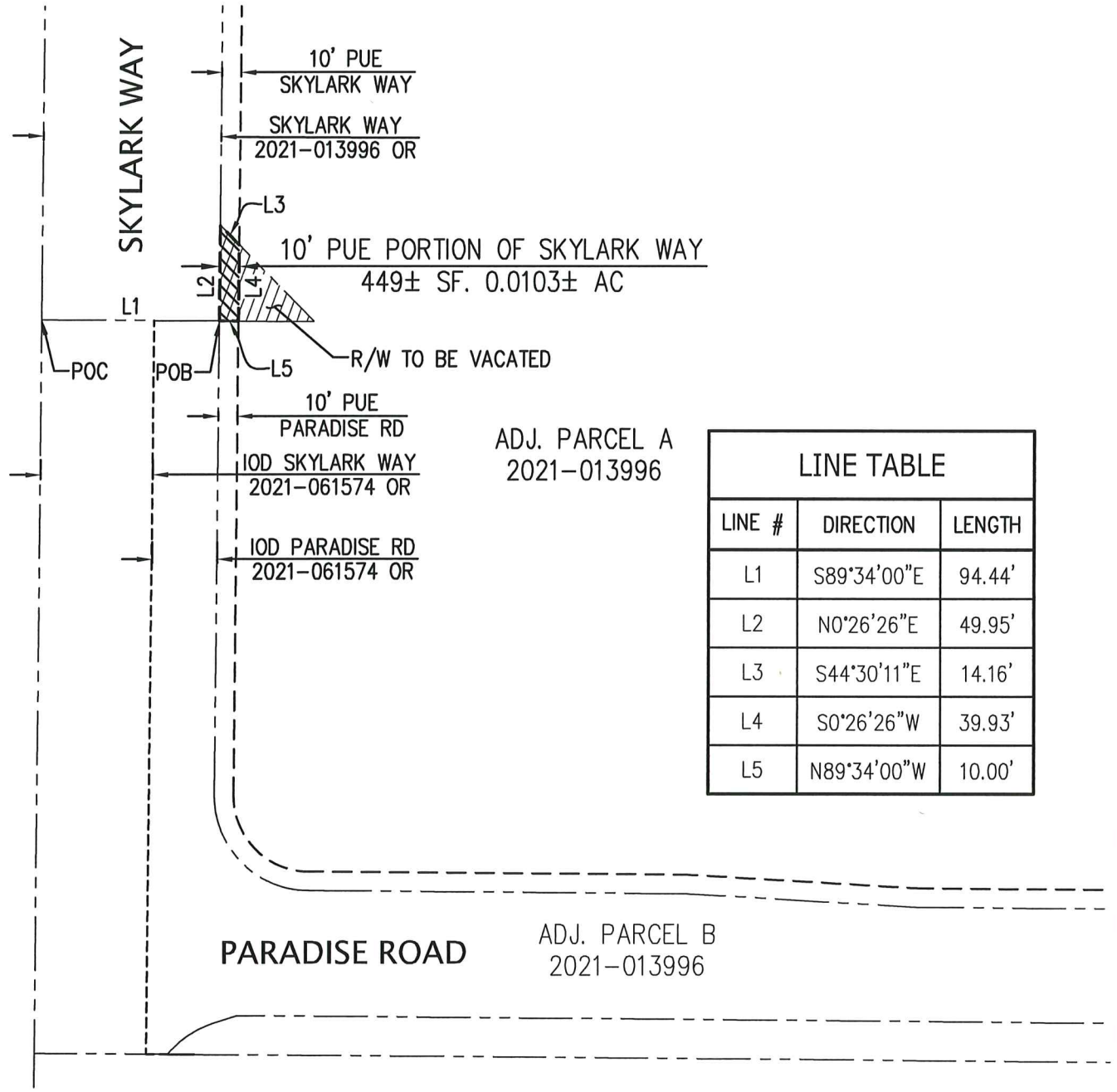




LEGEND

AC	ACRES
ADJ	ADJUSTED
IOD	IRREVOCABLE OFFER OF DEDICATION
OR	OFFICIAL RECORDS
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
(R)	RADIAL BEARING
SF	SQUARE FEET





LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°34'00"E	94.44'
L2	N0°26'26"E	49.95'
L3	S44°30'11"E	14.16'
L4	S0°26'26"W	39.93'
L5	N89°34'00"W	10.00'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT
ADJUSTED PARCEL A
2021-013996 OR
TRACY, CALIFORNIA

DATE	APRIL, 2024
SCALE	1" = 80'
BY	GKL
JOB NO.	A05728-45
SHEET	1 OF 1

Z:\2005\A05728-45\DWG\SURVEY\PLATS\PUE's\A05728-45-PD-PUE-SKYLARK-SOUTH.dwg 4-08-24 10:25:26 AM glamb

Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 4/5/2024 2:57:44 PM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: CLOSURE-ESMT - CLOSURE-PUE SKYLARK-SOUTH
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:2,096,978.5344' East:6,299,951.0044'

Segment# 1: Line
Course: N0° 26' 26"E Length: 49.95'
North: 2,097,028.4829' East: 6,299,951.3884'

Segment# 2: Line
Course: S44° 30' 11"E Length: 14.16'
North: 2,097,018.3838' East: 6,299,961.3139'

Segment# 3: Line
Course: S0° 26' 26"W Length: 39.93'
North: 2,096,978.4550' East: 6,299,961.0068'

Segment# 4: Line
Course: N89° 34' 00"W Length: 10.00'
North: 2,096,978.5307' East: 6,299,951.0071'

Perimeter: 114.03' Area: 449Sq.Ft.
Error Closure: 0.0047 Course: S36° 06' 07"E
Error North : -0.00376 East: 0.00274

Precision 1: 24,263.83

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT – PARADISE CT NORTH
OVER ADJUSTED PARCEL A, 2021-013996 OR

BEING THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE, THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL A, AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT (LLA NO. MS20-0013), RECORDED JANUARY 25, 2021, AS DOCUMENT NO. 2021-013996, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE SOUTHWESTERLY CORNER OF NORTH CHRISMAN ROAD (WIDTH VARIES), AS DESCRIBED IN THAT CERTAIN IRREVOCABLE OFFER OF DEDICATION, RECORDED, APRIL 7, 2021, AS DOCUMENT NO. 2021-061574, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID POINT ALSO BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PARADISE COURT (WIDTH VARIES)), AS DESCRIBED IN THAT CERTAIN IRREVOCABLE OFFER OF DEDICATION, RECORDED, OCTOBER 8, 2009, AS DOCUMENT NO. 2009-147583, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 45° 29' 35" WEST, 14.14 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING THREE (3) COURSES:

1) SOUTH 45° 29' 35" WEST, 45.38 FEET,
2) NORTH 89° 33' 47" WEST, 55.04 FEET, AND
3) ALONG A 692.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10° 52' 23", AN ARC DISTANCE OF 131.32 FEET, TO A POINT OF COMPOUND CURVATURE.

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, AND RETURNING TO SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG A NON-TANGENT 547.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 10° 38' 43" EAST, THROUGH A CENTRAL ANGLE OF 16° 20' 10", AN ARC DISTANCE OF 155.96 FEET;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG A NON-TANGENT 75.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 62° 03' 33" EAST, THROUGH A CENTRAL ANGLE OF 16° 24' 06", AN ARC DISTANCE OF 21.47 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES:

1) ALONG A NON-TANGENT 557.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 25° 01' 04" EAST, THROUGH A CENTRAL ANGLE OF 14° 22' 27", AN ARC DISTANCE OF 139.74 FEET, TO A POINT OF COMPOUND CURVATURE,

2) ALONG A NON-TANGENT 702.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 10° 26' 16" EAST, THROUGH A CENTRAL ANGLE OF 10° 52' 29", AN ARC DISTANCE OF 133.24 FEET,

3) SOUTH 89° 33' 47" EAST, 50.90 FEET,

4) NORTH 45° 29' 35" EAST, 51.25 FEET, AND

5) SOUTH 0° 29' 53" WEST, 14.14 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 3,824 SQUARE FEET OR 0.0878 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

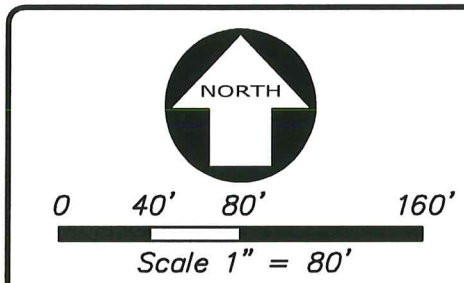


Gary K. Lamb

GARY K. LAMB, PLS 6627

1-9-24

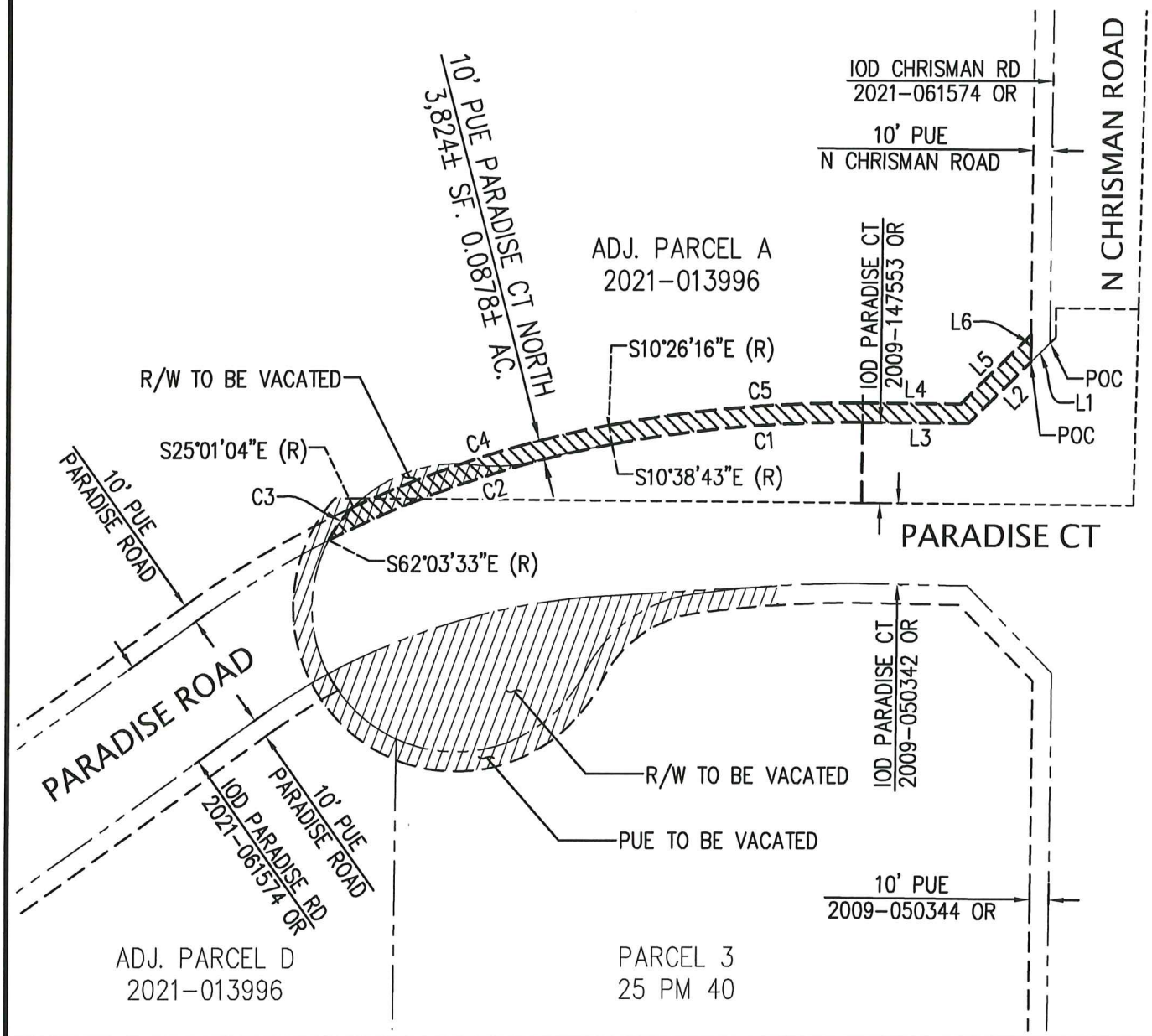
DATE



LEGEND

AC	ACRES
ADJ	ADJUSTED
IOD	IRREVOCABLE OFFER OF DEDICATION
OR	OFFICIAL RECORDS
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
(R)	RADIAL BEARING
SF	SQUARE FEET





KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT
ADJUSTED PARCEL A
2021-013996 OR
TRACY, CALIFORNIA

DATE	APRIL, 2024
SCALE	1" = 80'
BY	GKL
JOB NO.	A05728-45
SHEET	1 OF 2

Z:\2005\A05728-45\DWG\SURVEY\PLATS\PUE's\A05728-45-PD-PUE-PARADISE-CT-NORTH.dwg 4-09-24 03:10:05 PM glamb

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S45°29'35"W	14.14'
L2	S45°29'35"W	45.38'
L3	N89°33'47"W	55.04'
L4	S89°33'47"E	50.90'
L5	N45°29'35"E	51.25'
L6	S0°29'53"W	14.14'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	692.00'	10°52'23"	131.32'
C2	547.00'	16°20'10"	155.96'
C3	75.00'	16°24'06"	21.47'
C4	557.00'	14°22'27"	139.74'
C5	702.00'	10°52'29"	133.24'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT
ADJUSTED PARCEL A
2021-013996 OR
TRACY, CALIFORNIA

DATE	APRIL, 2024
SCALE	1" = 80'
BY	GKL
JOB NO.	A05728-45
SHEET	2 OF 2

Z:\2005\A05728-45\DWG\SURVEY\PLATS\PUE's\A05728-45-PD-PUE-PARADISE-CT-NORTH.dwg 4-09-24 01:55:18 PM glamb

Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 4/5/2024 3:37:56 PM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: CLOSURE-ESMT - CLOSURE-PUE-PARADISE CT-NORTH
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:2,097,146.4937' East:6,302,485.8391'

Segment# 1: Line
Course: S45° 29' 35"W Length: 45.38'
North: 2,097,114.6825' East: 6,302,453.4756'

Segment# 2: Line
Course: N89° 33' 47"W Length: 55.04'
North: 2,097,115.1022' East: 6,302,398.4372'

Segment# 3: Curve
Length: 131.32' Radius: 692.00'
Delta: 10° 52' 23" Tangent: 65.86'
Chord: 131.13' Course: S85° 00' 01"W
Course In: S0° 26' 13"W Course Out: N10° 26' 10"W
RP North: 2,096,423.1223' East: 6,302,393.1600'
End North: 2,097,103.6749' East: 6,302,267.8118'

Segment# 4: Curve
Length: 155.96' Radius: 547.00'
Delta: 16° 20' 10" Tangent: 78.51'
Chord: 155.43' Course: S71° 11' 12"W
Course In: S10° 38' 43"E Course Out: N26° 58' 53"W
RP North: 2,096,566.0890' East: 6,302,368.8580'
End North: 2,097,053.5502' East: 6,302,120.6836'

Segment# 5: Curve
Length: 21.47' Radius: 75.00'
Delta: 16° 24' 06" Tangent: 10.81'
Chord: 21.40' Course: N36° 08' 30"E
Course In: S62° 03' 33"E Course Out: N45° 39' 27"W
RP North: 2,097,018.4082' East: 6,302,186.9409'

End North: 2,097,070.8292' East: 6,302,133.3029'

Segment# 6: Curve
Length: 139.74' Radius: 557.00'
Delta: 14° 22' 27" Tangent: 70.24'
Chord: 139.37' Course: N72° 10' 10"E
Course In: S25° 01' 04"E Course Out: N10° 38' 36"W
RP North: 2,096,566.0888' East: 6,302,368.8579'
End North: 2,097,113.5061' East: 6,302,265.9829'

Segment# 7: Curve
Length: 133.24' Radius: 702.00'
Delta: 10° 52' 29" Tangent: 66.82'
Chord: 133.04' Course: N84° 59' 59"E
Course In: S10° 26' 16"E Course Out: N0° 26' 13"E
RP North: 2,096,423.1227' East: 6,302,393.1626'
End North: 2,097,125.1023' East: 6,302,398.5161'

Segment# 8: Line
Course: S89° 33' 47"E Length: 50.90'
North: 2,097,124.7141' East: 6,302,449.4146'

Segment# 9: Line
Course: N45° 29' 35"E Length: 51.25'
North: 2,097,160.6401' East: 6,302,485.9643'

Segment# 10: Line
Course: S0° 29' 53"W Length: 14.14'
North: 2,097,146.5007' East: 6,302,485.8414'

Perimeter: 798.44' Area: 3,824Sq.Ft.
Error Closure: 0.0074 Course: N18° 32' 39"E
Error North : 0.00699 East: 0.00234

Precision 1: 107,897.30

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT – PARADISE ROAD
OVER ADJUSTED PARCEL A, 2021-013996 OR

BEING THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE, THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALSO BEING A PORTION OF PARCELS 7, 8, AND 9, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 21, 2009, IN BOOK 25 OF PARCEL MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DESCRIBED AS FOLLOWS:

ALSO BEING A PORTION OF ADJUSTED PARCEL A, AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT (LLA NO. MS20-0013), RECORDED JANUARY 25, 2021, AS DOCUMENT NO. 2021-013996, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY OF SKYLARK WAY, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF PARCEL 4, AS SHOWN ON SAID PARCEL MAP (25 M 40);

THENCE ALONG SAID RIGHT OF WAY AND THE NORTHERLY LINE OF SAID PARCELS 4 AND 9, SOUTH 89° 34' 00" EAST, 94.44 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PARCEL 9, SOUTH 89° 34' 00" EAST, 10.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE THE FOLLOWING EIGHT (8) COURSES:

1. SOUTH 00° 26' 26" WEST, 248.38 FEET TO THE BEGINNING OF CURVE TO THE LEFT,
2. ALONG A 40.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89° 57' 13", AN ARC DISTANCE OF 62.80 FEET,
3. SOUTH 89° 30' 47" EAST, 200.50 FEET,
4. SOUTH 86° 39' 02" EAST, 120.15 FEET,
5. SOUTH 89° 30' 47" EAST, 1102.27 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
6. ALONG A 663.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36° 00' 13", FOR AN ARC DISTANCE OF 416.62 FEET,
7. NORTH 54° 29' 00" EAST, 192.29 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, AND
8. ALONG A 557.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10° 29' 56", AN ARC DISTANCE OF 102.07 FEET TO A POINT ON THE RIGHT OF WAY OF PARADISE COURT.

THENCE ALONG SAID RIGHT OF WAY AND ALONG A NON-TANGENT 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 45° 39' 27" EAST, THROUGH A CENTRAL ANGLE OF 16° 24' 06", AN ARC DISTANCE OF 21.47 FEET.

THENCE LEAVING SAID RIGHT OF WAY THE FOLLOWING EIGHT (8) COURSES:

1. ALONG A NON-TANGENT 547.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 26° 58' 53" EAST, THROUGH A CENTRAL ANGLE OF 08° 32' 07", FOR AN ARC DISTANCE OF 81.49 FEET,

2. SOUTH 54° 29' 00" WEST, 192.29 FEET,

3. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 673.00 FEET, THROUGH A CENTRAL ANGLE OF 36° 00' 13", FOR AN ARC DISTANCE OF 422.90 FEET,

4. NORTH 89° 30' 47" WEST, 1102.52 FEET,

5. NORTH 86° 39' 02" WEST, 120.15 FEET,

6. NORTH 89° 30' 47" WEST, 200.25 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,

7. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 89° 57' 13", FOR AN ARC DISTANCE OF 78.50 FEET, AND

8. NORTH 00° 26' 26" EAST, 248.38 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 24,488 SQUARE FEET OR 0.5612 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

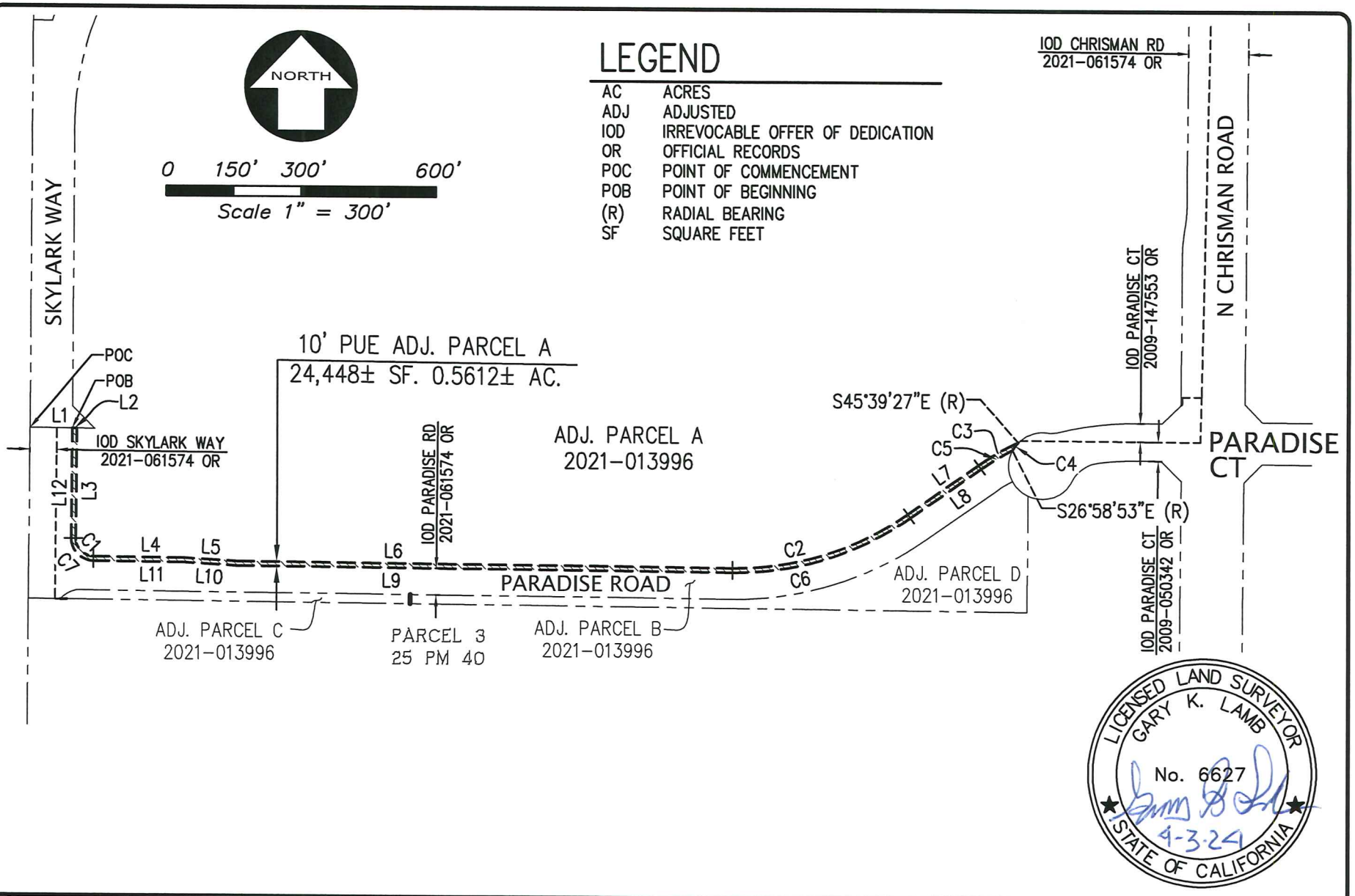
LICENSED LAND SURVEYOR
GARY K. LAMB
No. 6627
STATE OF CALIFORNIA

Gary K. Lamb

GARY K. LAMB, PLS 6627

4-3-24

DATE



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT
ADJUSTED PARCEL A 2021-013996 OR

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	APRIL, 2024
SCALE	1" = 300'
BY	GKL
JOB NO.	A05728-45
SHEET	1 OF 1

Z:\2005\A05728-45\DWG\SURVEY\PLATS\PUE's\A05728-45-PD-PUE-PARCEL A.dwg 4-01-24 10:18:43 AM glamb

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°34'00"E	94.44'
L2	S89°34'00"E	10.00'
L3	S0°26'26"W	248.38'
L4	S89°30'47"E	200.50'
L5	S86°39'02"E	120.15'
L6	S89°30'47"E	1102.27'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L7	N54°29'00"E	192.29'
L8	S54°29'00"W	192.29'
L9	N89°30'47"W	1102.52'
L10	N86°39'02"W	120.15'
L11	N89°30'47"W	200.25'
L12	N0°26'26"E	248.38'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	40.00'	89°57'13"	62.80'
C2	663.00'	36°00'13"	416.62'
C3	557.00'	10°29'56"	102.07'
C4	75.00'	16°24'06"	21.47'
C5	547.00'	8°32'07"	81.49'
C6	673.00'	36°00'13"	422.90'
C7	50.00'	89°57'13"	78.50'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT
ALONG PARADISE ROAD

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	APRIL, 2024
SCALE	NONE
BY	GKL
JOB NO.	A05728-45
SHEET	2 OF 2

Z:\2005\A05728-45\DWG\SURVEY\PLATS\PUE's\A05728-45-PD-PUE-PARCEL A.dwg 4-01-24 10:19:09 AM glamb

Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 4/1/2024 8:55:53 AM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: CLOSURE-ESMT - CLOSURE-PUE-PARCEL A
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:2,096,969.4712' East:6,306,323.6173'

Segment# 1: Line
Course: S89° 34' 00"E Length: 10.00'
North: 2,096,969.3956' East: 6,306,333.6170'

Segment# 2: Line
Course: S0° 26' 26"W Length: 248.38'
North: 2,096,721.0230' East: 6,306,331.7072'

Segment# 3: Curve
Length: 62.80' Radius: 40.00'
Delta: 89° 57' 13" Tangent: 39.97'
Chord: 56.55' Course: S44° 32' 10"E
Course In: S89° 33' 34"E Course Out: S0° 29' 13"W
RP North: 2,096,720.7154' East: 6,306,371.7060'
End North: 2,096,680.7168' East: 6,306,371.3660'

Segment# 4: Line
Course: S89° 30' 47"E Length: 200.50'
North: 2,096,679.0129' East: 6,306,571.8588'

Segment# 5: Line
Course: S86° 39' 02"E Length: 120.15'
North: 2,096,671.9930' East: 6,306,691.8036'

Segment# 6: Line
Course: S89° 30' 47"E Length: 1,102.27'
North: 2,096,662.6252' East: 6,307,794.0338'

Segment# 7: Curve
Length: 416.62' Radius: 663.00'

Delta: 36° 00' 13" Tangent: 215.45'
Chord: 409.80' Course: N72° 29' 07"E
Course In: N0° 29' 13"E Course Out: S35° 31' 00"E
RP North: 2,097,325.6012' East: 6,307,799.6684'
End North: 2,096,785.9547' East: 6,308,184.8314'

Segment# 8: Line
Course: N54° 29' 00"E Length: 192.29'
North: 2,096,897.6636' East: 6,308,341.3452'

Segment# 9: Curve
Length: 102.07' Radius: 557.00'
Delta: 10° 29' 56" Tangent: 51.18'
Chord: 101.92' Course: N59° 43' 58"E
Course In: S35° 31' 00"E Course Out: N25° 01' 04"W
RP North: 2,096,444.2953' East: 6,308,664.9287'
End North: 2,096,949.0357' East: 6,308,429.3737'

Segment# 10: Curve
Length: 21.47' Radius: 75.00'
Delta: 16° 24' 06" Tangent: 10.81'
Chord: 21.40' Course: S36° 08' 30"W
Course In: S45° 39' 27"E Course Out: N62° 03' 33"W
RP North: 2,096,896.6148' East: 6,308,483.0117'
End North: 2,096,931.7567' East: 6,308,416.7544'

Segment# 11: Curve
Length: 81.49' Radius: 547.00'
Delta: 8° 32' 07" Tangent: 40.82'
Chord: 81.41' Course: S58° 45' 04"W
Course In: S26° 58' 53"E Course Out: N35° 31' 00"W
RP North: 2,096,444.2955' East: 6,308,664.9288'
End North: 2,096,889.5243' East: 6,308,347.1548'

Segment# 12: Line
Course: S54° 29' 00"W Length: 192.29'
North: 2,096,777.8154' East: 6,308,190.6410'

Segment# 13: Curve
Length: 422.90' Radius: 673.00'
Delta: 36° 00' 13" Tangent: 218.69'
Chord: 415.98' Course: S72° 29' 07"W
Course In: N35° 31' 00"W Course Out: S0° 29' 13"W
RP North: 2,097,325.6014' East: 6,307,799.6686'

End North: 2,096,652.6257' East: 6,307,793.9489'

Segment# 14: Line
Course: N89° 30' 47"W Length: 1,102.52'
North: 2,096,661.9957' East: 6,306,691.4688'

Segment# 15: Line
Course: N86° 39' 02"W Length: 120.15'
North: 2,096,669.0155' East: 6,306,571.5240'

Segment# 16: Line
Course: N89° 30' 47"W Length: 200.25'
North: 2,096,670.7174' East: 6,306,371.2812'

Segment# 17: Curve
Length: 78.50' Radius: 50.00'
Delta: 89° 57' 13" Tangent: 49.96'
Chord: 70.68' Course: N44° 32' 10"W
Course In: N0° 29' 13"E Course Out: N89° 33' 34"W
RP North: 2,096,720.7156' East: 6,306,371.7062'
End North: 2,096,721.1000' East: 6,306,321.7076'

Segment# 18: Line
Course: N0° 26' 26"E Length: 248.38'
North: 2,096,969.4727' East: 6,306,323.6175'

Perimeter: 4,923.03' Area: 24,448Sq.Ft.
Error Closure: 0.0015 Course: N7° 14' 49"E
Error North : 0.00144 East: 0.00018

Precision 1: 3,282,020.00

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT ALONG SKYLARK WAY, GRANT LINE ROAD & N CHRISMAN ROAD

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE MERIDIAN AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED MAY 17, 2005, AS DOCUMENT NO. 2005-118012 OFFICIAL RECORDS, THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED ROCHA PARCEL, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 21, 2009, IN BOOK 25 OF PARCEL MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL A, AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT (LLA NO. MS20-0013), RECORDED JANUARY 25, 2021, AS DOCUMENT NO. 2021-013996, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE RIGHT OF WAY OF SKYLARK WAY, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID ROCHA PARCEL;

THENCE ALONG SAID RIGHT OF WAY LINE AND THE SOUTHERLY LINE OF SAID ROCHA PARCEL, SOUTH 89° 34' 00" EAST, 94.44 FEET TO A POINT, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF SKYLARK WAY (WIDTH VARIES);

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, SOUTH 89° 34' 00" EAST, 49.84 FEET, AND NORTH 44° 30' 11" ST, 56.40 FEET, TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) NORTH 44° 30' 11" ST, 14.16 FEET,
2) NORTH 00° 26' 26" EAST, 628.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,
3) ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 684.50 FEET, THROUGH A CENTRAL ANGLE OF 21° 49' 20", FOR AN ARC DISTANCE OF 260.71 FEET,
4) NORTH 22° 15' 46" EAST, 164.25 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
5) ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 21° 49' 29", FOR AN ARC DISTANCE OF 201.88 FEET,
6) NORTH 46° 41' 35" EAST, 51.76 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GRANT LINE ROAD.

THENCE LEAVING SKYLARK WAY AND ALONG THE SOUTHERLY RIGHT OF WAY OF GRANT LINE ROAD THE FOLLOWING THREE (3) COURSES:

1) SOUTH 88° 41' 49" EAST, 794.78 FEET,
2) SOUTH 89° 33' 43" EAST, 1477.59 FEET,
3) SOUTH 43° 43' 46" EAST, 29.07 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY OF NORTH CHRISMAN ROAD.

THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES;

1) SOUTH 00° 29' 53" WEST, 763.29 FEET,
2) ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08° 36' 39", AN ARC DISTANCE OF 37.57 FEET,
3) SOUTH 09° 06' 32" WEST, 20.21 FEET,
4) ALONG THE ARC OF A 280.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08° 36' 39", AN ARC DISTANCE OF 42.08 FEET,
5) SOUTH 00° 29' 53" WEST, 339.15 FEET,
6) SOUTH 45° 29' 35" WEST, 14.14 FEET.

THENCE LEAVING NORTH CHRISMAN RAD THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES;

1) NORTH 00° 29' 53" EAST, 349.15 FEET,
2) ALONG THE ARC OF A 290.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08° 36' 39", AN ARC DISTANCE OF 43.58 FEET,
3) NORTH 09° 06' 32" EAST, 20.21 FEET,
4) ALONG THE ARC OF A 240.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08° 36' 39", AN ARC DISTANCE OF 36.07 FEET,
5) NORTH 00° 29' 53" EAST, 759.22 FEET,
6) NORTH 43° 43' 46" WEST, 20.78 FEET,
7) NORTH 89° 33' 43" WEST, 1473.44 FEET,
8) NORTH 88° 41' 49" WEST, 790.76 FEET,
9) SOUTH 46° 41' 35" WEST, 43.41 FEET,
10) ALONG THE ARC OF A 540.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21° 22' 12", AN ARC DISTANCE OF 201.41 FEET,
11) SOUTH 22° 15' 46" WEST, 164.25 FEET,
12) ALONG THE ARC OF A 674.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21° 49' 20", AN ARC DISTANCE OF 256.90 FEET,
13) SOUTH 00° 26' 26" WEST, 638.95 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 48,047 SQUARE FEET OR 1.1030 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

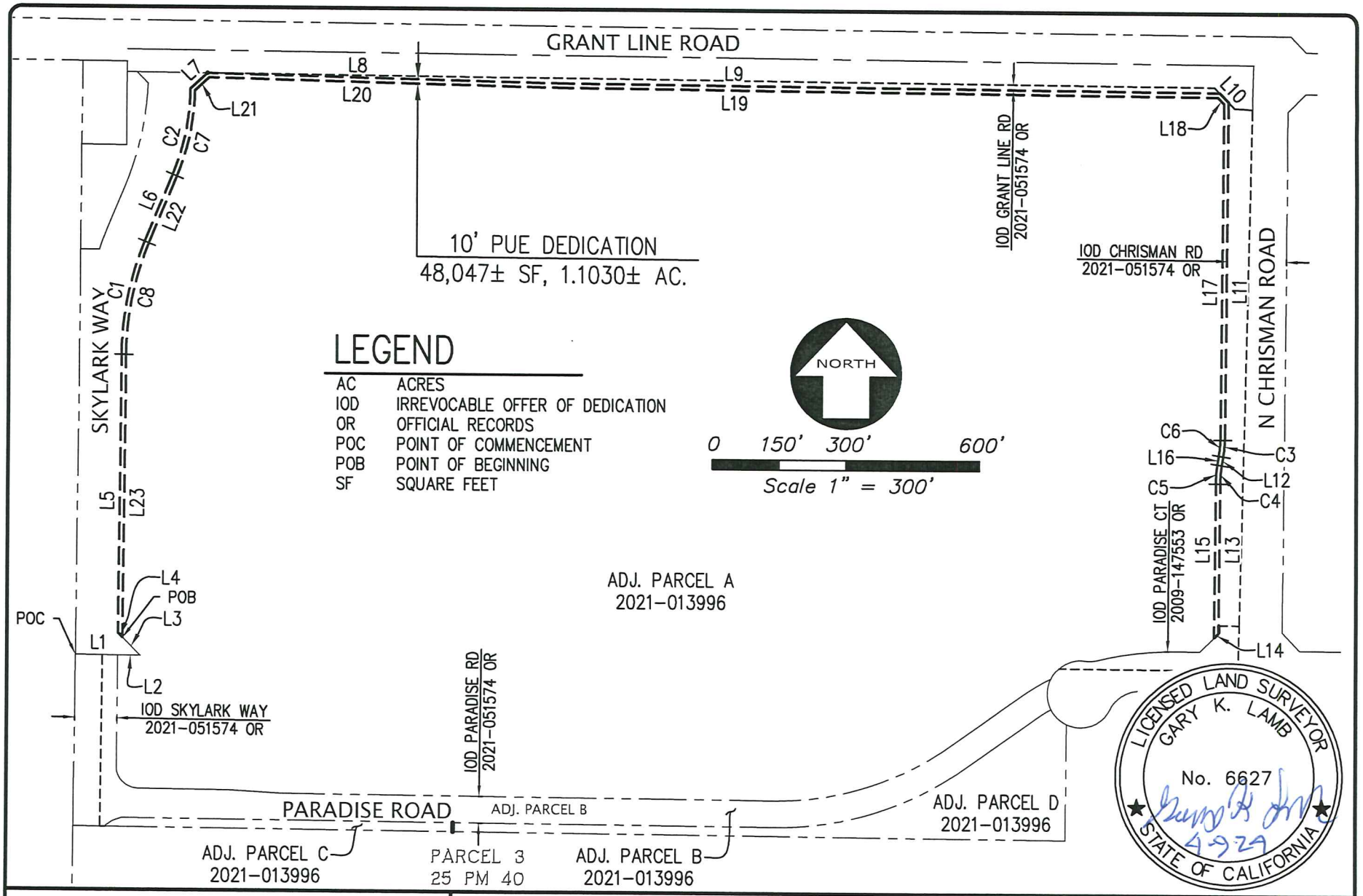
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

GARY K. LAMB, PLS 6627

4-9-24
DATE





KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	SEP., 2023
SCALE	1" = 300'
BY	GKL
JOB NO.	A05728-45
SHEET	1 OF 2

Z:\2005\A05728-45\DWG\SURVEY\PLATS\PUE's\A05728-45-PD-PUE-SKY-GRANT-CHRIS.dwg 10-02-23 02:19:18 PM glamb

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°34'01"E	94.44'
L2	S89°34'00"E	49.84'
L3	N44°30'11"W	56.40'
L4	N44°30'11"W	14.16'
L5	N0°26'26"E	628.93'
L6	N22°15'46"E	164.25'
L7	N46°41'35"E	51.76'
L8	S88°41'49"E	794.78'
L9	S89°33'43"E	1477.59'
L10	S43°43'46"E	29.07'
L11	S0°29'53"W	763.29'
L12	S9°06'32"W	20.21'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	S0°29'53"W	339.15'
L14	S45°29'35"W	14.14'
L15	N0°29'53"E	349.15'
L16	N9°06'32"E	20.21'
L17	N0°29'53"E	759.22'
L18	N43°43'46"W	20.78'
L19	N89°33'43"W	1473.44'
L20	N88°41'49"W	790.76'
L21	S46°41'35"W	43.41'
L22	S22°15'46"W	164.25'
L23	S0°26'26"W	638.95'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	684.50'	21°49'20"	260.71'
C2	530.00'	21°49'29"	201.88'
C3	250.00'	8°36'39"	37.57'
C4	280.00'	8°36'39"	42.08'
C5	290.00'	8°36'39"	43.58'
C6	240.00'	8°36'39"	36.07'
C7	540.00'	21°22'12"	201.41'
C8	674.50'	21°49'20"	256.90'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	SEP., 2023
SCALE	NO SCALE
BY	GKL
JOB NO.	A05728-45
SHEET	2 OF 2

Z:\2005\A05728-45\DWG\SURVEY\PLATS\PUE's\A05728-45-PD-PUE-SKY-GRANT-CHRIS.dwg 10-02-23 01:45:17 PM glamb

Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 10/2/2023 1:36:10 PM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: CLOSURE-ESMT - CLOSURE-10' PUE-SKY-GRANT-CHRIS
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:2,099,946.1347' East:6,299,304.4941'

Segment# 1: Line
Course: N44° 30' 11"W Length: 14.16'
North: 2,099,956.2338' East: 6,299,294.5687'

Segment# 2: Line
Course: N0° 26' 26"E Length: 628.93'
North: 2,100,585.1452' East: 6,299,299.4046'

Segment# 3: Curve
Length: 260.71' Radius: 684.50'
Delta: 21° 49' 20" Tangent: 131.95'
Chord: 259.13' Course: N11° 21' 06"E
Course In: S89° 33' 34"E Course Out: N67° 44' 14"W
RP North: 2,100,579.8821' East: 6,299,983.8843'
End North: 2,100,839.2083' East: 6,299,350.4097'

Segment# 4: Line
Course: N22° 15' 46"E Length: 164.25'
North: 2,100,991.2145' East: 6,299,412.6366'

Segment# 5: Curve
Length: 201.88' Radius: 530.00'
Delta: 21° 49' 29" Tangent: 102.18'
Chord: 200.67' Course: N11° 21' 01"E
Course In: N67° 44' 14"W Course Out: S89° 33' 43"E
RP North: 2,101,192.0076' East: 6,298,922.1449'
End North: 2,101,187.9556' East: 6,299,452.1294'

Segment# 6: Line
Course: N46° 41' 35"E Length: 51.76'

North: 2,101,223.4581' East: 6,299,489.7946'

Segment# 7: Line
Course: S88° 41' 49"E Length: 794.78'
North: 2,101,205.3843' East: 6,300,284.3691'

Segment# 8: Line
Course: S89° 33' 43"E Length: 1,477.59'
North: 2,101,194.0875' East: 6,301,761.9159'

Segment# 9: Line
Course: S43° 43' 46"E Length: 29.07'
North: 2,101,173.0811' East: 6,301,782.0107'

Segment# 10: Line
Course: S0° 29' 53"W Length: 763.29'
North: 2,100,409.8200' East: 6,301,775.3757'

Segment# 11: Curve
Length: 37.57' Radius: 250.00'
Delta: 8° 36' 39" Tangent: 18.82'
Chord: 37.54' Course: S4° 48' 12"W
Course In: N89° 30' 07"W Course Out: S80° 53' 28"E
RP North: 2,100,411.9931' East: 6,301,525.3851'
End North: 2,100,372.4153' East: 6,301,772.2325'

Segment# 12: Line
Course: S9° 06' 32"W Length: 20.21'
North: 2,100,352.4602' East: 6,301,769.0330'

Segment# 13: Curve
Length: 42.08' Radius: 280.00'
Delta: 8° 36' 39" Tangent: 21.08'
Chord: 42.04' Course: S4° 48' 12"W
Course In: S80° 53' 28"E Course Out: N89° 30' 07"W
RP North: 2,100,308.1330' East: 6,302,045.5020'
End North: 2,100,310.5669' East: 6,301,765.5126'

Segment# 14: Line
Course: S0° 29' 53"W Length: 339.15'
North: 2,099,971.4298' East: 6,301,762.5645'

Segment# 15: Line
Course: S45° 29' 35"W Length: 14.14'

North: 2,099,961.5177' East: 6,301,752.4803'

Segment# 16: Line
Course: N0° 29' 53"E Length: 349.15'
North: 2,100,310.6545' East: 6,301,755.5153'

Segment# 17: Curve
Length: 43.58' Radius: 290.00'
Delta: 8° 36' 39" Tangent: 21.83'
Chord: 43.54' Course: N4° 48' 12"E
Course In: S89° 30' 07"E Course Out: N80° 53' 28"W
RP North: 2,100,308.1336' East: 6,302,045.5044'
End North: 2,100,354.0439' East: 6,301,759.1615'

Segment# 18: Line
Course: N9° 06' 32"E Length: 20.21'
North: 2,100,373.9990' East: 6,301,762.3610'

Segment# 19: Curve
Length: 36.07' Radius: 240.00'
Delta: 8° 36' 39" Tangent: 18.07'
Chord: 36.03' Course: N4° 48' 12"E
Course In: N80° 53' 28"W Course Out: S89° 30' 07"E
RP North: 2,100,411.9937' East: 6,301,525.3875'
End North: 2,100,409.9075' East: 6,301,765.3785'

Segment# 20: Line
Course: N0° 29' 53"E Length: 759.22'
North: 2,101,169.0988' East: 6,301,771.9781'

Segment# 21: Line
Course: N43° 43' 46"W Length: 20.78'
North: 2,101,184.1147' East: 6,301,757.6138'

Segment# 22: Line
Course: N89° 33' 43"W Length: 1,473.44'
North: 2,101,195.3798' East: 6,300,284.2169'

Segment# 23: Line
Course: N88° 41' 49"W Length: 790.76'
North: 2,101,213.3622' East: 6,299,493.6614'

Segment# 24: Line
Course: S46° 41' 35"W Length: 43.41'

North: 2,101,183.5870' East: 6,299,462.0724'

Segment# 25: Curve
Length: 201.41' Radius: 540.00'
Delta: 21° 22' 12" Tangent: 101.89'
Chord: 200.24' Course: S11° 34' 40"W
Course In: N89° 06' 25"W Course Out: S67° 44' 14"E
RP North: 2,101,192.0035' East: 6,298,922.1380'
End North: 2,100,987.4218' East: 6,299,421.8842'

Segment# 26: Line
Course: S22° 15' 46"W Length: 164.25'
North: 2,100,835.4156' East: 6,299,359.6573'

Segment# 27: Curve
Length: 256.90' Radius: 674.50'
Delta: 21° 49' 20" Tangent: 130.02'
Chord: 255.35' Course: S11° 21' 06"W
Course In: S67° 44' 14"E Course Out: N89° 33' 34"W
RP North: 2,100,579.8779' East: 6,299,983.8774'
End North: 2,100,585.0642' East: 6,299,309.3973'

Segment# 28: Line
Course: S0° 26' 26"W Length: 638.95'
North: 2,099,946.1331' East: 6,299,304.4844'

Perimeter: 9,637.70' Area: 48,047Sq.Ft.
Error Closure: 0.0099 Course: S80° 21' 02"W
Error North : -0.00165 East: -0.00972

Precision 1: 973,505.05

EXHIBIT B

Terms and Conditions Pertaining to the Public Utility Easement

1) Subject to the terms and conditions of this Exhibit B, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement.

2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's right to use the Public Utility Easement pursuant to the terms and conditions herein. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's right to use the Public Utility Easement.

3) Any damage caused by the City to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City shall not be obligated to repair any damage caused by the City to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement.

4) City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions or willful misconduct of Grantor, or its employees, agents, lessees or permittees.

5) The covenants contained in this Exhibit B shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

EF-502-A-R17-0522-39004166-1
BOE-502-A (P1) REV. 17 (05-22)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must **be filed with each conveyance in the County Recorder's office for the county where the property is located.**

Steve J. Bestolarides
Assessor-Recorder-County Clerk
San Joaquin County
44 N San Joaquin Street Suite 230
Stockton, CA 95202-3273
Telephone: (209) 468-2630
https://www.sjgov.org/department/assessor

NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE
(Make necessary corrections to the printed name and mailing address)

City of Tracy
Attention: April B.A. Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

ASSESSOR'S PARCEL NUMBER
PTN 25002096

SELLER/TRANSFEROR
Prologis, L.P.

BUYER'S DAYTIME TELEPHONE NUMBER
( )

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY
1500 E. Grant Line Road, Tracy, CA

☐ YES ☑ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy. MO | DAY | YEAR

☐ YES ☑ NO Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME)

MAIL PROPERTY TAX INFORMATION TO (ADDRESS) | CITY | STATE | ZIP CODE

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO This section contains possible exclusions from reassessment for certain types of transfers.

☐ ☑ A. This transfer is solely between spouses *(addition or removal of a spouse, death of a spouse, divorce settlement, etc.)*.

☐ ☑ B. This transfer is solely between domestic partners currently registered with the California Secretary of State *(addition or removal of a partner, death of a partner, termination settlement, etc.)*.

☐ ☑ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) and grandchild(ren).
Was this the transferor/grantor's principal residence? ☐ YES ☐ NO

☐ ☑ * D. This transfer is the result of a cotenant's death. Date of death _____

☐ ☑ * E. This transaction is to replace a principal residence owned by a person 55 years of age or older.

☐ ☑ * F. This transaction is to replace a principal residence by a person who is severely disabled.

☐ ☑ * G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.

☐ ☑ H. This transaction is only a correction of the name(s) of the person(s) holding title to the property *(e.g., a name change upon marriage)*. If YES, please explain: _____

☐ ☑ I. The recorded document creates, terminates, or reconveys a lender's interest in the property.

☐ ☑ J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest *(e.g., cosigner)*. If YES, please explain: _____

☐ ☑ K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.

L. This is a transfer of property:

☐ ☑ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.

☐ ☑ 2. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.

☐ ☑ M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.

☐ ☑ N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.

☐ ☑ O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.

☐ ☑ * P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.

☑ ☐ Q. Other. This transfer is to grant a public utility easement

* Please refer to the instructions for Part 1. **Please provide any other information that will help the Assessor understand the nature of the transfer.**

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

EF-502-A-R17-0522-39004166

Check and complete as applicable.

PART 2. OTHER TRANSFER INFORMATION

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)

☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____

☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____

Original term in years *(including written options)*: _____ Remaining term in years *(including written options)*: _____

☑ Other. Please explain: grant of public utility easement

C. Only a partial interest in the property was transferred. ☐ YES ☑ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price $ 0.00

B. Cash down payment or value of trade or exchange excluding closing costs Amount $ 0.00

C. First deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ FHA (___Discount Points) ☐ Cal-Vet ☐ VA (___Discount Points) ☐ Fixed rate ☐ Variable rate

☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

D. Second deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☑ NO Outstanding balance $_____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price $_____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number:

☑ Direct from seller ☐ From a family member-Relationship _____

☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home

☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☐ Unimproved lot

☑ Other. Description: (i.e., timber, mineral, water rights, etc.) ☐ Timeshare ☐ Commercial/Industrial

easement

B. ☐ YES ☑ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: $_____ Incentives $ _____

C. ☐ YES ☑ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: $_____

☐ YES ☑ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. ☐ YES ☑ NO The property produces rental or other income.

If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____

E. The condition of the property at the time of sale was: ☑ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER ▶	DATE	TELEPHONE ( )
NAME OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars ($20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed a nd all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

> "**Beneficial interest**" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A "**cosigner**" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C. If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner,* form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

> **"Mortgage insurance"** is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

> **"Closing costs"** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

> A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

> An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.

EXHIBIT 9

RECORDING REQUESTED
BY AND WHEN
RECORDED MAIL TO:

City of Tracy
Attn: April B.A. Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space Above This Line For Recorder's Use

A portion of APN 25002097

This document is exempt from the payment of a recording fee pursuant to Government Code§ 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

GRANT DEED

Public Utility Easement

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PROLOGIS AMAZON TRACY LLC, a Delaware limited liability company ("Grantor'')

hereby grant(s) to the

CITY OF TRACY, a Municipal corporation ("Grantee")

a public utility easement consisting of approximately 0.1781 acres, more or less, on, over, under and across a portion of Grantor's property, for the installation and maintenance of certain below-grade public utilities by the Grantee, which is more particularly described and depicted in **Exhibit A** (the "Public Utility Easement"), and which Public Utility Easement is subject to the additional terms, provisions and restrictions set forth in **Exhibit B** attached hereto and made a part hereof, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the property as of the date hereof would show.

[Signature Page Follows]

MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Grantee is exempt from County Transfer Tax)

[Signature Page to Grant Deed]

Grantor:

PROLOGIS AMAZON TRACY LLC
a Delaware limited liability company

By: Prologis, L.P.
a Delaware limited partnership
its sole member

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____
Name: MATTHEW SIMS
Title: VICE PRESIDENT

Dated: 10/02/2025

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

State of California)
County of Alameda)

On October 2, 2025, before me, Amanda Walsh, notary public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature A Walsh (Seal)

JAS1 AMANDA WALSH
COMM. # 2518274
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
MY COMMISSION EXPIRES
APRIL 25, 2029 JAS1

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

_____ _____

City Clerk, City of Tracy, California Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

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

State of California)

County of _____)

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

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

Legal Description and Depiction of Public Utility Easement

(See attached)

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT – PARADISE ROAD
OVER ADJUSTED PARCEL C, 2021-013996 OR

BEING THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE, THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALSO BEING A PORTION OF PARCEL 7, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 21, 2009, IN BOOK 25 OF PARCEL MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DESCRIBED AS FOLLOWS:

ALSO BEING A PORTION OF ADJUSTED PARCEL C, AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT (LLA NO. MS20-0013), RECORDED JANUARY 25, 2021, AS DOCUMENT NO. 2021-013996, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY OF SKYLARK WAY, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF PARCEL 4, AS SHOWN ON SAID PARCEL MAP (25 M 40);

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 4, SOUTH 00° 26' 31" WEST, 384.71 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 89° 30' 47" EAST, 71.25 FEET TO POINT ON THE SOUTHERLY LINE OF SAID PARCEL 7 (25 M 40), SAID POINT ALSO BEING THE **POINT OF BEGINNING**,

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING THREE (3) COURSES:

1. ALONG A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 50° 48' 50" EAST, THROUGH A CENTRAL ANGLE OF 32° 50' 03", AN ARC DISTANCE OF 28.65 FEET;
2. NORTH 72° 01' 13" EAST, 13.57 FEET, AND
3. SOUTH 89° 30' 47" EAST, 742.40 FEET, TO THE NORTHEASTERLY CORNER OF SAID ADJUSTED PARCEL C (2021-013996 OR).

THENCE ALONG THE EASTERLY LINE OF SAID ADJUSTED PARCEL C, SOUTH 0° 29' 13" WEST, 10.00 FEET;

THENCE LEAVING SAID EASTERLY LINE THE FOLLOWING THREE (3) COURSES:

1. NORTH 89° 30' 47" WEST, 740.77 FEET;
2. SOUTH 72° 01' 13" WEST, 11.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
3. ALONG A 40.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 20° 07' 54", FOR AN ARC DISTANCE OF 14.05 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID ADJUSTED PARCEL C;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 89° 30' 47" WEST, 14.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,759 SQUARE FEET OR 0.1781 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

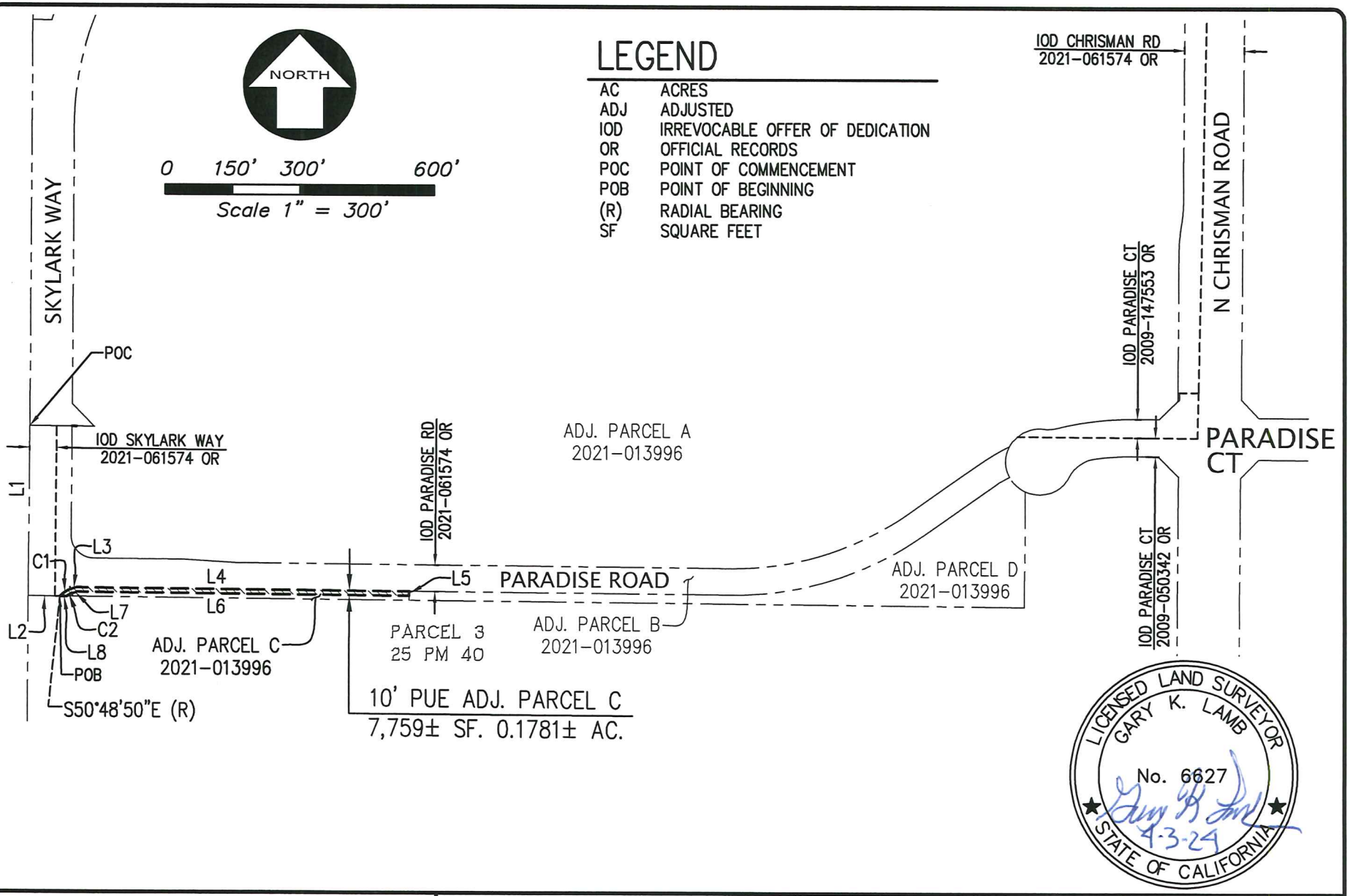
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.



Gary K. Lamb
GARY K. LAMB, PLS 6627

4-3-24
DATE



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT
ADJUSTED PARCEL C 2021-013996 OR

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	APRIL, 2024
SCALE	1" = 300'
BY	GKL
JOB NO.	A05728-45
SHEET	1 OF 1

Z:\2005\A05728-45\DWG\SURVEY\PLATS\PUE's\A05728-45-PD-PUE-PARCEL C.dwg 4-01-24 10:20:32 AM glamb

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S0°26'31"W	384.71'
L2	S89°30'47"E	71.25'
L3	N72°01'13"E	13.57'
L4	S89°30'47"E	742.40'
L5	S0°29'13"W	10.00'
L6	N89°30'47"W	740.77'
L7	S72°01'13"W	11.94'
L8	N89°30'47"W	14.07'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	50.00'	32°50'03"	28.65'
C2	40.00'	20°07'54"	14.05'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT
ALONG PARADISE ROAD

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	APRIL, 2024
SCALE	NONE
BY	GKL
JOB NO.	A05728-45
SHEET	2 OF 2

Z:\2005\A05728-45\DWG\SURVEY\PLATS\PUE's\A05728-45-PD-PUE-PARCEL C.dwg 4-01-24 10:21:21 AM glamb

Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 4/1/2024 9:25:08 AM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: CLOSURE-ESMT - CLOSURE-PUE-PARCEL C
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:2,096,484.5509' East:6,306,325.5952'

Segment# 1: Curve
Length: 28.65' Radius: 50.00'
Delta: 32° 50' 03" Tangent: 14.73'
Chord: 28.26' Course: N55° 36' 11"E
Course In: S50° 48' 50"E Course Out: N17° 58' 47"W
RP North: 2,096,452.9588' East: 6,306,364.3501'
End North: 2,096,500.5171' East: 6,306,348.9161'

Segment# 2: Line
Course: N72° 01' 13"E Length: 13.57'
North: 2,096,504.7059' East: 6,306,361.8234'

Segment# 3: Line
Course: S89° 30' 47"E Length: 742.40'
North: 2,096,498.3965' East: 6,307,104.1966'

Segment# 4: Line
Course: S0° 29' 13"W Length: 10.00'
North: 2,096,488.3969' East: 6,307,104.1116'

Segment# 5: Line
Course: N89° 30' 47"W Length: 740.77'
North: 2,096,494.6924' East: 6,306,363.3683'

Segment# 6: Line
Course: S72° 01' 13"W Length: 11.94'
North: 2,096,491.0068' East: 6,306,352.0114'

Segment# 7: Curve
Length: 14.05' Radius: 40.00'

Delta: 20° 07' 54"
Tangent: 7.10'
Chord: 13.98'
Course: S61° 57' 16"W
Course In: S17° 58' 47"E
Course Out: N38° 06' 41"W
RP North: 2,096,452.9602'
East: 6,306,364.3586'
End North: 2,096,484.4327'
East: 6,306,339.6709'

Segment# 8: Line
Course: N89° 30' 47"W
Length: 14.07'
North: 2,096,484.5522'
East: 6,306,325.6014'

Perimeter: 1,575.45'
Area: 7,759Sq.Ft.
Error Closure: 0.0064
Course: N78° 07' 26"E
Error North : 0.00131
East: 0.00625

Precision 1: 246,164.06

EXHIBIT B

Terms and Conditions Pertaining to the Public Utility Easement

1) Subject to the terms and conditions of this Exhibit B, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement.

2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's right to use the Public Utility Easement pursuant to the terms and conditions herein. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's right to use the Public Utility Easement.

3) Any damage caused by the City to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City shall not be obligated to repair any damage caused by the City to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement.

4) City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions or willful misconduct of Grantor, or its employees, agents, lessees or permittees.

5) The covenants contained in this Exhibit B shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

EF-502-A-R17-0522-39004166-1

BOE-502-A (P1) REV. 17 (05-22)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must **be filed with each conveyance in the County Recorder's office for the county where the property is located.**

Steve J. Bestolarides
Assessor-Recorder-County Clerk
San Joaquin County
44 N San Joaquin Street Suite 230
Stockton, CA 95202-3273
Telephone: (209) 468-2630
https://www.sjgov.org/department/assessor

NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE
(Make necessary corrections to the printed name and mailing address)

City of Tracy
Attention: April B.A. Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

ASSESSOR'S PARCEL NUMBER
Portion of 25002097

SELLER/TRANSFEROR
Prologis Amazon Tracy LLC

BUYER'S DAYTIME TELEPHONE NUMBER
( )

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY
1555 N. Chrisman Road, Tracy, CA

☐ YES ☑ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO	DAY	YEAR

☐ YES ☑ NO Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME)

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)	CITY	STATE	ZIP CODE

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO — This section contains possible exclusions from reassessment for certain types of transfers.

☐ ☑ A. This transfer is solely between spouses *(addition or removal of a spouse, death of a spouse, divorce settlement, etc.)*.

☐ ☑ B. This transfer is solely between domestic partners currently registered with the California Secretary of State *(addition or removal of a partner, death of a partner, termination settlement, etc.)*.

☐ ☑ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) and grandchild(ren).
Was this the transferor/grantor's principal residence? ☐ YES ☐ NO

☐ ☑ * D. This transfer is the result of a cotenant's death. Date of death _____

☐ ☑ * E. This transaction is to replace a principal residence owned by a person 55 years of age or older.

☐ ☑ * F. This transaction is to replace a principal residence by a person who is severely disabled.

☐ ☑ * G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.

☐ ☑ H. This transaction is only a correction of the name(s) of the person(s) holding title to the property *(e.g., a name change upon marriage)*. If YES, please explain: _____

☐ ☑ I. The recorded document creates, terminates, or reconveys a lender's interest in the property.

☐ ☑ J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest *(e.g., cosigner)*. If YES, please explain: _____

☐ ☑ K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.

L. This is a transfer of property:

☐ ☑ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.

☐ ☑ 2. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.

☐ ☑ M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.

☐ ☑ N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.

☐ ☑ O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.

☐ ☑ * P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.

☑ ☐ Q. Other. This transfer is to grant a public utility easement

* Please refer to the instructions for Part 1. **Please provide any other information that will help the Assessor understand the nature of the transfer.**

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

EF-502-A-R17-0522-39004166

EF-502-A-R17-0522-39004166-2

BOE-502-A (P2) REV. 17 (05-22)

Check and complete as applicable.

PART 2. OTHER TRANSFER INFORMATION

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)

☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____

☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____

Original term in years *(including written options)*: _____ Remaining term in years *(including written options)*: _____

☑ Other. Please explain: grant of public utility easement

C. Only a partial interest in the property was transferred. ☐ YES ☑ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price $ 0.00

B. Cash down payment or value of trade or exchange excluding closing costs Amount $ 0.00

C. First deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ FHA (___Discount Points) ☐ Cal-Vet ☐ VA (___Discount Points) ☐ Fixed rate ☐ Variable rate

☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

D. Second deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☑ NO Outstanding balance $_____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price $_____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number:

☑ Direct from seller ☐ From a family member-Relationship _____

☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home

☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☐ Unimproved lot

☑ Other. Description: (i.e., timber, mineral, water rights, etc.) easement ☐ Timeshare ☐ Commercial/Industrial

B. ☐ YES ☑ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: $_____ Incentives $ _____

C. ☐ YES ☑ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: $_____

☐ YES ☑ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. ☐ YES ☑ NO The property produces rental or other income.

If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____

E. The condition of the property at the time of sale was: ☑ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER ▶	DATE	TELEPHONE ( )
NAME OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.

EF-502-A-R17-0522-39004166

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars ($20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed a nd all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

> "**Beneficial interest**" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A "**cosigner**" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C. If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner,* form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

> **"Mortgage insurance"** is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

> **"Closing costs"** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

> A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

> An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.

EXHIBIT 10

RECORDING REQUESTED
BY AND WHEN
RECORDED MAIL TO:

City of Tracy
Attn: April B.A. Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space Above This Line For Recorder's Use

Portions of APN 25002090 and 25002098

This document is exempt from the payment of a recording fee pursuant to Government Code§ 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

GRANT DEED

Public Utility Easement

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PAC CORPORATE CENTER TRACY LLC, a Delaware limited liability company ("Grantor'')

hereby grant(s) to the

CITY OF TRACY, a Municipal corporation ("Grantee")

a public utility easement consisting of a total of approximately 0.3794 acres, more or less, on, over, under and across a portion of Grantor's property, for the installation and maintenance of certain below-grade public utilities by the Grantee, which is more particularly described and depicted in **Exhibit A** (the "Public Utility Easement"), and which Public Utility Easement is subject to the additional terms, provisions and restrictions set forth in **Exhibit B** attached hereto and made a part hereof, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the property as of the date hereof would show.

[Signature Page Follows]

MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Grantee is exempt from County Transfer Tax)

[Signature Page to Grant Deed]

Grantor:

PAC CORPORATE CENTER TRACY LLC
a Delaware limited liability company

By: Prologis, L.P.
a Delaware limited partnership
its sole member

By: Prologis, Inc.
a Maryland corporation
its general partner

By: _____
Name: MATTHEW SIMS
Title: VICE PRESIDENT

Dated: 10/02/2025

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

State of California)
County of Alameda)

On October 2, 2025, before me, Amanda Walsh, notary public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature AWalsh (Seal)

JAS1 AMANDA WALSH COMM. # 2518274 NOTARY PUBLIC • CALIFORNIA ALAMEDA COUNTY MY COMMISSION EXPIRES APRIL 25, 2029 JAS1

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

_____ _____

City Clerk, City of Tracy, California Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

EXHIBIT A

Legal Description and Depiction of Vacated Easement

(See attached)

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT – PARADISE CT SOUTH
OVER PARCEL 3, 25 PM 40

BEING THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE, THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALSO BEING A PORTION OF THAT CERTAIN IRREVOCABLE OFFER OF DEDICATION TO PARADISE COURT, (WIDTH VARIES), RECORDED APRIL 2, 2009, AS DOCUMENT NO. 2009-050342, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DESCRIBED AS FOLLOWS:

ALSO BEING A PORTION OF PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 21, 2009, IN BOOK 25 OF PARCEL MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF ADJUSTED PARCEL D, AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT (LLA NO. MS20-0013), RECORDED JANUARY 25, 2021, AS DOCUMENT NO. 2021-013996, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG THE ARC OF A 343.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 28° 21' 51" EAST, THROUGH A CENTRAL ANGLE OF 25° 05' 51", AN ARC DISTANCE OF 150.46 FEET;

THENCE NORTH 86° 38' 42" EAST, 90.40 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID IRREVOCABLE OFFER OF DEDICATION (2009-050342 OR), AND ALONG THE NORTHERLY LINE OF SAID PARCEL 3, (25 PM 40);

THENCE LEAVING SAID LINE, ALONG THE FOLLOWING THREE (3) COURSES:

1. SOUTH 3° 39' 29" EAST, 10.00 FEET,
2. SOUTH 86° 38' 42" WEST, 90.46 FEET, AND
3. ALONG A NON-TANGENT 333.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 3° 15' 56" EAST, THROUGH A CENTRAL ANGLE OF 25° 00' 41", AN ARC DISTANCE OF 145.58 FEET. TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE.

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE ARC OF A NON-TANGENT 75.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 54° 53' 38" EAST, THROUGH A CENTRAL ANGLE OF 7° 39' 19", AN ARC DISTANCE OF 10.02 FEET, TO THE **POINT OF BEGINNING;**

CONTAINING 2,386 SQUARE FEET OR 0.0548 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

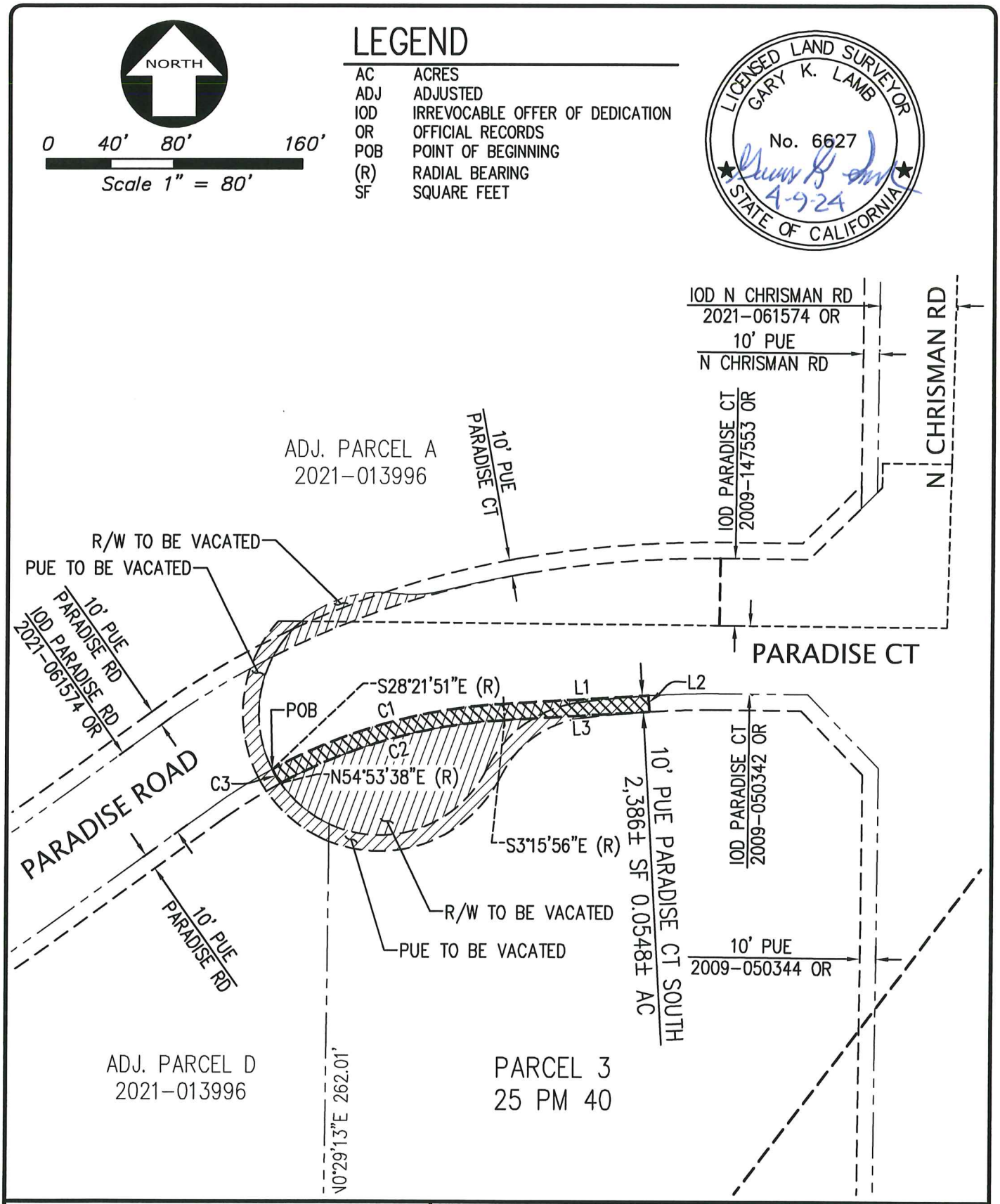
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.



Gary K. Lamb
GARY K. LAMB, PLS 6627

4-9-24
DATE



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT
ADJUSTED PARCEL D
2021-013996 OR
TRACY, CALIFORNIA

DATE	APRIL, 2024
SCALE	1" = 80'
BY	GKL
JOB NO.	A05728-45
SHEET	X OF X

Z:\2005\A05728-45\DWG\SURVEY\PLATS\PUE's\A05728-45-PD-PUE-PARADISE-CT-SOUTH.dwg 4-08-24 09:55:49 AM glamb

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N86°38'42"E	90.40'
L2	S3°39'29"E	10.00'
L3	S86°38'42"W	90.46'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	343.50'	25°05'51"	150.46'
C2	333.50'	25°00'41"	145.58'
C3	75.00'	7°39'19"	10.02'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT
ADJUSTED PARCEL D
2021-013996 OR
TRACY, CALIFORNIA

DATE	APRIL, 2024
SCALE	1" = 80'
BY	GKL
JOB NO.	A05728-45
SHEET	2 OF 2

Z:\2005\A05728-45\DWG\SURVEY\PLATS\PUE's\A05728-45-PD-PUE-PARADISE-CT-SOUTH.dwg 4-08-24 09:33:38 AM glamb

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT – PARADISE ROAD
OVER ADJUSTED PARCEL D, 2021-013996 OR

BEING THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHEAST 1/4 SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE, THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALSO BEING A PORTION OF PARCELS 8, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 21, 2009, IN BOOK 25 OF PARCEL MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DESCRIBED AS FOLLOWS:

ALSO BEING A PORTION OF ADJUSTED PARCEL D, AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT (LLA NO. MS20-0013), RECORDED JANUARY 25, 2021, AS DOCUMENT NO. 2021-013996, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY OF SKYLARK WAY, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF PARCEL 4, AS SHOWN ON SAID PARCEL MAP (25 M 40);

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 4, SOUTH 00° 26' 31" WEST, 384.71 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 89° 30' 47" EAST, 59.70 FEET TO THE SOUTHWESTERLY CORNER OF ADJUSTED PARCEL C (2021-013996 OR);

THENCE ALONG THE SOUTHERLY LINE OF SAID ADJUSTED PARCEL C, SOUTH 89° 30' 47" EAST, 790.00 FEET, TO THE SOUTHEASTERLY CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID ADJUSTED PARCEL D (2021-013996 OR);

THENCE ALONG THE COMMON LINE TO SAID ADJUSTED PARCELS C AND D, NORTH 0° 29' 13" EAST, 10.46 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE COMMON LINE, NORTH 0° 29' 13" EAST, 10.00 FEET, TO THE NORTHWESTERLY CORNER OF SAID ADJUSTED PARCEL D (2021-013996 OR);

THENCE ALONG THE NORTHERLY LINE OF SAID ADJUSTED PARCEL D, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 89° 30' 47" EAST, 717.41 FEET,
2. ALONG A 733.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36° 00' 13", AN ARC DISTANCE OF 460.60 FEET,
3. NORTH 54° 29' 00" EAST, 191.71 FEET, AND
4. ALONG A 340.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06° 58' 11", AN ARC DISTANCE OF 41.36 FEET TO A POINT ON THE RIGHT OF WAY OF PARADISE COURT.

THENCE ALONG SAID RIGHT OF WAY, ALONG A NON-TANGENT 75.00 FOOT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 62° 32' 57" EAST, THROUGH A CENTRAL ANGLE OF 07° 39' 15", AN ARC DISTANCE OF 10.02 FEET;

THENCE LEAVING SAID RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES:

1. ALONG A NON-TANGENT 330.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 28° 27' 51" EAST, THROUGH A CENTRAL ANGLE OF 07° 03' 09", AN ARC DISTANCE OF 40.62 FEET;

2. SOUTH 54° 29' 00" WEST, 191.71 FEET;

3. ALONG A 743.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 36° 00' 13", AN ARC DISTANCE OF 466.89 FEET, AND

4. NORTH 89° 30' 47" WEST, 717.41 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 14,137 SQUARE FEET OR 0.3246 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS NORTH 89°33'51" WEST, TAKEN ON THE MONUMENT LINE OF GRANT LINE ROAD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 25, 2009, IN BOOK 25 OF MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

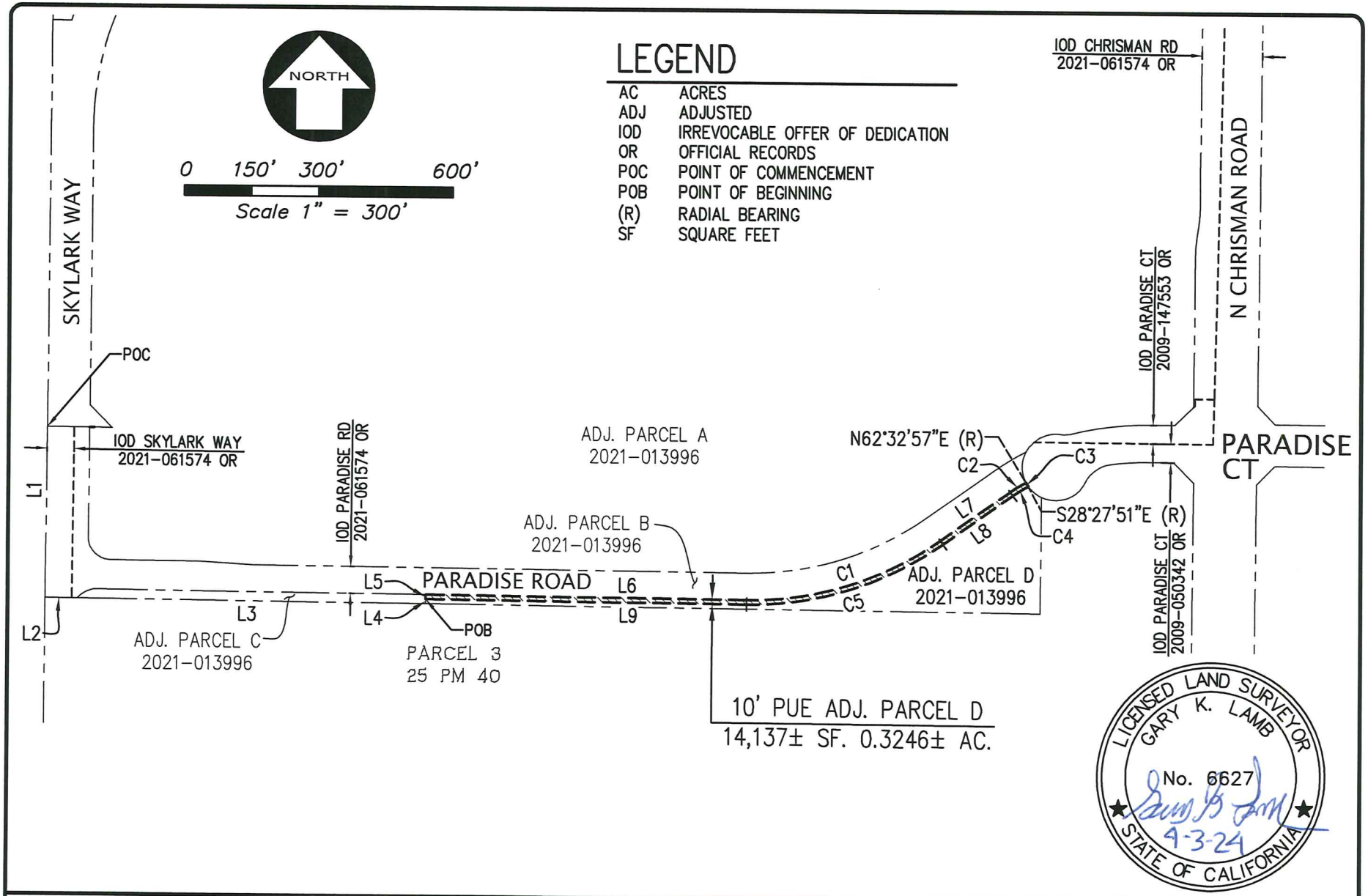
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.



GARY K. LAMB, PLS 6627

4-3-24
DATE



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT
ADJUSTED PARCEL D 2021-013996 OR

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	APRIL, 2024
SCALE	1" = 300'
BY	GKL
JOB NO.	A05728-45
SHEET	1 OF 1

Z:\2005\A05728-45\DWG\SURVEY\PLATS\PUE's\A05728-45-PD-PUE-PARCEL D.dwg 4-01-24 10:23:26 AM glamb

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S0°26'31"W	384.71'
L2	S89°30'47"E	59.70'
L3	S89°30'47"E	790.00'
L4	N0°29'13"E	10.46'
L5	N0°29'13"E	10.00'
L6	S89°30'47"E	717.41'
L7	N54°29'00"E	191.71'
L8	S54°29'00"W	191.71'
L9	N89°30'47"W	717.41'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	733.00'	36°00'13"	460.60'
C2	340.00'	6°58'11"	41.36'
C3	75.00'	7°39'15"	10.02'
C4	330.00'	7°03'09"	40.62'
C5	743.00'	36°00'13"	466.89'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT
ALONG PARADISE ROAD

TRACY, SAN JOAQUIN COUNTY CALIFORNIA

DATE	APRIL, 2024
SCALE	NONE
BY	GKL
JOB NO.	A05728-45
SHEET	2 OF 2

Z:\2005\A05728-45\DWG\SURVEY\PLATS\PUE's\A05728-45-PD-PUE-PARCEL D.dwg 4-01-24 10:24:22 AM glamb

EXHIBIT B

Terms and Conditions Pertaining to the Public Utility Easement

1) Subject to the terms and conditions of this Exhibit B, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement.

2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's right to use the Public Utility Easement pursuant to the terms and conditions herein. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's right to use the Public Utility Easement.

3) Any damage caused by the City to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City shall not be obligated to repair any damage caused by the City to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement.

4) City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions or willful misconduct of Grantor, or its employees, agents, lessees or permittees.

5) The covenants contained in this Exhibit B shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

EF-502-A-R17-0522-39004166-1

BOE-502-A (P1) REV. 17 (05-22)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must **be filed with each conveyance in the County Recorder's office for the county where the property is located.**

Steve J. Bestolarides
Assessor-Recorder-County Clerk
San Joaquin County
44 N San Joaquin Street Suite 230
Stockton, CA 95202-3273
Telephone: (209) 468-2630
https://www.sjgov.org/department/assessor

NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE
(Make necessary corrections to the printed name and mailing address)

City of Tracy
Attention: April B.A. Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

ASSESSOR'S PARCEL NUMBER: Portion of 25002090; 25002098

SELLER/TRANSFEROR: PAC Corporate Center Tracy LLC

BUYER'S DAYTIME TELEPHONE NUMBER: ( )

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY: 1605 N. Chrisman Road, Tracy, CA

☐ YES ☑ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy. MO | DAY | YEAR

☐ YES ☑ NO Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME)

MAIL PROPERTY TAX INFORMATION TO (ADDRESS) | CITY | STATE | ZIP CODE

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO — This section contains possible exclusions from reassessment for certain types of transfers.

- ☐ ☑ A. This transfer is solely between spouses *(addition or removal of a spouse, death of a spouse, divorce settlement, etc.)*.
- ☐ ☑ B. This transfer is solely between domestic partners currently registered with the California Secretary of State *(addition or removal of a partner, death of a partner, termination settlement, etc.)*.
- ☐ ☑ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) and grandchild(ren).
  Was this the transferor/grantor's principal residence? ☐ YES ☐ NO
- ☐ ☑ * D. This transfer is the result of a cotenant's death. Date of death _____
- ☐ ☑ * E. This transaction is to replace a principal residence owned by a person 55 years of age or older.
- ☐ ☑ * F. This transaction is to replace a principal residence by a person who is severely disabled.
- ☐ ☑ * G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.
- ☐ ☑ H. This transaction is only a correction of the name(s) of the person(s) holding title to the property *(e.g., a name change upon marriage)*. If YES, please explain: _____
- ☐ ☑ I. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☑ J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest *(e.g., cosigner)*. If YES, please explain: _____
- ☐ ☑ K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- L. This is a transfer of property:
  - ☐ ☑ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of ☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
  - ☐ ☑ 2. to/from an irrevocable trust for the benefit of the ☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
- ☐ ☑ M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☑ N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☑ O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.
- ☐ ☑ * P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.
- ☑ ☐ Q. Other. This transfer is to grant a public utility easement

* Please refer to the instructions for Part 1. **Please provide any other information that will help the Assessor understand the nature of the transfer.**

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

EF-502-A-R17-0522-39004166

EF-502-A-R17-0522-39004166-2

BOE-502-A (P2) REV. 17 (05-22)

Check and complete as applicable.

PART 2. OTHER TRANSFER INFORMATION

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)

☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____

☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____

Original term in years *(including written options)*: _____ Remaining term in years *(including written options)*: _____

☑ Other. Please explain: grant of public utility easement

C. Only a partial interest in the property was transferred. ☐ YES ☑ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price $ 0.00

B. Cash down payment or value of trade or exchange excluding closing costs Amount $ 0.00

C. First deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ FHA (___Discount Points) ☐ Cal-Vet ☐ VA (___Discount Points) ☐ Fixed rate ☐ Variable rate

☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

D. Second deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☑ NO Outstanding balance $_____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price $_____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number:

☑ Direct from seller ☐ From a family member-Relationship _____

☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home

☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☐ Unimproved lot

☑ Other. Description: (i.e., timber, mineral, water rights, etc.) easement ☐ Timeshare ☐ Commercial/Industrial

B. ☐ YES ☑ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: $_____ Incentives $ _____

C. ☐ YES ☑ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: $_____

☐ YES ☑ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. ☐ YES ☑ NO The property produces rental or other income.

If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____

E. The condition of the property at the time of sale was: ☑ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER ▶	DATE	TELEPHONE ( )
NAME OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.

EF-502-A-R17-0522-39004166

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars ($20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed a nd all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

> "**Beneficial interest**" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A "**cosigner**" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C. If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner,* form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

> **"Mortgage insurance"** is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

> **"Closing costs"** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

> A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

> An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.

November 18, 2025

Agenda Item 4.A

RECOMMENDATION

Staff recommends that the City Council:

A) Waive the first reading by substitution of title and introduce an ordinance: 1) Amending Title 9 of the Tracy Municipal Code, Building Regulations, to adopt, with local amendments, the 2025 California Building Standards Code and the California Fire Code, 2) Adopting Appendices C,F,H,I,J,K,P, and Q under the Building Code; Appendices B, BB, C, CC, D, F, H, L, N, O, and P under the Fire Code; Appendices BF, CH, BH, BI, BF, BM, CI, CK, and CJ under the Residential Code, Appendices, A,B,C,D,E,G,H,I,J, and K under the Plumbing Code, Appendices D and F under the Mechanical Code, and codifying the same as Tracy Municipal Code Title 9, and 3) Creating Tracy Municipal Code Chapter 9.18, Wildland-Urban Interface Code; and

B) Adopt a Resolution making an express finding that proposed modifications are reasonably necessary because of local climatic, geological or topographical conditions (Exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15061 (b)(3) (no potential to adversely impact the environment) and 15268 (ministerial building permit exemption)).

EXECUTIVE SUMMARY

The recommended action updates the City's current Building and Fire Codes to align with new amendments to the 2025 California Building and Fire Codes. It would also include appropriate local amendments and additional appendices, and would introduce a new Wildland-Urban Interface Code.

BACKGROUND INFORMATION

The California Building Standards Code (Building Code) is published by the California Building Standards Commission and filed with the Secretary of State, pursuant to Health and Safety Code Section 18938. Each three years, the Commission amends the Building Code and cities and counties are obligated to adopt the new standards. The most recently adopted version of the Building Code becomes effective January 1, 2026, and contains the following:

- 2025 California Building Code,
- 2025 California Mechanical Code,
- 2025 California Electrical Code,
- 2025 California Plumbing Code,
- 2025 California Residential Code,
- 2025 California Wildland-Urban Interface code,
- 2025 California Fire Code, and
- 2025 California Green Building Standard Code.

Title 9 of the Tracy Municipal Code contains the City of Tracy's building and fire codes. These codes are primarily adopted by reference to the adopted State standard. In addition, the City has elected to adopt appendices and make local amendments to the standard codes. The City last amended Title 9 on December 6, 2022, when the 2022

California Building and Fire Codes were adopted.

ANALYSIS

The proposed Building Codes include the following notable changes:

- **Wildland-Urban Interface Code**: The ordinance creates Chapter 9.18, Wildland-Urban Interface Code, which adopts by reference the standard Fire Code. This new code was created by consolidating Chapter 49 of the California Fire Code, Chapter 7A of the California Building Code, and Section R337 of the California Residential Code.
- **Large-Scale Battery Storage**: The ordinance includes an amendment to the Fire Code to eliminate exceptions to safety requirements for the large-scale storage of batteries. This is identified in California Fire Code, Section 302.1.
- **Fire Protection Pumps**: The ordinance requires installation of a diesel-driven fire pump, or electric fire pump with diesel emergency generator backup for certain buildings protected by fire sprinklers to ensure fire protection is in place even during loss of power.

Health and Safety Code Section 17958.7 allows cities to adopt amendments to the standard Building Codes if an express finding is made demonstrating the need due to "local climatic, geological or topographical conditions." A resolution is provided as Attachment B to make this express finding for the proposed amendments, which are described in detail in the ordinance.

The remainder of the proposed changes within the 2025 California Codes are minimal, administrative, and consistent with the State standards.

CEQA DETERMINATION

Adoption of this ordinance qualifies for an exemption pursuant to section 15061 (b)(3) of the Guidelines for the California Environmental Quality Act (CEQA) because it can be foreseen with certainty that the action will have no potential to adversely impact the environment. Further, ministerial building permits are exempt from CEQA under Section 15268.

COORDINATION AND OUTREACH

The Building Safety Division of the Community and Economic Development Department coordinated the proposed ordinance with the South San Joaquin County Fire Authority. In addition, the Division has coordinated with affected homebuilders, contractors, and other affected parties in anticipation of the new codes.

FISCAL IMPACT

Adoption of the proposed ordinance will not have a unique or direct fiscal impact on the

City of Tracy or the community, as these codes are compulsory January 1, 2026.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council:

A) Waive the first reading by substitution of title and introduce an Ordinance:
   1) Amending Title 9 of the Tracy Municipal Code, Building Regulations, to adopt, with local amendments, the 2025 California Building Standards Code and the California Fire Code,

   2) Adopting Appendices C,F,H,I,J,K,P, and Q under the Building Code; Appendices B, BB, C, CC, D, F, H, L, N, O, and P under the Fire Code; Appendices BF, CH, BH, BI, BF, BM, CI, CK, and CJ under the Residential Code, Appendices, A,B,C,D,E,G,H,I,J, and K under the Plumbing Code, Appendices D and F under the Mechanical Code, and codifying the same as Tracy Municipal Code Title 9, and

   3) Creating Tracy Municipal Code Chapter 9.18, Wildland-Urban Interface Code; and

B) Adopt a Resolution making an express finding that proposed modifications are reasonably necessary because of local climatic, geological or topographical conditions.

Prepared by: Dennis Canright, Building Official

Reviewed by: Forrest Ebbs, Director of Community and Economic Development
Randall Bradley, Fire Chief, South San Joaquin County Fire Authority
Sara Castro, Finance Director
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Ordinance

Attachment A

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE:

1) AMENDING TITLE 9, BUILDING REGULATIONS, OF THE TRACY MUNICIPAL CODE TO ADOPT, WITH LOCAL AMENDMENTS, THE 2025 CALIFORNIA BUILDING STANDARDS CODE AND THE CALIFORNIA FIRE CODE, AND CODIFYING THE SAME AS TRACY MUNICIPAL CODE TITLE 9;

2) ADOPTING APPENDICES C, F, H, I, J, K, P, AND Q UNDER THE CALIFORNIA BUILDING CODE, APPENDICES B, BB, C, CC, D, F, H, L, N, O, AND P UNDER THE CALIFORNIA FIRE CODE, APPENDICES BF, CH, BH, BI, BF, BM, CI, CK, AND CJ UNDER THE RESIDENTIAL CODE, APPENDICES A, B, C, D, E, G, H, I, J AND K UNDER THE PLUMBING CODE, APPENDICES D AND F UNDER THE MECHANICAL CODE, AND CODIFYING THE SAME AS TRACY MUNICIPAL CODE TITLE 9;

3) CREATING TRACY MUNICIPAL CODE CHAPTER 9.18, WILDLAND-URBAN INTERFACE CODE.

WHEREAS, pursuant to Sections 17922, 17958, 17958.5 and 17958.7 of the California Health and Safety Code, the City may adopt the provisions of the California Building, Residential, Plumbing, Mechanical, Electrical, Existing Building, Historical Building Codes, Green Building Standards Code, Wildland-Urban Interface Code and Building Efficiency Energy Standards with certain amendments to those provisions which are reasonably necessary to protect the health, welfare and safety of the citizens Tracy because of local climatic, geological and topographical conditions; and

WHEREAS, the City Council hereby makes the following findings with respect to local geological, topographical and climatic conditions relating to the amendments to the California Codes for which such findings are required:

1. Tracy is a growing community of nearly 100,000 people located in a region of the State that lies near several areas of seismic activity, with main faults near Tracy associated with the San Andreas Fault System of the greater San Francisco Bay Area, Calaveras, Hayward, and the Marsh Creek-Greenville active fault located immediately west of the southern portion of San Joaquin County, in which Tracy

is located. Tracy is proximate to these faults capable of producing earthquakes.

2. Concern for fire-life safety associated with a structural failure due to a seismic event considering the large number of buildings, the use of new structural systems, the poor performance of certain construction materials, and the quality of construction.

3. Severe seismic events could disrupt communications, mobility, damage gas mains, cause extensive electrical hazards, and place extreme demands on the limited and widely dispersed resources of the Fire Department resulting in challenges to meet the fire and life safety needs of the community.

4. The local climatic and topographical conditions of Tracy are characterized as containing areas of highly flammable vegetation and typically warm, dry summers that can contribute to wildfire conducive conditions. Tracy is located in an area of significant high winds that create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of these requirements will enable a quicker response time by the local fire department in the event of an emergency.

5. Local geographical strata of expansive soils can result in differential volume changes of soil and lead to horizontal and vertical displacement of the slab causing major structural damage.

6. Local geological conditions are characterized by corrosive soils which notably present within and around the city limits. Increased protections are put into place to prevent and slow down the corrosive action which will ensure that electrical and structural components maintain their integrity and minimize or prevent structural damage.

WHEREAS, the adoption of this ordinance qualifies for an exemption pursuant to section 15061 (b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), because it can be foreseen with certainty that the action will have no potential to adversely impact the environment. Further, ministerial building permits are exempt from CEQA under Section 15268

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1: **Incorporation of Recitals/Findings.** The City Council finds and determines the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City.

SECTION 2: **Building Code**. Tracy Municipal Code Section 9.04.030 is hereby amended as follows:

9.04.030 - Adoption by reference of the California Building Code.
The City hereby adopts by reference the code entitled "~~2022~~2025 California Building Code," Volumes 1 and 2, including appendices C, F, H, I, J, K, ~~and~~ P, and Q, copyrighted by the International Code Council and the California Building Standards Commission (hereinafter "California Building Code"), as amended by this chapter. The California Building Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code Section 50022.6.

SECTION 3: **Fire Code**. Tracy Municipal Code Sections 9.06.010, 9.06.020, 9.06.040, 9.06.050, 9.06.060, and 9.006.080 are readopted in their entirety without change.

Section 9.04.030 is hereby amended as follows:
9.06.030 - Adoption by reference of the California Fire Code.
The City hereby adopts by reference the code entitled "~~2022~~2025 California Fire Code" including appendices B, BB, C, CC, D, F, H, L, N, ~~and~~ O, and P, copyrighted by the International Code Council and the California Building Standards Commission (hereinafter "California Fire Code"), as amended by this chapter. The California Fire Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code Section 50022.6.

Section 9.06.070 is hereby amended as follows:
9.06.070 Amendments to the California Fire Code.
The City of Tracy hereby makes the following local amendments to the California Fire Code:

CHAPTER 1

Section 103.1 is amended to read as follows:

Section 103.1 Creation of agency. The South San Joaquin County Fire Authority is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Section 103.2, Appointment, is hereby repealed in its entirety as it purports to give vested employment rights different than currently exists for the fire code official.

Section 105.2.3 is amended to read as follows:

Section 105.2.3 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the fire code official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing

and justifiable cause demonstrated. However, at the discretion of the fire code official, an application shall not be extended more than two times if this code or any other pertinent code, law or ordinance has been adopted subsequent to the date of application.
A new application shall be submitted, and corresponding fees shall be paid when an application for a permit has expired.

Section 105.3.2 is amended to read as follows:

Section 105.3.2 Extensions. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. However, at the discretion of the building official, a permit shall not be extended more than two times if this code or any other pertinent code, law or ordinance has been adopted subsequent to the date of application. A new permit shall be obtained, and corresponding fees shall be paid when a permit has expired."

Section 105.5.5 is amended to read as follows:

105.5.5 Carnivals, Fairs, Festivals, and Exhibitions. A permit is required to operate a carnival, fair, festival, or exhibition.

Section 105 is amended by adding subsections ~~105.6.55 through 1056.57~~ 105.5.60 through 105.5.63 to read as follows:

Section ~~105.6.55~~ 105.5.60 Christmas tree lots, haunted house or corn maze. An operational permit is required to operate a temporary or permanent operation.

~~105.5.56~~ 105.5.61 Emergency Responder Radio Coverage. An operational permit is required for facilities with Emergency Responder Radio Coverage Systems.

~~105.5.57~~ 105.5.62 Indoor Growing Operation. An operational permit is required to operate an indoor growing operation.

Exception: Agricultural Greenhouses in an agricultural zone.

~~105.5.58~~ 105.5.63 Retail Cannabis Operation. An operational permit is required to operate a retail cannabis operation.

Section 106 is amended by adding subsection 106.2.1.1 to read as follows:

106.2.1.1 Detail Page. An 8 ½" x 11" document and an electronically submitted "detail" page for emergency responder data files shall be submitted to and approved by the fire authority before final inspection. Detail page shall include a site plan showing:

a. Property, site layout
b. Roads, fire access lanes, and building access points

c. Premises identification (Address, building identification, suites, room numbers, etc.)
d. Fire Hydrant and Fire Department Connection (FDC) locations
e. Knox product locations
f. Fire alarm control locations
g. Fire riser locations
h. Hose valve locations
i. "Main Electrical" and "Main Gas Disconnect" locations
j. Hazardous materials storage

Section ~~107~~ 108 is amended by adding subsection ~~107.7~~ 108.7 to read as follows:

~~107.7~~ 108.7 Reinspection Fee. A reinspection fee may be assessed for each inspection, test, or reinspection when such portion of work for which an inspection is requested is not complete or when corrections requested to be inspected are not made. This section is not to be interpreted as requiring reinspection fees the first time an inspection or test is rejected for failure to comply with the requirements of the code, but as controlling the practice of requesting inspections/tests before the job is ready for such inspection or test. Reinspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which the inspection/test is requested, failure for those individuals conducting the test to show up at the scheduled time or deviating from the approved plans. The fee shall be equal to all incurred costs for inspection and administrative staff at the fully burdened rate.

CHAPTER 2

Section 202 subsection FALSE ALARM is amended to read as follows:
FALSE ALARM shall mean the giving, signaling or transmission to any public fire station or company or to any officer or employee thereof, whether by telephone, spoken word or otherwise, information to the effect that there is a fire, medical emergency, rescue request, or other need for emergency service at or near the place indicated by the person giving, signaling, or transmitting such information, and there is found to be no need for emergency services.

CHAPTER 3

Chapter 3 of the 2022 California Fire Code is adopted in its entirety as amended below:

Section 315.7.2 is amended to read as follows:

315.7.2 Distance to lot line. Where pallets, palletized packing boxes, bin boxes or other combustibles are piled or stored adjacent to a property line, the distance from such storage or pile shall not be less than 20 feet to the property line.

Section 315.7.3 is amended to read as follows:

315.7.3 Storage height. Pallets, palletized packing boxes, bin boxes and other combustible materials shall be stored or piled with due regard to stability but in no case greater than ~~15~~ 12 feet in height.
Exception: Bin boxes may be stacked to a maximum height of 20 feet.

Section 315 is amended by adding section 315.7.8 to read as follows:

Section 315.7.8 Outside storage of pallets, palletized packing boxes, bin boxes and other combustibles.
Section 315.7.8.1 Operational permit required. An operational permit shall be obtained to store pallets, palletized packing boxes, bin boxes and other combustible materials more than 2500 cubic feet.
Section 315.7.8.2 Proximity to other combustible yard storage
Pallets, palletized packing boxes and bin boxes shall be stored within the limitations to other combustible yard storage as per Table 315.7.8.3 (a). The distance of stacked pallets, palletized packing boxes or bin boxes adjacent to buildings on the same lot shall comply with Table 315.7.8.3 (b).

Table 315.7.8.3 (a)
Minimum distance of piled storage to other combustible yard storage

# of Pallets Bins or boxes	Min. Ft.
<50	20 Feet
50-200	30 Feet
>200	50 Feet

Table 315.7.8.3 (b)
Minimum distance of piled or combustible storage to buildings

Building Wall Construction	# of Pallets, Bins or Boxes		
	<50	50-200	>200
Masonry without openings	0 ft.	0 ft.	15 ft.
Wood or metal with outside sprinklers	10 ft.	20 ft	30 ft.
Wood, Metal or Masonry W/O outside sprinklers	20 ft.	30 ft.	50 ft.

Section 315.7.8.3 Fire access

Fire access driveways between and around pallets, palletized packing boxes, bin boxes or other combustibles shall be a minimum of 20 feet in width and maintained free from accumulation of rubbish, weeds, machinery, equipment, or other obstructions that may block access or add to the fire hazard. Driveways shall be spaced to establish a maximum grid of storage not to exceed 50 feet by 50 feet and no pile shall exceed 2500 square feet in dimension or more than 50 feet in any one dimension. An approved turning radius around such piles shall be maintained at all times.
Section 315.7.8.4 Fencing

Outside storage of pallets, palletized packing boxes, bin boxes or other combustibles operating under a permit shall be enclosed by a suitable fence not less than 6 feet in height.

Section 315.7.8.5 Water Supply

An approved water supply and hydrants capable of supplying the required fire flow shall be provided within 400 feet or all portions of the storage area in accordance with section 507 of the ~~2019~~ 2025 California Fire Code or NFPA 1142 (where municipal water supplies are not available).

Section 320.1 is amended to read as follows:

320.1 General

The storage of batteries shall comply with Section 320.

~~Exceptions:~~

~~1. New or refurbished batteries installed in the equipment, devices or vehicles they are designed to power.~~
~~2. New or refurbished batteries packed for use with the equipment, devices or vehicles they are designed to power.~~
~~3. Batteries in original retail packaging that are rated at not more than 300 watt-hours for lithium-ion batteries or contain not more than 25 grams of lithium metal for lithium metal batteries.~~
~~4. Temporary storage of batteries or battery components during the battery manufacturing process prior to completion of final quality control checks.~~
~~5. Temporary storage of batteries during the vehicle manufacturing or repair process.~~
~~6. Batteries in use, staged for use after charging, or charging for use with equipment that are rated at 300 watt-hours or less for lithium-ion batteries or contain 25 grams or less of lithium metal for lithium metal batteries.~~

CHAPTER 4

Section 401.5 is amended by adding subsection 401.5.1 Cost to read as follows:

Section 401.5.1 Cost recovery. All costs incurred by the City to any response to a false alarm will be charged to that person, property owner, firm or corporation causing the transmission of the false alarm.

Section 403.10.6 is amended as follows:

403.10.6 Lithium-Ion and Lithium Metal Batteries. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for occupancies that involve activities for the research and development, testing, manufacturing, handling or storage of lithium-ion batteries or lithium metal batteries, or the repair or servicing of vehicles powered by lithium-ion batteries or lithium metal batteries.

~~Exceptions: A fire safety and evacuation plan is not required for the storage or merchandizing of any of the following:~~
~~1.New or refurbished batteries installed for use in the equipment or vehicles they are designed to power.~~
~~2.New or refurbished batteries packed for use with the equipment or vehicles they are designed to power for merchandizing purposes.~~
~~3.New or refurbished lithium-ion batteries rated at not more than 300 watt-hours and lithium metal batteries containing not more than 25 grams of lithium metal in their original retail packaging.~~

CHAPTER 5

Section 503.6 is amended to read as follows:

Section 503.6 Security gates. The installation of security gates across a fire apparatus access road shall require, prior to installation, approval by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. All electrically operated automatic gates across fire apparatus access roads shall be equipped with traffic preempting optical signal receivers compatible with the emitters utilized by the Fire Department, which will activate the gate and override all command functions of the gate controller. Knox Switches shall be provided at automatic gates. The traffic preemptive optical signal receiver and key switch shall be provided on both sides of an automatic access gate where an exit loop is not provided. The automatic gate shall have a battery backup or manual mechanical disconnect readily accessible to emergency personnel in case of power failure. All gates must meet Fire Department standards deemed necessary by the fire code official for rapid, reliable access. Electric gate operators, where provided, shall be listed in accordance with UL 325.
Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F 2200. All manual gates shall be equipped with a Knox-Box containing a key to the gate, or an approved Knox-Padlock.

Section 505.1 is amended to read as follows:

Section 505.1 Address Identification. New and existing buildings shall be provided and maintained with approved address identification. The identification shall comply with all of the following:

1. Not less than 4" high with a 1/2" stroke width. For Commercial Buildings, the size shall be a minimum of 24” high with a 6” stroke width.
2. Located minimum of 6' above grade.
3. Illuminated at night. Illumination shall be either internally or externally at an intensity of 5.0 foot-candles.
4. Numbers shall contrast with the background.

5. Numbers shall be placed on a portion of the building that is both legible and visible from the street that fronts the property.
6. Numbers shall not be placed on a moveable door and shall not be obstructed from view from the street.
7. Addresses shall be Arabic numbers or alphabetical letters and conventional in form.

Additionally, where access is by means of a private road and/or the building address cannot be viewed from the public way, a monument, pole, or other approved sign or means shall be used to identify the structure. Where required by the fire code official, address numbers/figures shall be provided in additional approved locations to facilitate emergency response.

Multiple tenant spaces serviced by vehicular access to the rear of the building through any driveway, alleyway, or parking lot shall have numbers or addresses placed prior to occupancy on all new and existing buildings as to be plainly visible and legible from the rear access way.

Multiple tenant spaces serviced by rear access through a corridor, exit court, or exit yard shall have approved numbers or addresses displayed on the rear of the tenant space.

Multiple tenant spaces that front on interior walkways or pedestrian malls shall have approved numbers or addresses placed over the entrance door in all new and existing buildings. An illuminated annunciator or directory board shall be required at every entrance where deemed necessary by the fire code official.

Section 506.1 is amended to read as follows:

Section 506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life safety or firefighting purposes, the fire code official is authorized to require a key box in which all keys necessary for entering any portion of the property, building or area shall be contained. The key box shall be manufactured by Knox (listed in accordance with UL 1037) and as a minimum size, shall be a Knox-Box 3200 series box with exterior dimensions of 5"x4"x3 ¾". Larger boxes will be required dependent upon the number of keys to be set within the box. The Knox-Box shall be installed at a height of 72" above finished grade in an accessible location approved by the fire code official. Keys within the box shall be permanently and readily identified.

Section 506 is amended by adding subsection 506.3 to read as follows:

Section 506.3 Hazardous materials management plan box. When a facility stores or uses hazardous materials, the fire code official may require the installation of a secured box manufactured by KNOX and located at the facilities primary entrance or fire control room. The plan box shall contain up-to-date hazardous materials inventory sheets (HMIS) of all the hazardous materials stored or used within the facility, hazardous materials

management plan (HMMP) and contact information of the company liaison to the fire department. The plan box shall be waterproof and of sufficient size to contain HMMP and HMIS information without the need to fold the documentation.

Section 509 is amended by adding subsection 509.3 to read as follows:

509.3 Fire Control Room. All new buildings protected with an automatic fire extinguishing system shall be provided with a Fire Control Room in which shall contain system control valves and where practical, fire alarm panel, smoke exhaust controls and all other equipment (excluding fire pump) as designated by the fire code official. If the electrical power equipment is not located within the Fire Control Room, then, it shall be in a room immediately adjacent thereto or as approved by the fire code official. The fire control room shall be located to be directly accessible from the exterior of the building and provided with a durable and permanent sign on the exterior of the access door to identify the space as the fire control room.

CHAPTER 6

Section 603 is amended by adding subsection 603.1.3 to read as follows:

603.1.3 Main Disconnects. The main electrical service to any commercial building shall be accessible for emergency shut off from the outside of the building. This may be accomplished by providing one (1) main disconnect, a Knox disconnect or shunt trip device. If, out of necessity, there is more than one main service disconnect, these disconnects shall be in close proximity to each other as approved by the fire code official. If a generator system activates automatically when a shunt trip or main disconnect shuts down, a control to stop the generator must be located with the main disconnect or shunt trip. Shunt trips, main disconnects and generator controls shall be identified by signs approved by the fire code official.

EXCEPTION:

1. Fire Control Room with a marked door that is directly accessible from the outside of the building.

CHAPTER 9

Section 901 is amended by adding subsection 901.6.3.2 to read as follows:

901.6.3.2 Records Reporting. Fire detection, alarm, and extinguishing systems shall be maintained in an operative condition at all times and shall be replaced or repaired when they become defective. Non-required fire protection systems and equipment shall be inspected, tested, and maintained or removed. All inspection, testing and maintenance reports shall be forwarded to the Fire Authority using electronic media to the

designated third party as selected by the Fire Authority. Paper (hard copy) reports are not permitted.

Section 903 is amended by adding subsection 903.2.20 to read as follows:

Section 903.2.22 Automatic fire sprinklers. In addition to the requirements specified in Section 903 of this code, an automatic fire sprinkler system shall be installed throughout and maintained in operable condition in the following buildings:

1. Every building hereafter constructed in which the total area of the building is greater than 6,000 square feet including overhangs.
2. Every building hereafter constructed of three or more stories in height as defined in the building code.
3. Every building hereafter remodeled or improved within a three-year period when the cost of improvements (alterations and/or structural repairs to the building) requiring permits exceeds a valuation threshold as specified below and the total area of the building exceeds 6,000 square feet.

The calculation is determined using a valuation threshold of $100,000 based on the 1985 "ENR US20 Cities" Average Construction Cost Index of 4195 adjusted by area cost factors. The city will annually update the valuation threshold to a current amount based on the increase in the index since the last figure used.

4. Every building hereafter changed in occupancy classification and the total area is greater than 6,000 square feet, and the proposed use is deemed to be more hazardous based on risk analysis by the fire code official.
5. Every building hereafter in which square footage is increased by 50% or more within a three-year period and the total square footage of the building exceeds 6000 square feet. If the additional square footage added to a building creates a total that exceeds the minimum code requirement for sprinklers for that occupancy type, then automatic sprinklers shall be required.
6. (Exception) Minor additions; not greater than 500 square feet in area to existing non-sprinklered buildings and the purpose of the addition is for accessory storage or disabled access upgrades.

Section 903.3.6 is amended to read as follows:

903.3.6 Hose threads. Fire hose threads and fittings used in connection with automatic sprinkler systems shall be “National Hose” (NH).

Section 912.2.1 is amended to read as follows:

912.2.1 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be approved by the fire code official. Fire

department connections shall be within one hundred (100) feet of a fire hydrant.

Section 912.5 is amended to read as follows:

Section 912.5 Signs. A metal sign with raised letters at least 1 inch (25 mm) in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes, or fire pump connections. Such signs shall read: AUTOMATIC SPRINKLERS or STANDPIPES or TEST CONNECTION or a combination thereof as applicable. Where the fire department connection serves a portion of a building or a specific building among multiple buildings a sign shall be provided to reflect the appropriate building or portion of a building served.

Section 913 is amended by adding the following text to the end of the section:

Section 913.7 Meters and testing devices. Where fire pumps are provided, they shall have a test loop installed in accordance with the applicable portions of NFPA 20 Section 4.21.2.

Section 913.2 is amended to read as follows:

The fire pump, driver and controller shall be protected in accordance with NFPA 20 against possible interruption of service through damage caused by explosion, fire, flood, earthquake, rodents, insects, windstorm, freezing, vandalism and other adverse conditions. The fire pump, driver and controller shall be diesel driven or it shall be electric with a diesel emergency generator backup as a secondary power source.

CHAPTER 11

Chapter 11 of the ~~2022~~ 2025 California Fire Code is partially adopted with adopted sections listed below (sections adopted by the State Fire Marshal remain unchanged unless modified below):

Section 1103.2 amended to read as follows:

Section 1103.2 Emergency responder radio coverage in existing buildings. Existing buildings that do not have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction shall be equipped with such coverage when any of the following conditions apply:

1. Where the use or occupancy group of the building has been changed and the use or occupancy is more hazardous.
2. Where the addition of metal racking systems, equipment, or interior walls utilizing metal, masonry or concrete materials that interfere with emergency responder radio coverage within the building as noted below:

a. Where multiple tenant spaces exist within a single structure, only the tenant space where improvements are made that trigger radio coverage shall have radio coverage. The improvements made to provide adequate radio coverage shall be designed, however, to have the capability to expand indoor radio coverage to all other areas of the building by adding cable and antennas if needed for subsequent improvements in these other areas of the building. Survivability of the cable pathway and "junction" locations between tenant spaces shall be addressed.
b. New metal racks (including required aisle and flue space) or equipment installed that increase existing metal racks (including required aisle and flue space) or equipment by 40% or greater of tenant spaces up to 100,000 square feet, 35% or greater of tenant spaces up to 400,000 square feet and 25% or greater of tenant spaces greater than 400,000 square feet shall require radio coverage.
c. New metal racks (including required aisles and flue spaces) or equipment that cover 30% or greater area of the tenant space where no such improvements previously existed shall require radio coverage in tenant spaces up to 100,000 square feet; 25% or greater of tenant spaces up to 400,000 square feet and 20% or greater of tenant spaces greater than 400,000 square feet.
d. New masonry or concrete walls and elevated floor/ceilings and metal-framed walls or floor/ceilings installed that increase existing masonry or concrete walls and elevated floor/ceilings and metal-framed walls and floor/ceilings (area calculation) by 40% or greater of tenant spaces up to 100,000 square feet, 35% or greater of tenant spaces up to 400,000 square feet and 25% or greater of tenant spaces more than 400,000 square feet shall require radio coverage.
e. New masonry or concrete walls and elevated floor/ceilings and metal-framed walls or floor/ceilings installed that cover 30% or greater area of the tenant space (area calculation) where no such improvements previously existed shall require radio coverage in tenant spaces up to 100,000 square feet, 25% or greater of tenant spaces up to 400,000 square feet and 20% or greater of tenant spaces more than 400,000 square feet.

3. Every building hereafter in which square footage of the building is increased by 50% or more within a three-year period and the total square footage of the building exceeds 10,000 square feet. Exception: 1). Group R Division 3 Occupancies and buildings constructed entirely of structural members made of wood.

CHAPTER 25

Chapter 25 of the ~~2022~~ 2025 California Fire Code is adopted in its entirety without amendment.

CHAPTER 26

Chapter 26 of the ~~2022~~ 2025 California Fire Code is adopted in its entirety without amendment.

CHAPTER 32

Chapter 32 of the 2025 California Fire Code is adopted in its entirety as amended below:

Table 3203.8 – Examples of Commodity Classification, Product Category: Batteries. Product: Lithium-ion ~~(excludes lithium-ion installed in the equipment or appliance it powers)~~ Classification: High-hazard.

CHAPTER 57

Chapter 57 of the ~~2022~~ 2025 California Fire Code is adopted in its entirety as amended below:
That the geographic limits referred to in Chapter 57 of the ~~2022~~ 2025 California Fire Code are hereby established as follows:

Section 5704.2.9.6.1 is amended to include the geographical areas such storage is prohibited:

Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of class I and 2 liquids in above-ground tanks is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural use.
Exception: Above ground tanks located at public safety facilities.

Section 5706.2.4.4 is amended to include the geographical areas such storage is prohibited:

Section 5706.2.4.4. Locations where above-ground tanks are prohibited. Locations where above-ground tanks are prohibited. Storage of class I and 2 liquids in above-ground tanks is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural use.

CHAPTER 58

Chapter 58 of the ~~2022~~ 2025 California Fire Code is adopted in its entirety as amended below:

That the geographic limits referred to in Chapter 58 of the ~~2022~~ 2025 California Fire Code are hereby established as follows:

5806.2 Limitations. The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in any area which is zoned for other than industrial use.

CHAPTER 61

Section 6104.2 of the ~~2022~~ 2025 California Fire Code is amended to include the geographical areas restricting the storage of liquefied petroleum gas:

6104.2 Maximum capacity within established limits. The storage of liquefied petroleum gases prohibited in any central business district and in all zoning districts except districts zoned for commercial, industrial, rural, or agricultural uses.

APPENDIX B

Section B105.2 is amended by adding the following text to the end of the section:
Exception:

5. A maximum reduction in required fire-flow of up to 50 percent, as approved by the fire code official, is allowed when the building is provided with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 as opposed to the 75% reduction values given for minimum fire flows in Table B1105.2. A reduction in required fire-flow of up to 75 percent, as approved by the fire code official, is allowed for warehouse buildings of Type I, Type II, and Type III construction provided with ESFR automatic fire sprinkler systems. The resulting fire-flow for any of these reductions shall not be less than 1500 gallons per minute for the prescribed duration according to Table B105.1(2). Reduction of fire-flow applies to the fire hydrants requirements as specified in Appendix C.

APPENDIX BB

Section BB105.1 and Exception is amended to read as follows:

Section BB105.1 The minimum fire-flow and flow duration for school buildings shall be as specified in Table B8105.1.
Exception: A reduction in required fire flow of up to 50 percent is allowed when the building is provided with an approved automatic sprinkler system. When a reduction in fire flow is used, fire flow shall not be less than 1500 gallons per minute for the prescribed duration as specified in Table B8105.1. Reduction of fire-flow applies to the fire hydrants requirements as specified in Appendix CC.

APPENDIX C

Appendix C is amended by adding section C106 to read as follows:

Section C106 Hydrant type. The fire code official shall approve the type of fire hydrants to be installed in the public right of way or on private property prior to any such installation.

Table C102.1 Number and Distribution of Fire Hydrants, footnote "b" is repealed and amended to read as follows:

Table C102.1 footnote "b"

b. Where streets are provided with median dividers that make access to hydrants difficult, cause time delay, or create undue hazard or both, or where arterial streets are provided with four or more traffic lanes, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.

APPENDIX CC

Appendix CC is amended by adding section CC106 to read as follows:

Section CC106 Hydrant type. The fire code official shall approve the type of fire hydrants to be installed in the public right of way or on private property prior to any such installation.

Table CC105.1 Number and Distribution of Fire Hydrants, footnote "b" is repealed and amended to read as follows:

Table CC105.1 footnote "b"

b. Where streets are provided with median dividers that make access to hydrants difficult, cause time delay, or create undue hazard or both, or where arterial streets are provided with four or more traffic lanes, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.

SECTION 4: Electrical Code. Tracy Municipal Code Section 9.08.030 is hereby amended to read as follows:

9.08.030 Adoption by reference of the California Electrical Code.

The City hereby adopts by reference the code entitled 2025 California Electrical Code," copyrighted by the National Fire Protection Association and approved by the California Building Standards Commission (hereinafter "California Electrical Code"), as amended by this chapter. The California Electrical Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code Section 50022.6.

SECTION 5: **Residential Code**. Tracy Municipal Code Section 9.10.030 is hereby amended to read as follows:

9.10.030 Adoption by reference of the California Residential Code. The City hereby adopts by reference the code entitled "2025 California Residential Code" and appendices BF, CH, BH, BI BJ, BM, CI, CK and CJ copyrighted by the International Code Council and the California Building Standards Commission (hereinafter "California Residential Code"), as amended by this chapter. The California Residential Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code Section 50022.6.

SECTION 6: **Plumbing Code**. Tracy Municipal Code Section 9.12.030 is amended to read as follows:

9.12.030 Adoption by reference of the California Plumbing Code.
The City hereby adopts by reference the code entitled "~~2022~~2025 California Plumbing Code," including appendices A, B, C, D, E, G, H, I, J and K, copyrighted by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission (hereinafter "California Plumbing Code"), as amended by this chapter. The California Plumbing Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code Section 50022.6.

SECTION 7: **Green Building Code**. Tracy Municipal Code Section 9.14.030 is hereby amended to read as follows:

9.14.030 Adoption by reference of the California Green Building Standards Code. The City hereby adopts by reference the code entitled ~~2022~~2025 California Green Building Standards Code" without appendices and copyrighted by the California Building Standards Commission (hereinafter "California Green Building Standards Code"), as amended by this chapter. The California Green Building Standards Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code Section 50022.6.

SECTION 8: **Mechanical Code**. Tracy Municipal Code Section 9.16.030 is hereby amended to read as follows:

9.16.030 Adoption by reference of the California Mechanical Code.
The City hereby adopts by reference the code entitled ~~2022~~2025California Mechanical Code," and appendices D and F attached thereto, copyrighted by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission (hereinafter "California Mechanical Code"), as amended by this chapter. The California Mechanical Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code Section 50022.6.

SECTION 9: **Historical Building Code**. Tracy Municipal Code Section

9.48.030 is hereby amended to read as follows:

9.48.030 Adoption by reference of the California Historical Building Code.
The City hereby adopts by reference the code entitled "~~2022~~2025 California Historical Building Code" including all appendices attached thereto and copyrighted by the California Building Standards Commission (hereinafter "California Historical Building Code"), as amended by this chapter. The California Historical Building Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code Section 50022.6.

SECTION 10: **Existing Building Code**. Tracy Municipal Code Section 9.50.030 is amended to read as follows:

9.50.030 Adoption by reference of the California Existing Building Code.
The City hereby adopts by reference the code entitled "~~2022~~2025 California Existing Building Code", without appendices, copyrighted by the International Code Council and the California Building Standards Commission (hereinafter "California Existing Building Code"), as amended by this chapter. The California Existing Building Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code Section 50022.

SECTION 11: **Energy Code**. Tracy Municipal Code Section 9.64.030 is hereby amended to read as follows:

9.64.030 Adoption by reference of the California Energy Code.
The City hereby adopts by reference the code entitled "~~2022~~2025 California Energy Code," without appendices, published by the International Code Council and copyrighted by the California Building Standards Commission (hereinafter "California Energy Code"), as amended by this chapter. The California Energy Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code Section 50022.6.

SECTION 12: **Wildland-Urban Interface Code**. Tracy Municipal Code Chapter 9.18 – WILDAND-URBAN INTERFACE CODE is hereby adopted as follows:

9.18.030 Adoption by reference of the California Wildland-Urban Interface Code.
The City hereby adopts by reference the code entitled "2025 California Wildland-Urban Interface Code", without appendices, copyrighted by the International Code Council and the California Building Standards Commission (hereinafter "California Wildland-Urban Interface Code"), as amended by this chapter. The California Wildland-Urban Interface Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code Section 50022."

Chapter 9.18 – WILDLAND-URBAN INTERFACE CODE

9.18.010 - Reference to chapter.
This chapter 9.18 of the Tracy Municipal Code may be referred to as the "City Wildland-Urban Interface Code," and is adopted pursuant to Government Code Section 50022.2. For purpose of clarity, the term "Code," when used alone, shall refer to the Tracy Municipal Code.

9.18.020 - Purpose of chapter.
The purpose of this code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

The unrestricted use of property in wildland-urban interface areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to provide adequate fire protection facilities to control the spread of fire in wildland-urban interface areas shall be in accordance with this code.

This code shall supplement the jurisdiction’s building and fire codes, to provide for special regulations to mitigate the fire- and life-safety hazards of the wildland-urban interface areas.

9.18.030 - Adoption by reference of the Wildland-Urban Interface Code.
The City hereby adopts by reference the code entitled "2025 California Wildland-Urban Interface Code, copyrighted by the International Code Council and the California Building Standards Commission (hereinafter "California Wildland-Urban Interface Code"), as amended by this chapter. The California Wildland-Urban Interface Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code Section 50022.6.

9.18.040 - Penalty provisions.
California Wildland-Urban Interface Code Subsection 109.3.7, Violation penalties, is amended by deleting the existing text and replacing it to read as follows:
Violations of this chapter shall be enforced by the City in accordance with Tracy Municipal Code Section 9.02.040.

9.18.050 - Amendments to the California Wildland-Urban Interface Code.
The City of Tracy hereby makes the following local amendments to the California Wildland-Urban Interface Code:

CHAPTER 1

Section 105.4.2 is amended to read as follows:

105.4.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the ~~code~~building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. However, at the discretion of the building official, an application shall not be extended more than two times if this code or any other pertinent code, law or ordinance has been adopted subsequent to the date of application. A new application shall be submitted and corresponding fees shall be paid when an application has expired.

Section 105.8 is amended to read as follows:

Section 105.8 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. However, at the discretion of the building official, a permit shall not be extended more than two times if this code or any other pertinent code, law or ordinance has been adopted subsequent to the date of application. A new permit shall be obtained and corresponding fees shall be paid when a permit has expired.

SECTION 13: Board of Appeals. Tracy Municipal Code Section 9.44.010 is hereby amended to read as follows:

9.44.010 – Name and Purpose
The Board of Appeals is created in order to hear appeals by persons aggrieved by any administrative decisions in the City's application of the Uniform Housing, Building, Mechanical, Electrical, Plumbing, Abatement of Dangerous Buildings, Residential, Green Building Standards, Historical Building Code, Energy Code, Existing Building Code, ~~and~~ Fire Codes, and California Wildland-Urban Interface Code, or regulations adopted under them. (See TMC Chapter 9; and TMC sections 9.02.050 and 9.06.050.) It will also serve as the appeal board when determinations are made regarding special conditions for persons with disabilities, under California Building Code section 1.9.1.5 or California Health and Safety Code section 19957.5.

SECTION 14: **Title, chapter, and section headings**. Title, chapter, and section headings contained herein shall not be deemed to govern, limit, modify, or in any

manner affect the scope, meaning or intent of the provisions of any title, chapter, or section hereof.

SECTION 15: CEQA Determination: The adoption of this ordinance qualifies for an exemption pursuant to section 15061 (b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), because it can be foreseen with certainty that the action will have no potential to adversely impact the environment. Further, ministerial building permits are exempt from CEQA under Section 15268.

SECTION 16: Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause, or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional

SECTION 17: Effective Date. This ordinance shall become effective upon the thirtieth (30^{th}) day after final adoption.

SECTION 18: Publication. The City Clerk is directed to publish this ordinance in a manner required by law.

SECTION 19: Codification. This Ordinance shall be codified in the Tracy Municipal Code.

* * * * * * * * * * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 18th day of November 2025, and finally adopted on the _____ day of _____, 2025, by the following vote:

AYES –
NOES –
ABSENT –
ABSTENTION –

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Date of Attestation: _____

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

SETTING FORTH FINDINGS TO SUPPORT LOCAL AMENDMENTS TO THE 2025 CALIFORNIA CODE OF REGULATIONS, TITLE 24 PARTS 1-12, BY THE BUILDING SAFETY DIVISION OF THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT AND THE COMMUNITY RISK REDUCTION DIVISION OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY. THE ADOPTION OF THIS ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061 (B)(3), THE "COMMON SENSE" EXEMPTION BECAUSE ADDING AND CLARIFYING LANGUAGE RELATED TO THE APPLICABILITY OF BUILDING CODES AFFECTS THE PROCESSING AND ISSUANCE OF MINISTERIAL PERMITS. MINISTERIAL PERMITS ARE ALSO EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTION 15268.

WHEREAS, Health and Safety Code Section 17958 provides that the City of Tracy ("City") shall adopt Ordinances and regulations imposing the same or modified or changed requirements as are contained in the regulations adopted by the State of California pursuant to Health and Safety Code Section 17922; and

WHEREAS, Health and Safety Code Section 17958.5 permits the City to make modifications or changes to the requirements contained in the provisions published in the California Building Standards Code and other regulations adopted pursuant to Health and Safety Code Section 17922 (hereinafter "Codes"); and

WHEREAS, Health and Safety Code Section 17958.7(a) requires that the City Council, before making any modifications or changes to the Codes, shall make an express finding that such changes or modifications are reasonably necessary because of local climactic, geographic, or topographic conditions; and

WHEREAS, Staff recommends that the City Council introduce an ordinance adopting, by reference, the 2025California building and related codes, specifying which appendices apply to the City of Tracy, re-adopting certain existing sections of title 9 of the Tracy Municipal Code, adopting local standards related to emergency housing, straw-clay construction, corrosive soils, exterior pallet storage, radio amplification

systems, other emergency responder requirements and flood plain regulations and set a public hearing date and time for adoption of the ordinance; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy makes the following findings supporting the local amendments to the California Code of Regulations, Title 24 Parts 1-12:

1. Amending Section 105.2 item 1 of the California Building Code clarifying building height of permit-exempted one-story detached accessory structures. This amendment is administrative in nature.
2. Amending Section 105.2 item 2 of the California Building Code specifying specific fence types that are not exempt from a building permit. This amendment is administrative in nature.
3. Amending Section 105.3.2 of the California Building Code clarifying the time limitations for permit applications. This amendment is administrative in nature.
4. Amending Section 105.5 of the California Building Code clarifying the process and time limits for extensions to permits. This amendment is administrative in nature.
5. Amending Section 502.1 of the California Building Code clarifying the requirements for address identification. This amendment is due to the local climatic and topographical conditions that create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of these requirements will enable a quicker response by our Fire Department to an emergency fire event.
6. Amending Section 1808A.6.1 of the California Building Code clarifying the requirements for slabs-on-grade. This amendment is due to geological strata of expansive soils and that is intended to address the differential volume changes of soil and to prevent horizontal and vertical displacement of the slab.
7. Amending Section P104..1 of the California Building Code by requiring guardrail heights located at lofts to coincide with current California Residential Code requirements. This amendment is administrative in nature.
8. Amending Section 103.1 of the California Fire Code specifying the South San Joaquin County Fire Authority is the agency responsible for the implementation, administration, and enforcement of the Fire Code. This amendment is administrative in nature.
9. Repealing Section 103.2 of the California Fire Code regarding the appointment of the fire code official. This amendment is administrative in nature.
10. Amending Section 105.2.3 of the California Fire Code clarifying the time limits for permit applications. This amendment is administrative in nature.
11. Amending Section 105.3.2 of the California Fire Code clarifying the process and time limits for extensions to permits. This amendment is administrative in nature.
12. Amending Section 105.5.5 of the California Fire Code adding the text to include festivals and exhibitions. This amendment is administrative in nature.
13. Adding Section ~~105.5.55~~ 105.5.60 to the California Fire Code expanding operation permit requirements for both temporary and permanent operation of

Christmas tree lots, haunted houses, and corn mazes. This amendment is administrative in nature.

14. Adding Section ~~105.5.56~~ 105.5.61 to the California Fire Code expanding operation permit requirements for facilities equipped with emergency responder radio coverage systems. This amendment is administrative in nature.
15. Adding Section ~~105.5.57~~ 105.5.62 to the California Fire Code expanding operation permit requirements for indoor growing operations with the exception of agricultural greenhouses in an agricultural zone. This amendment is administrative in nature.
16. Adding Section ~~105.5.58~~ 105.5.63 to the California Fire Code expanding operation permit requirements for retail cannabis operations. This amendment is administrative in nature.
17. Addition Section 106.2.1.1 to the California Fire Code requiring the submission of a detail page for emergency responder data files. This amendment is administrative in nature.
18. Adding Section ~~107.7~~ 108.7 to the California Fire Code specifying when reinspection fees may be assessed. This amendment is administrative in nature.
19. Amending Section 202 of the California Fire Code clarifying the definition of "False Alarm". This amendment is administrative in nature.
20. Amending Section 112.4 of the California Fire Code clarifying the violations and penalties provisions. This amendment is administrative in nature.
21. Amending Sections 315.7.2 and 315.7.3 to the California Fire Code the distances from lot lines and storage heights of pallets, palletized packing boxes, and bin boxes. This amendment is due to climatic and topographical conditions where summer weather conditions that are very dry, hot and windy causing ordinary combustibles to be easily ignited and fires to be fast spreading. And the area is intersected by Interstates 5, 205, and 580 and experiences a large volume of commuter traffic that can delay fire and emergency service response.
22. Adding Sections 315.7.8.1 through 315.7.8.5 to the California Fire Code requiring specific limitations on the exterior storage of pallets, palletized packing boxes, and bin boxes due to the significant local hazard of wind-driven fires. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of these requirements for limitations on placement, pile height and pile size, fire access, fencing and water supply will mitigate the added danger posed to the citizens and properties of the City of Tracy.
23. Amending Section 320.1 is to address battery storage and the larger quantities that will be stored within warehouses in our jurisdiction. The repeal of the exception will enable a quicker response by our Fire Authority to an emergency fire event. And the area is intersected by Interstates 5, 205, and 580 and experiences a large volume of commuter traffic that can delay fire and emergency service response.
24. Adding Section 401.5.1 to the California Fire Code specifying recovery costs for responding to false alarms. This amendment is administrative in nature.

25. Amending Section 403.10.6 is to address battery storage and the larger quantities that will be stored within warehouses in our jurisdiction. Emergency evacuation plans are a preventative measure for occupants of a business. This amendment is administrative in nature
26. Amending Section 503.6 of the California Fire Code clarifying the requirements for access where electrically operated gates are provided. This amendment is administrative in nature.
27. Amending Section 505.1 of the California Fire Code clarifying the requirements for address identification on new and existing buildings. The additional language addresses commercial structures within our jurisdiction. This amendment is due to the local climatic and topographical conditions that create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of these requirements will enable a quicker response by our Fire ~~Department~~ Authority to an emergency fire event.
28. Amending Section 506.1 of the California Fire Code clarifying the requirements for the type and placement of key boxes. This amendment is administrative in nature and provides information that is lacking in the Fire Code, where the Fire Code points to local authority requirements.
29. Adding Section 506.3 to the California Fire Code requiring that a hazardous material plan box be provided due to the significant local hazard of wind-driven fires. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of hazardous materials plan boxes mitigates this issue by providing for faster more precise response by fire service responders by having immediate access to information thereby saving time and properly deploying Fire ~~Department~~ Authority resources.
30. Adding Section 509.3 to the California Fire Code requiring that all buildings protected by automatic fire extinguishing systems be provided with a Fire Control Room due to the significant local hazard of wind-driven fires. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of control rooms provides for faster more precise response by fire service responders as well as providing exposure protection for fire service equipment not addressed elsewhere in the code.
31. Adding Section 603.1.3 to the California Fire Code requiring that the main electrical for any commercial building be accessible for shut off from outside the building or in a room directly accessible from outside the building due to the significant local hazard of wind-driven fires. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of an exterior shut off or shut offs in a room directly accessible from outside the building provides for faster more precise response by fire service responders.
32. Adding Section 901.6.3.2 to the California Fire Code requiring fire protection system reports be submitted using the electronic media designated by the Fire Authority. This amendment is administrative in nature.

33. Adding Section 903.2.22 to the California Fire Code requiring fire sprinklers in a variety of buildings due to the climatic condition of low water table and minimal rainfall. The use of automatic fire sprinklers has been documented to show that suppressing an equivalent fire requires approximately only 1/3 the required water flow by direct application at the incipient stage of the fire rather than subsequent application of hose streams.
34. Amending Section 903.3.6 to the California Fire Code requiring fire hose threads and fitting used in the connection with automatic fire sprinkler systems to be "National Hose" (NH). This amendment is administrative in nature.
35. Amending Section 912.2.1 to the California Fire Code requiring a fire hydrant to be positioned with 100 feet of a fire department connection. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread.
36. Amending Section 912.5 of the California Fire Code identifying requirements for proper signs indicating which portion of a building or building on a multiple building site for which an FDC serves. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread. If an FDC is not properly identified as to which building it serves, critical operational time is lost.
37. Amending Section 913.2 to provide diesel driven fire pump, driver and controller or electric fire pump with diesel emergency generator backup is due to the local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread. And the area is intersected by Interstates 5, 205, and 580 and experiences a large volume of commuter traffic that can delay fire and emergency service response.
38. Adding Section 913.7 to the California Fire Code to read, "Where fire pumps are provided, a test loop shall be installed in accordance with the applicable portions of NFPA 20 Section 4.21.2." This amendment is due to the climatic condition of low water table and minimal rainfall. The use of a test loop for performing the annual testing of fire pumps reduces water usage that will further affect the water table and create possible water shortages for necessary firefighting.
39. Amending Section 1103.2 of the California Fire Code specifying in detail the thresholds for the enforcement for radio coverage in existing buildings. This amendment is administrative in nature.
40. Adding Chapter 25 of the California Fire Code. Building standards not adopted by the California State Fire Marshal require local jurisdictions to adopt to enforce the provisions. This amendment is administrative in nature.
41. Adding Chapter 26 of the California Fire Code. Building standards not adopted by the California State Fire Marshal require local jurisdictions to adopt to enforce the provisions. This amendment is administrative in nature.
42. Amending Table 3203.8 to repeal the exclusion of lithium-ion batteries installed in the equipment or appliance it powers address the larger quantities that will be stored within warehouses in our jurisdiction. The repeal of the exception will enable a quicker response by our Fire Authority to an emergency fire event.

43. Amending section 5704.2.9.6.1 to clarify the geographical areas storage of flammable and combustible liquids are prohibited. This amendment is administrative in nature and provides information where the Fire Code points to local authority requirements.
44. Amending section 5706.2.4.4 to clarify the geographical areas storage of flammable and combustible liquids are prohibited. This amendment is administrative in nature and provides information where the Fire Code points to local authority requirements.
45. Amending section 5806.2 to clarify the geographical areas storage of flammable gases and flammable cryogenic fluids are prohibited. This amendment is administrative in nature and provides information where the Fire Code points to local authority requirements.
46. Amending section 6104.2 to clarify the geographical areas storage of liquefied petroleum gases are restricted. This amendment is administrative in nature and provides information where the Fire Code points to local authority requirements.
47. Adding Section B105.2 Exception 5 to the California Fire Code specifying the conditions for the reduction of fire flow. The local climatic and topographic conditions create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The limiting of the reduction of fire flow will help to mitigate the added danger posed to the citizens and properties of the City of Tracy.
48. Amending Section BB105.1 of the California Fire Code specifying the conditions for use of Exception 1 to reduce fire flow. The local climatic and topographic conditions create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The limiting of the reduction of fire flow will help to mitigate the added danger posed to the citizens and properties of the City of Tracy.
49. Adding Section C106 to the California Fire Code indicating that the Fire Code Official shall specify the permissible type of fire hydrants. CFC Section 507.2.1 indicates that fire hydrants and mains shall comply with NFPA 24. Chapter 7, Section 7.1.1 of NFPA 24 specifies that all fire hydrants shall be an approved type. This amendment, therefore, is an administrative clarification.
50. Amending Table C102.1 footnote b of the California Fire Code altering the conditions for use of footnote b. CFC Table C102.1 footnote b, provides fire hydrant spacing and flow conditions for streets with medians based upon the number of lanes and specific traffic volume. This amendment removes the vehicle count and number of lanes as conditions and replaces them with a more usable standard which is based on the difficulty of fire operations across the median since the standards do not address the width of the median, intervening features such as transportation stops or grade differentials and is administrative in nature.
51. Amending Table CC105.1 footnote b to the California Fire Code altering the conditions for use of footnote b. CFC Table CC105.1 footnote b, provides fire hydrant spacing and flow conditions for streets with medians based upon the number of lanes and specific traffic volume. This amendment removes the

vehicle count and number of lanes conditions and replaces them with a more usable standard which is based on the difficulty of fire operations across the median since the standards do not address the width of the median, intervening features such as transportation stops or grade differentials and is administrative in nature.

52. Adding Section CC106 to the California Fire Code indicating that the Fire Code Official shall specify the permissible type of fire hydrants. CFC Section 507.2.1 indicates that the fire hydrants and mains shall comply with NFPA 24. Chapter 7, Section 7.1.1 of NFPA 24 specifies that all fire hydrants shall be an approved type. This amendment is, therefore, an administrative clarification.
53. Amending Sections 250.52(A)(5) and 250 (A)(7) of the California Electrical Code which requires increased protection for the size of buried electrical grounds due to the geological condition that corrosive soils are notably present within and around the city limits of the City of Tracy which corrode and destroy such grounding at an accelerated rate.
54. Amending Section R105.2 item 1 of the California Residential Code clarifying the building height of permit-exempted one-story detached accessory structures. This amendment is administrative in nature.
55. Amending Section R105.2 item 2 of the California Residential Code identifying specific fence types that are not exempt from a permit. This amendment is administrative in nature.
56. Amending Section R105.3.2 of the California Residential Code clarifying the time limitations for plan review applications and permissible extensions. This amendment is administrative in nature.
57. Amending Section R105.5 of the California Residential Code clarifying the time limits for building permits and permissible extensions. This amendment is administrative in nature.
58. Amending Table R301.2(1) of the California Residential Code by inputting jurisdictional specific information into the table (design criteria). This amendment is administrative in nature.
59. Amending Section R308.1 of the California Residential Code clarifying the requirements for address identification. This amendment is due to the local climatic and topographical conditions that create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of these requirements will enable a quicker response by our Fire Department to an emergency fire event.
60. Amending AZ108.2.4 of the California Residential Code by requiring guardrail heights located at lofts to coincide with other provisions of the current California Residential Code. This amendment is administrative in nature.
61. Amending Section 104.3.3 of the California Plumbing Code clarifying the time limits for plan review applications and permissible extensions. This amendment is administrative in nature.
62. Amending Section 104.4.3 of the California Plumbing Code clarifying the time limits for plumbing permits and permissible extensions. This amendment is administrative in nature.

63. Amending Section 104.4.4 of the California Plumbing Code clarifying extensions for plumbing permits. This amendment is administrative in nature.
64. Amending Section 106.3 of the California Plumbing Code by modifying the text of subsection 106.3 for penalties and violations. This amendment is administrative in nature.
65. Amending Section 104.3.3 of the California Mechanical Code clarifying the time limits for plan review applications and permissible extensions. This amendment is administrative in nature.
66. Amending Section 104.4.3 of the California Mechanical Code clarifying the time limits for mechanical permits and permissible extensions. This amendment is administrative in nature.
67. Amending Section 104.4.4 of the California Mechanical Code clarifying the extensions for mechanical permits. This amendment is administrative in nature.
68. Amending Section 106.3 of the California Mechanical Code by modifying the text of subsection 106.3 for penalties and violations. This amendment is administrative in nature.
69. Amending Section 105.3.2 of the California Existing Building Code clarifying the time limits for plan review applications and permissible extensions. This amendment is administrative in nature.
70. Amending Section 105.5 of the California Existing Building Code clarifying the time limits for building permits and permissible extensions. This amendment is administrative in nature.
71. Amending Section 113.4 of the California Existing Building Code by modifying the text of subsection for penalties and violations. This amendment is administrative in nature.
72. Amending Section 105.4.2 of the California Wildland-Urban Interface Code clarifying the time limits for plan review applications and permissible extensions. This amendment is administrative in nature.
73. Amending Section 105.8 of the California Wildland-Urban Interface Code clarifying the time limits for building permits and permissible extensions. This amendment is administrative in nature.
74. Amending Section 109.3.7 of the California Wildland-Urban Interface Code by modifying the text of subsection for penalties and violations. This amendment is administrative in nature.

SECTION 1. Department coordination included Fire Department review.

SECTION 2. The adoption of this ordinance is exempt from CEQA pursuant to section 15061 (b)(3), the "common sense" exemption because adding and clarifying language related to the applicability of building codes affects the processing and issuance of ministerial permits. Ministerial permits are also exempt from CEQA under CEQA Guidelines Section 15268.

The aforementioned amendments have been incorporated in detail in Ordinance; and

RESOLVED: That the Building Division of the Community & Economic Development Department shall file copies of Resolution and Ordinance with the California Building Standards Commission as required by Health and Safety Code Section 17958.7. ; and be it

FURTHER RESOLVED: this Resolution shall take effect in accordance with State Law, being 30-days following the second reading of Ordinance _____

* * * * * * * * * * * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 18th day of November 2025 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:

_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

2025 California Building Standards Code Adoption

Presented by Dennis Canright
City of Tracy Building Official

November 18, 2025

Department Collaboration

The adoption process was a collaboration with the South San Joaquin County Fire Authority.

TRACY
Think Inside the Triangle™

Code Adoption:

The California Building Standards Commission has selected January 1, 2026 as the effective date for the 2025 California Building Codes.

TRACY
Think Inside the Triangle™

State Code Adoption Overview

- Every three years, the State of California amends the building and construction codes.

- These updates reflect new safety standards, technologies, and construction practices.

TRACY
Think Inside the Triangle™

2025 California Building Standards Code Title 24 (effective January 1, 2026)

- California Building Code
- California Existing Building Code
- California Residential Code
- California Green Building Standard Code
- California Mechanical Code
- California Plumbing Code
- California Electrical code
- California Energy Code
- California Wildland-Urban Interface Code
- California Fire Code

TRACY
Think Inside the Triangle™

Major Changes:

2025 California Wildland-Urban Interface Code

- The introduction of the new code was achieved by consolidating Chapter 49 of the California Fire Code, Chapter 7A of the California Building Code, and Section R337 of the California Residential Code, resulting in the 2025 California Wildland-Urban Interface Code. There are no changes to current construction requirements in Tracy.

2025 California Building Code

- **Appendix J Grading** will assist staff and design professionals with clear direction for construction design guidelines for grading, excavation and earthwork.

2025 California Fire Code

- **Section 320.1 Battery Storage Facilities** Exceptions 1, 2, 3, 4, 5, and 6 will not be adopted. This measure is a proactive step to enhance safety in the event of a fire involving large quantities of stored batteries.
- **Section 913.2 Fire Pumps**-Requires the installation of a diesel-driven fire pump, or an electric fire pump with a diesel emergency generator backup. This ensures continuous fire protection for the building in the event of a power outage.

Public Communication

- Tracy Press

- Community and Economic Development
  - flyers, handout, counter information
  - Building & Safety website

- E-mail Notification
  - Contractors
  - Architects
  - Engineers
  - Developers and other interested parties
  - Delta BIA

2025 California Building Code

Free online code access:

https://www.cityoftracy.org/our-city/departments/building-safety

https://www.dgs.ca.gov/bsc/codes

TRACY
Think Inside the Triangle™

Staff Recommendation:

Adopt 2025 Building Code updates as amended by Ordinance

TRACY
Think Inside the Triangle℠

Questions

?

Think Inside the Triangle℠

November 18, 2025

Agenda Item 4.B

RECOMMENDATION

Staff recommends that the Tracy City Council:

1. **Waive the first reading by substitution of title and introduce an Ordinance amending Chapter 4.12 – Palmistry, sections 4.12.070 through 4.12.190, of the Tracy Municipal Code, to add a permitting program and makes it a requirement that all persons practicing fortunetelling, palmistry or related practices for compensation in the City of Tracy obtain a permit from the Tracy Police Department, requires a criminal background investigation for all palmistry permit applicants, establishes permit and background investigation fees and specifies enforcement remedies for violations of the ordinance; and**

2. **Adopt a Resolution authorizing the Tracy Police Department to access criminal history information of palmistry permit applicants for permitting purposes;**

3. **Adopt a Resolution establishing fees related to Palmistry permit applications and background investigations**

BACKGROUND AND LEGISLATIVE HISTORY

Municipalities are prohibited from banning the practice of palmistry, fortunetelling or related practices. However, cities may regulate establishments where fortunetelling or related services for compensation are practiced through a permit process. Ordinance 304 currently governs palmistry practices in the City of Tracy. It is outdated and lacks enforceable mechanisms to prevent fraud and protect consumers. The proposed ordinance modernizes the regulatory framework, aligns with state law, and enhances public safety. It is a permit-centric regulation which is distinct from banning fortunetelling practices in the City of Tracy. The proposed ordinance brings the City of Tracy into alignment with state constitutional standards by adopting modern, enforceable regulations that permit the practice of fortune-telling while deterring fraudulent and deceptive practices.

ANALYSIS:

Proposed ordinance key components

(1) Permits Required: No person can practice fortunetelling/palmistry or operate a fortunetelling/palmistry establishment without obtaining a valid permit from the Tracy Police Department.

(2) Permit Application Process: Applicants must submit a permit application with the Tracy Police Department and pass a background check and fingerprinting.

(3) Annual Renewal: Permits are issued for a period not exceeding one year and must be renewed annually.

(4) Customer Protections: Permitted practitioners are required to clearly display their rates at their place of business and provide paying customers with receipts.

(5) Enforcement: The ordinance is enforced by the Tracy Police Department, including Code Enforcement Officers, which can take action against those who operate without a permit or violate its conditions.

City Council authorization required to access criminal history information

Each Palmistry permit applicant will be required to submit their fingerprints and undergo a criminal background investigation. Accessing the applicant's criminal history information requires City Council approval. The normal and efficient operations of the city require that criminal history information be obtained in the course of determining whether a Palmistry permit should be issued. Cal. Penal Code §§ 11105(b)(10) and 13300 authorize the City and its officials to access criminal history information in fulfilling certification and licensing duties. The provisions of state law set forth certain limitations on public officials' access to summary criminal history information in order to protect the privacy rights of fortunetellers. This privacy policy is expressly recognized by the amended chapter. The proposed ordinance adheres to statutory and constitutional law and balances the privacy rights of fortunetellers against the public's health and safety.

Permit Fees and Cost Recovery

The proposed ordinance requires an application fee and a background investigation fee for all Palmistry Permit applicants. The fees are intended solely to recover the City's reasonable costs associated with the new permitting process including review and processing of applications and conducting background investigations for all applicants. Permit fees will be adopted by resolution of the City Council and included in the Citywide Master Fee Schedule. These fees ensure the City's program remains financially self-sustaining and compliant with California Constitution Article XIII C (Proposition 26) requirements regarding cost-based regulatory fees.

The base fee for a permit application is $86.17. This fee will remain the same for new, renewal or amendment applications due to staff processing time remaining the same. A background investigation fee will be required for each applicant under the new requirements. The cost associated with the background investigation fee is $312.70. Both fees are recovered at cost.

CEQA DETERMINATION

The proposed ordinance is not a project within the meaning of section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

FISCAL IMPACT

To offset the costs associated with the processing of permit applications and background investigations, fees were created. The new fees are designed to achieve full cost recovery consistent with California Government Code §§ 66014 and 51030–51034 and Proposition 26 (Article XIII C of the California Constitution).

STRATEGIC PRIORITY

The proposed ordinance is consistent with City Council Strategic Priority "Public Safety" in that it is a tool to strengthen community safety through crime prevention, intervention and enforcement activities.

ACTION REQUESTED OF THE CITY COUNCIL

1. Waive the first reading by substitution of title and introduce an Ordinance amending Chapter 4.12 – Palmistry, sections 4.12.070 through 4.12.190, of the Tracy Municipal Code, to add a permitting program and makes it a requirement that all persons practicing fortunetelling, palmistry or related practices for compensation in the City of Tracy obtain a permit from theTracy Police Department, requires a criminal background investigation for all palmistry permit applicants, establishes permit and background investigation fees and specifies enforcement remedies for violations of the ordinance;

2. Adopt a Resolution authorizing the Tracy Police Department to access criminal history information of palmistry permit applicants for permitting purposes;

3. Adopt a Resolution establishing fees related to Palmistry permit applications and background investigations.

Prepared by: City Attorney's Office
Reviewed by: L. David Nefouse, City Attorney
Reviewed by: Sekou Millington, Chief of Police
Reviewed by: Sara Castro, Finance Director
Reviewed by: Arturo M. Sanchez, Assistant City Manager

Approved By: Midori Lichtwardt, City Manager

Attachment A- Ordinance
Attachment B- Exhibit 1 to ordinance

ATTACHMENT A

APPROVED AS TO FORM AND LEGALITY

_____

City Attorney's Office

TRACY CITY COUNCIL
ORDINANCE NO.

AN ORDINANCE AMENDING ARTICLE 4 – PALMISTRY, SECTIONS 4.12.070 THROUGH 4.12.190, OF THE TRACY MUNICIPAL CODE, TO ADD A PERMITTING PROGRAM AND MAKES IT A REQUIREMENT THAT ALL PERSONS PRACTICING FORTUNETELLING, PALMISTRY OR RELATED PRACTICES FOR COMPENSATION IN THE CITY OF TRACY OBTAIN A PERMIT FROM THE TRACY POLICE DEPARTMENT, REQUIRES A CRIMINAL BACKGROUND INVESTIGATION FOR ALL PALMISTRY PERMIT APPLICANTS, ESTABLISHES PERMIT AND BACKGROUND INVESTIGATION FEES AND SPECIFIES ENFORCEMENT REMEDIES FOR VIOLATIONS OF THE ORDINANCE

WHEREAS, on December 22, 1954, the City Council approved the City of Tracy's current regulations regarding fortunetelling and adopted Ordinance no. 304; and

WHEREAS, the City Council recognizes that the practice of fortunetelling, palmistry, and related practices constitute protected forms of speech and religion under the United States and California Constitutions; and

WHEREAS, the City Council finds it necessary to amend and update the existing ordinance to ensure that regulations are consistent with current federal and state law; and

WHEREAS, in order to prevent fraudulent and deceptive acts by persons purporting to engage in fortunetelling, a background investigation and fingerprinting is required as part of the permitting process; and

WHEREAS, this ordinance complies with all applicable statutory and constitutional provisions, and is intended to strike a balance between privacy rights and public safety;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The City Council finds and determines the foregoing recitals are true and correct and are incorporated herein.

SECTION 2. Amendments to Article 4- Palmistry, sections 4.12.070 through 4.12.190. Article 4- Palmistry, sections 4.12.070 through 4.12.190 of the Tracy Municipal

Code are amended to read as outlined in Exhibit 1 to this Ordinance.

SECTION 3. CEQA Determination. The City Council finds and determines this Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines section 15061 (B) (3) pertaining to activities that do not have the potential for causing a significant effect on the environment.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause, or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses, or phrases may be declared invalid or unconstitutional.

SECTION 5. Typographical Or Clerical (Scrivener's) Errors. Any typographical errors in this ordinance may be remedied by the City Attorney with the assistance of the City Clerk and shall not constitute an alteration.

SECTION 6. Effective Date**.** This Ordinance shall become effective upon the thirtieth (30^{th}) day after final adoption.

SECTION 7. Publication**.** This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

SECTION 8. This Ordinance shall be codified in the Tracy Municipal Code.

****

The foregoing Ordinance ____was introduced at the November 18, 2025 regular meeting of the Tracy City Council, and shall be adopted on the _____ 2025 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Date of Attestation: _____

EXHIBIT "1"

4.12.070 . Purpose.

The purpose of this legislation is to regulate fortunetellers, psychics, palm readers, palmists and other similar businesses so that the City of Tracy can efficiently and thoroughly investigate fraud and deception, protect the public by preventing people who have been charged with deceptive practices from having easy access to persons who may be vulnerable to fraud or confidence games, to ensure that consumers are provided with information regarding services, rates, and complaint procedures, to foster a positive business environment for legitimate practitioners within this industry.

4.12.080. Definitions.

(a) ***Fortunetelling*** shall mean the telling of fortunes, palm reading, forecasting of futures, or reading the past, by means of any occult, psychic power, faculty, force, clairvoyance, cartomancy, palm reading, psychometry, phrenology, spirits, tea leaves, tarot cards, scrying, coins, sticks, dice, sand, coffee grounds, crystal gazing or other such reading, or through mediumship, seership, prophecy, augury, astrology, palmistry, necromancy, mindreading, telepathy or other craft, art, science, talisman, charm, potion, magnetism, magnetized article or substance, or by any such similar thing or act. It shall also include effecting spells, charms, or incantations, or placing, or removing curses or advising the taking or administering of what are commonly called love powders or potions in order, for example, to get or recover property, stop bad luck, give good luck, put bad luck on a person or animal, stop or injure the business or health of a person or shorten a person's life, obtain success in business, enterprise, speculation and games of chance, win the affection of a person, make one person marry or divorce another, induce a person to make or alter a will, tell where money or other property is hidden, make a person to dispose of property in favor of another, or other such similar activity.

(b) ***Fortunetelling*** shall also include pretending to perform these actions.

(c) ***Persons*** shall mean individuals. Corporations and other legal entities shall not be entitled to a palmistry permit.

(d) ***Chief*** shall mean the Chief of Police of the Tracy Police Department, or his/her designee(s), including but not limited to Code Enforcement Officers.

(e) ***Gain*** shall mean the benefit or advantage includes but is not limited to economic remuneration of any kind, including authorization to use credit issued to another, use of another's property or assets, loans, or the provision of tangible items.

4.12.090.Exceptions.

This Chapter shall not apply to:

(a) Persons engaged in the business of entertaining the public by demonstrations of palm reading, mindreading, mental telepathy, thought conveyance, magic, giving of horoscopic readings, fortunetelling or other similar practices at public places and in the presence of other persons, and where any questions answered as part of such entertainment may be heard by all persons present at such public place.

(b) Persons conducting or participating in any religious ceremony as a minister, missionary, medium, healer, or clairvoyant, hereinafter collectively referred to as minister, from any bona fide church or religious association that conducts regular services and has a creed or set of religious principles that is recognized by all groups of like faith, provided that the benefit, gain or advantage shall be regularly accounted for and paid solely to or for the benefit of the bona fide church or religious association except that the bona fide church or religious association may pay to its ministers a salary or compensation based upon a percentage only, pursuant to an agreement between the church and the ministers that is embodied in a resolution and transcribed in the minutes of such church or religious association.

4.12.100. Permit and Business License required.

It shall be unlawful~~, in the City,~~ for any person to advertise or offer or engage in the activity, enterprise, profession, trade, or undertaking of fortunetelling with the object of gain, benefit~~business of fortune telling, or as a seer, astrologer, clairvoyant, phrenologist, palmist or palmistry for compensation or otherwise,~~ or advantage, whether direct~~to act as a fortune teller, seer, astrologer, clairvoyant, phrenologist in the business of palmist~~ or indirect~~palmistry~~, without ~~first obtaining~~ a valid business license ~~therefor from the Council~~ and a permit issued~~paying the license fee required~~ by the Tracy~~this Article.~~

~~(Prior code § 4-3.501)~~

~~4.12.080 Applications.~~

~~Applications for a license shall be in writing, filed with the City Clerk and shall contain the names and residences of the applicants, if an individual, firm or partnership; the names of the principal officers and their residences, if the applicant is a corporation, and in the latter case, shall also specify the names of one or more persons whom the applicant shall~~

designate as Manager or person in charge, with the address of the same. Said application shall also state the following:

(a) The length of time such applicant has resided in the City, his places of previous employment, whether married or single, and whether he has ever been convicted of a felony or misdemeanor, and if so, what offense, when, and in what Court.

(b) The premises where such business is to be carried on and maintained, giving the street and number.

(c) Whether such business is to be carried on in connection with some other kind of business.

(d) Whether the applicant or Manager is either alone, or with someone else previously engaged as owner or employee in conducting a similar business; when and where and for how long.

(e) Such other information as the Council may, from time to time, require.

(f) The application shall be signed and verified before a Notary Public or other officer authorized to administer oaths in the City.

(Prior code § 4-3.502)

4.12.090 Investigation required.

Upon receipt of any such application, the City Clerk shall refer it to the Chief of Police Departmentwho shall cause an investigation to be made concerning the statements made in such application, the character and reputation of the applicant, the condition of the premises, equipment and methods to be used, with a view to the preservation of the public health, peace and safety. For the purpose of such investigation, he shall have the assistance and cooperation of every other department, bureau or officer of the City.

(Prior code § 4-3.503)

4.12.100 Fingerprinting applicant.

Before any application herein provided for shall be granted, the applicant therefor shall be fingerprinted in the usual and approved method for the identification of said applicant; said fingerprints shall be retained by the Police Department as part of its records; and a photograph of said applicant shall be taken and made by said Police Department, or under its direction, and said photograph shall be permanently affixed to the license issued to said applicant if the same is issued; and in the event said photograph is removed from said license or becomes defaced so that the original thereof cannot be identified then said license, at the option of the Council, may immediately be revoked.

(Prior code § 4-3.504)

4.12.110. Palmistry permit ~~Notice of hearing~~.

Every person applying for a Palmistry permit shall pay the ~~When such~~ application fee pursuant~~is made by filing the same with the City Clerk, he shall set it down for hearing at the next regular meeting of the Council at which the same can be heard and shall cause notice thereof~~ to the Citywide Master Fee Schedule, submit ~~be published in the official newspaper of the City at least twice at least five (5) days before the day of hearing.~~

~~(Prior code § 4-3.505)~~

~~4.12.120 Council action on hearing.~~

~~At the time set for the hearing, the Council shall act upon the application and either grant or reject the application; provided, however, the hearing, for good cause in the discretion of the Council, may be continued from time to time. The application may be rejected if any of the persons named in the application or connected or associated with the applicant in the conduct of the business have been convicted of a crime involving moral turpitude or have, within five (5) years prior to the date of the application, been convicted of a felony, or, within one year, of a misdemeanor; or if any of such persons has previously been connected with the fortune-telling business, as herein defined, the license for which has been revoked; or if the business sought to be licensed does not comply in every way with the regulations and laws applicable thereto.~~

~~No license shall be refused, except for a specific reason and for the protection of the public health, safety, good order, or morals.~~

~~If the application is rejected, the City Clerk shall notify the applicant in writing, giving the reasons for the rejection, and shall refund all of the deposit made with the application, except the costs incurred by the City in investigating the application and in giving notice of the hearing.~~

~~(Prior code § 4-3.506)~~

~~4.12.130 Transfer of license prohibited.~~

~~No transfer of a license as to location or ownership shall be granted except after~~ an application on ~~therefor made upon~~ a form provided by the Tracy~~City Clerk, who may grant or reject such application after an investigation. If the application for a transfer is approved, such action shall be endorsed upon the license by the City Clerk.~~

~~(Prior code § 4-3.507)~~

~~4.12.140 Posting license on premises.~~

~~Every person licensed in accordance with the provisions of this Article shall immediately post such license and keep the license posted while in operation in a conspicuous place upon the premises where such business is authorized to be carried on.~~

~~It shall be unlawful for any person to post such license or permit it to be posted upon any premises other than those named in the application or knowingly to deface or destroy any such license.~~

~~Whenever a license shall be lost or destroyed without fault on the part of the owner, or his agents or employees, a duplicate license in lieu thereof may be issued by the City Clerk in his discretion.~~

~~(Prior code § 4-3.508)~~

~~4.12.150 Hours permitted.~~

~~It shall be unlawful to keep open to the public or to conduct the business herein defined on any day between the hours of 12:30 a.m. and 8:00 a.m.~~

~~(Prior code § 4-3.509)~~

~~4.12.160 Inspection duty of chief of police.~~

~~It shall be the duty of the Chief of~~ Police Department, which shall include:~~, and he is hereby authorized and empowered to inspect and examine, from time to time, or to cause to be inspected and examined, the premises where the business of fortune telling, clairvoyancy, or of a seer or an astrologer are carried on, for the purpose of ascertaining the general reputation and character of the place and of the persons who habitually frequent such place; the name and kind of such business conducted at such place by the licensee, or by any other persons; the nature and kind of entertainments, if any, at such place, and whether such place is conducted in a lawful, quiet or orderly manner; such inspection and examination shall be made when the premises are open to the public for business or otherwise occupied, as provided in section 4.12.150 of this Article.~~

(1) All permit applicants shall submit fingerprints, for identity verification purposes, and pay a processing fee in accordance with the Citywide Master Fee Schedule.

(2) All permit applicants shall be subject to a criminal background investigation and are required to pay the applicable background investigation fee per the Citywide Master Fee Schedule.

(3) The Chief is authorized to access summary criminal history information for permitting purposes of all palmistry permit applicants.

(4) If an applicant appeals the denial or conditional issuance of his or her permit and it is reasonably foreseeable summary criminal history information will be at issue or in evidence during the hearing on the appeal, the provisions of Government Code § regarding closed sessions shall apply.

4.12.120. Permit Decision.

The Chief shall issue a written decision to the applicant within 30 days, or within a reasonable amount of time, of receipt of a complete permit application.

(a) The permit shall be granted if none of the conditions listed in subsection (b) are present and the applicant has complied with all requirements under this chapter and any other applicable laws.

(b) The Palmistry permit shall be denied after a determination that any of the following exist:

(1) The applicant has been convicted of a felony or two or more misdemeanors relating to fraud, theft, burglary, use of violence, deceit, or false impersonation within seven years prior to the date of application.

(2) The applicant previously had an occupational permit revoked or suspended for violation of permitting conditions related to fraud, theft, burglary, use of violence, deceit or false impersonation, within the seven years prior to the date of application.

(3) The applicant has failed to provide information required by this chapter or has provided false or misleading information required by this chapter to the Police Department or other City agency.

(4) The applicant has failed to obtain a zoning clearance letter, business license, or any other requirement to obtain the permit.

(c) The applicant shall be prohibited from applying for a palmistry permit for one year following denial or revocation of a palmistry permit.

(d) A permit may be revoked, suspended or a renewal denied based on the same criteria in subsection (b) of this section.

(e) The permit shall expire on June 30th of each year. A renewal application must be submitted each year.

4.12.130 Compliance with other applicable laws.

Nothing contained in this chapter shall be construed to exempt any person from complying with the provisions of any other applicable law, ordinance, rule, or regulation or to exempt a Fortunetelling business from the requirements under any zoning, licensing or building ordinances, rules or regulations including but not limited to the obligation to apply for and maintain a current business license with the City.

4.12.140. Deceptive Acts.

Fortunetellers shall not engage in unfair or deceptive practices, within the meaning of Business and Professions Code § 17200, during the conduct of any fortunetelling activities and in the course of their business.

4.12.150. Receipts.

(a) The fortuneteller shall issue a written receipt that shall include the name of the permittee who provide the services, the permittee's permit number, the services rendered, the amount charged for each service provided, and the amount paid or expected. If payment is made in a method other than cash, check, or credit card, the receipt shall so indicate.

(b) The permittee must keep copies of receipts for five years from date of issuance.

4.12.160. Rate schedule and complaint procedure.

(a) When a fortuneteller operates at a roving or unfixed location, the fortuneteller shall provide a written copy of rate information to the customer that shall be printed in plain, legible letters. The rate document shall include a statement that if the customer has complaints, the customer may phone the Tracy Police Department at (209) 831-6550.

(b) When a fortuneteller operates out of a fixed location, the fortuneteller shall post rate information in a conspicuous place accessible by the patrons at the fixed location on a sign at least 8 × 11 inches in 14 pt. type. The signage shall also include a statement that if the customer has complaints, the customer may phone the Tracy Police Department at (209) 831-6550.

(c) The rates published shall be the only rates charged.

4.12.170. Transitional period.

A person operating as a fortuneteller within the City of Tracy, who does not possess both a business license and a Palmistry permit to conduct such business shall be required to comply with all provisions of this chapter within sixty days from the effective date of this chapter.

4.12.180. Violations and Penalties

(a) Violations. It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this chapter to fail to comply with any of this chapter's provisions.

(b) Penalties. Any person violating any provision of this section shall be guilty of a misdemeanor or an infraction. The complaint charging such violation shall specify whether the violation is a misdemeanor or infraction, which decision shall be that of the City Attorney. If charged as a misdemeanor, upon conviction, the violator shall be punished by a fine of up to $1,000, for each provision violated, or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment.

(1) A violation of any of the provisions or failing to comply with any of the mandatory requirements of this chapter may result in the issuance of an administrative citation and the city may, at its discretion, seek an administrative fine of up to one thousand dollars.

(2) Each violation of any provision of this chapter shall constitute a separate and distinct violation for each day during which any violation of any provision of this chapter is committed, continued or permitted by such person.

4.12.190. Appeals

(a) A decision to deny revoke, suspend or deny the application for a permit under this chapter may be appealed in accordance with Chapter 1.12 of the Tracy Municipal Code.

(b) Time limits for judicial review. Judicial review of any decision of the City, or of any commission, board, officer or agent of the City, may be had under California Code of Civil Procedure section 1094.5 only if the petition for writ of mandate is filed within ninety (90) days following the date on which the decision becomes final. However, if the person challenging the decision files a request for a copy of the record of proceedings with the City Clerk within ten (10) days after the date on which the decision becomes final, then the time within which the writ of mandate may be filed is extended to the 30th day after the record is either delivered or mailed to the person or to their legal counsel of record. The procedures set forth in Code of Civil Procedure sections 1094.5 and 1094.6 apply.

A "decision," as used here, means a decision subject to review under section 1094.5, which includes revoking or denying an application for a permit, license or other entitlement; imposing a civil or administrative penalty, fine, charge or cost; or other entitlement as provided in section 1094.5.

In making any final decision subject to review under Code of Civil Procedure section 1094.5, the City shall provide notice to the party that the time within which judicial review must be sought is governed by this section. The City may do so by including a copy of this section with the written notice of the final decision. Twenty-one (21) days: First Amendment issues. A final decision by the City to

issue, revoke, suspend or deny a permit or other entitlement for expressive conduct protected by the First Amendment to the United States Constitution is governed by California Code of Civil Procedure section 1094.8. Such a decision is entitled to priority and subject to expedited hearing and review procedures. An action to challenge the City's decision must be filed and served within twenty-one (21) calendar days from the date of the decision.

Thirty (30) days: most other decisions. Except as otherwise provided below, any legally permitted court action or proceeding to attack, review, set aside, void, annul or seek damages or compensation for any City decision or action must be commenced, and service of summons effected, within thirty (30) days from the date of the decision. Thereafter, all persons are barred from commencing or prosecuting any such action or proceeding or asserting any defense of invalidity or unreasonableness of such decision or action. In this subsection, "decision" includes administrative, adjudicatory, legislative, discretionary, and executive decision, or other action taken or authorized by this Code.

~~It shall be his duty in event he finds that the said business is not carried on in a lawful, quiet and orderly manner, or that the licensee violates this Article, or any other law of the City or of the State, to recommend to the Council that the license be revoked.~~

~~The Council may, upon such recommendation being filed, or upon its own motion, serve or cause to be served upon the licensee a notice specifying the grounds for said complaint and fixing a time and place at which the Council shall hear and determine such charges, which time shall not be less than three (3) days from the date of the service of the notice, at which time and place, the person against whom the complaint is filed shall have the opportunity to be heard and to make his defense against such complaint.~~

~~(Prior code § 4-3.510)~~

~~4.12.170 Revocation or suspension of license.~~

~~Any licensee who shall violate or shall permit a violation of the laws of the State or of the City, within such licensed establishment, shall be liable to have his license suspended for the first violation by the Council for a period of thirty (30) days, and for the second violation, for a period of sixty (60) days; provided, however, that upon the third violation, such license shall be revoked by the Council; and provided, further, the Council shall have the right to revoke such license upon the first or second violation.~~

~~The Council shall also have the right to suspend or revoke such license whenever it shall be shown to the satisfaction of the Council that the business so licensed is being conducted in a manner which is detrimental to the health, morals, peace, or safety of the community; provided, however, when such license is suspended or revoked, the Council shall notify the licensee in writing and give the reason for such suspension or revocation.~~

~~Upon the revocation of any license, the unearned portion of the license fee shall be returned to the licensee upon his application therefor; provided, however, no fraction of a~~

month shall be included in the compilation. When a license has been revoked, no other license shall be issued to the same licensee within one year.

(Prior code § 4-3.511)

4.12.180 Notices.

Any notice provided for in this Article shall be served either by delivering a copy personally to the licensee or by leaving a copy with some person of suitable age and discretion at the place of business of the licensee and actually or apparently in charge thereof, or, if no such person is found at the place of business of the licensee, by posting such notice in a conspicuous place on the premises and mailing a copy of the notice to the licensee at his place of business as set forth in his application for a license.

(Prior code § 4-3.512)

4.12.190 Payment of license fees.

The applicant shall, with his application for a new license or transfer of any existing license, deposit with the City Clerk a license fee of Five Hundred Fifty and no/100ths ($550.00) Dollars for the first year, and in the event the license is granted, it shall be renewed for periods of one year at a time until revoked upon the payment of a license fee for each successive year of Three Hundred Fifty and no/100ths ($350.00) Dollars per year, payable in advance. In the event the application is not granted, the applicant shall have refunded to him the license fee paid for the first year, except for the costs of the investigation hereinbefore referred to, including the costs of publishing the notice of application.

(Prior code § 4-3.513)

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025-_____

RESOLUTION ESTABLISHING FEES RELATED TO PALMISTRY PERMIT APPLICATIONS AND BACKGROUND INVESTIGATIONS

WHEREAS, the City Council will adopt amendments to Article 4- Palmistry, sections 4.12.070 through 4.12.190 of the Tracy Municipal Code in its entirety and replaced it with new sections 4.12.070 through 4.12.190; and

WHEREAS, the amendments to Article 4-Palmistry establish a new permitting regulatory scheme for all palmistry permit applicants; and

WHEREAS, all applicants will be required to pay permit and background investigation fees in conjunction with the permit application process; and

WHEREAS, an analysis of staff time involved in processing the permit applications and conducting background investigations was performed by the Tracy Police Department as a cost recovery measure and to ascertain the amount of the newly established permit and background investigation fees; and

WHEREAS, on November 18, 2025, the City Council conducted a public hearing where parties were able to provide testimony; and

* * * * * * * * * * * * * *

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TRACY ESTABLISHES THE FEES LISTED BELOW:

Palmistry Application Fee- $86.17

Background Investigation Fee- $312.70

The foregoing Resolution_____ was adopted by the Tracy City Council on the 18th day of November, 2025 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Date of Attestation: _____

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025-_____

AUTHORIZING THE TRACY POLICE DEPARTMENT TO ACCESS CRIMINAL HISTORY INFORMATION OF PALMISTRY PERMIT APPLICANTS FOR PERMITTING PURPOSES

WHEREAS, Amendments to Article 4-Palmistry, sections 4.12.070 through 4.12.190 of the Tracy Municipal Code establish a new permitting regulatory scheme for all palmistry permit applicants requiring every palmistry permit applicant to submit fingerprints and pass a background investigation; and

WHEREAS, City Council authorization is required to access criminal history by the Tracy Police Department when conducting background investigations; and

WHEREAS, Criminal history information is essential to determining palmistry permit eligibility; Cal. Penal Code §§ 11105(b)(10) and 13300 authorize access to summary criminal history information for licensing purposes and state law limits access to criminal history to protect individual privacy.

NOW THEREFORE BE IT RESOLVED THAT THE TRACY CITY COUNCIL:

Authorizes the Tracy Police Department to access criminal history information for all palmistry permit applicants.

* * * * * * * * * * * *

The foregoing Resolution_____ was adopted by the Tracy City Council on the 18th day of November, 2025 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL QUINTANILLA
City Clerk and Clerk of the Council of the City
of Tracy, California

Date of Attestation: _____

November 18, 2025

Agenda Item 4.C

RECOMMENDATION

Staff recommends that the Tracy City Council:

1. **Waive the first reading by substitution of title and introduce an Ordinance amending Chapter 4.20 - Massage Establishments and Therapists of the Tracy Municipal Code to add a permitting program to regulate massage establishments, require a background investigation for all massage establishment owners who are not certified by the California Massage Therapy Council, establish permit and background investigation fees and operational requirements consistent with current law**

2. **Adopt a Resolution authorizing the Tracy Police Department to access criminal history information for permitting purposes related to massage establishment permit applicants who are not certified by the California Massage Therapy Council; and**

3. **Adopt a Resolution establishing fees related to massage establishment permit applications and background investigations.**

EXECUTIVE SUMMARY

Proposed Ordinance

The proposed Ordinance establishes a regulatory permitting process for all massage therapy establishment owners who operate within the City of Tracy. The proposed ordinance requires applicants who are not certified by the California Massage Therapy Council (hereinafter "non- CAMTC certified") to submit their fingerprints and pass a background investigation prior to issuance of a Massage Therapy Establishment permit. The proposed Ordinance also establishes operational and regulatory requirements, new fees associated with permit applications and background investigations, enforcement remedies available to the city to enforce violation and a process for appeals.

City Council authorization required to access criminal history information

California Penal Code § 11105(b)(11) authorizes cities, counties, and other local agencies to access state and local summary criminal history information for licensing, permitting or certification purposes. City council authorization is required to access criminal history. The criminal history obtained will be used for the limited purpose of determining if a massage establishment permit should be granted to a non-CAMTC certified permit applicant.

Establishment of new permit fees

New fees will be required for all palmistry permit applicants. The permit application fee will remain the same for new, amended or renewal applications. A background investigation fee will be added for applicants who are not certified by the CAMTC as massage therapists.

BACKGROUND AND LEGISLATIVE HISTORY

Early Regulation

The City of Tracy originally adopted Chapter 4.20- Massage Establishments and Therapists in 2005, at a time when regulation of the massage industry was entirely a local matter. The City required local permits for practitioners and established minimum training, hygiene, and operational standards to ensure consumer protection and professional conduct.

Subsequent amendments in 2009, 2011, and 2015 sought to refine local regulations, clarify operational standards, and strengthen enforcement mechanisms as the number of massage businesses within the city increased.

State Preemption and Creation of CAMTC

In 2008, the California Legislature enacted Senate Bill 731, establishing the California Massage Therapy Council (CAMTC) and creating a statewide certification framework under the Massage Therapy Act (Business and Professions Code §§ 4600–4621). This Act preempted local licensing of individual massage professionals who are CAMTC-certified, while preserving the City's authority to regulate the business operations, land use, and health and safety conditions of massage establishments. The Act also authorized local governments to conduct inspections, adopt reasonable operating requirements, and enforce local zoning and permitting standards, provided such regulations did not conflict with the Massage Therapy Act or restrict the lawful practice of certified massage therapists.

Local Amendments in Response to State Reform

Following the passage of Assembly Bill 1147 (2014), which reauthorized and expanded the Massage Therapy Act, the City adopted Ordinance No. 1197 (2015) to bring its local regulations into conformity with state law. That ordinance revised definitions, established consistency between the City's permitting system and CAMTC certification, and reaffirmed the City's authority to regulate massage establishments as businesses rather than individual therapists.

Need for Comprehensive Modernization

Since 2015, the Massage Therapy Act has been amended multiple times, expanding CAMTC's enforcement powers and clarifying the role of local governments. Meanwhile, the City of Tracy has identified ongoing challenges in enforcement, including instances of unlicensed operation, illicit conduct and violations of health, safety, and building codes. Accordingly, the City determined that a comprehensive update of Chapter 4.20 would be appropriate.

ANALYSIS

Legislative Intent of Ordinance

The purpose and intent of the proposed Ordinance is to provide for the orderly regulation of offices and establishments providing massage therapy services, and to prevent and discourage the misuse of massage therapy as a front for human trafficking, prostitution, and related activities in violation of state law, all in the interests of the public health, safety, and welfare, by providing certain minimum building, sanitation, and operation standards for such businesses, and by requiring certain minimum qualifications for the operators and practitioners of such businesses. It is the further intent of this chapter to streamline local massage therapy permitting procedures, while still facilitating and advancing the ethical practice of massage therapy, by relying upon the uniform statewide regulations enacted by the Legislature in 2008 as Business and Professions Code Sections 4600 et seq., known as the Massage Therapy Act, as subsequently amended, and by restricting the commercial practice of massage in the city to those persons duly certified to practice by the California Massage Therapy Council formed pursuant to those statutes.

The proposed Ordinance:

- Aligns the City's regulations with the Massage Therapy Act and other relevant provisions of state law;
- Establishes a comprehensive massage establishment permit system administered by the Tracy Police Department;
- Requires fingerprinting and criminal background investigations for non-CAMTC certified applicants;
- Enhances coordination and data sharing with CAMTC;
- Defines enforcement remedies, including administrative, civil, and criminal actions for violations of the chapter; and
- Declares that an operation of a massage therapy establishment in violation of this chapter constitutes a public nuisance subject to abatement.

Permit Fees and Cost Recovery

Consistent with Government Code §§ 51030–51034 and the City's authority under Business and Professions Code §§ 4600 et seq., this chapter establishes permit fees for processing massage establishment permit applications and a background investigation fee for non-CAMTC certified applicants.

The fees are intended solely to recover the City's reasonable costs associated with the new permitting process including:

- Review and processing of applications;
- Conducting background investigations for non-CAMTC certified applicants;
- Performing inspections of the massage therapy establishments; and
- Ongoing enforcement and compliance monitoring.

The regulatory permitting process distinguishes massage establishment owner applicants who are certified by the CAMTC when submitting the application from applicants who are not certified by the CAMTC. The base fee for a permit application is $86.17. This fee will remain the same for new, renewal or amendment applications due to staff processing time remaining the same. If the applicant is non-CAMTC certified, a background investigation is required and a background fee will also be required. The cost associated with the background fee is $ 312.70. Both fees are recovered at cost.

See Attachment A for a breakdown of how the fees were calculated.

FISCAL IMPACT

The recommended fees are:

Massage Establishment Permit Application Fee- $86.17
Background Investigations Fee-$312.70

To offset the costs associated with the processing of permit applications and background investigations, fees were created. The new fees are designed to achieve full cost recovery consistent with California Government Code §§ 66014 and 51030–51034 and Proposition 26 (Article XIII C of the California Constitution). The fees shall reflect the actual, reasonable costs incurred by the City.

PUBLIC OUTREACH/ INTEREST

A public hearing shall be had to obtain public comments from the community regarding this agenda item.

COORDINATION

The Tracy Police Department, Fiscal Department and the City Attorney's Office coordinated in the preparation of the report.

CEQA DETERMINATION

This Ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or indirectly. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

STRATEGIC PLAN

This item is in accordance with Council Governance Strategic Plan, Goal 4:" Public Safety" and Goal 3: "Ensure Short and Long-Term Financial Sustainability".

ACTION REQUESTED OF THE TRACY CITY COUNCIL

1. Waive the first reading by substitution of title and introduce an Ordinance amending Chapter 4.20 - Massage Establishments and Therapists of the Tracy Municipal Code to add a permitting program to regulate massage establishments, require a background investigation for all massage establishment owners who are not certified by the California Massage Therapy Council, establish permit and background investigation fees and operational requirements consistent with current law

2. Adopt a Resolution authorizing the Tracy Police Department to access criminal history information for permitting purposes related to massage establishment permit applicants who are not certified by the California Massage Therapy Council; and

3. Adopt a Resolution establishing fees related to massage establishment permit applications and background investigations.

Prepared by: City Attorney's Office

Reviewed by: L. David Nefouse, City Attorney
Reviewed by: Sekou Millington, Chief of Police
Reviewed by: Sara Castro, Finance Director
Reviewed by: Arturo M. Sanchez, Assistant City Manager

Approved By: Midori Lichtwardt, City Manager

Attachment A – Cost Analysis
Attachment B- Ordinance
Attachment C- Exhibit 1

Attachment A

COST ANALYSIS

Staff conducted a cost analysis and determined that the time to process a massage establishment permit application would be the same for each application. A Senior Records Assistant will be processing the permit applications; said staff member is compensated at the hourly rate of $86.17. Staff further determined that intake and processing of each permit application will require one hour of staff time. The total cost is $86.17, which is also the permit application fee.

Staff determined that if a background investigation is required, a Police Officer would be the staff member performing the investigation. The staff member's hourly rate is $156.35. Staff determined that these tasks would require two hours of staff time for each application where the applicant requires fingerprinting and a background investigation. The total cost is $ 312.70, which is also the background investigation fee.

Personnel	Rate	Hours	Total Unit Cost
Senior Records Assistant	$ 86.17	1.0	$ 86.17
Police Officer	$156.35	2.0	$312.70

Attachment B

APPROVED AS TO FORM AND LEGALITY

-

City Attorney's Office

TRACY CITY COUNCIL
ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 4.20 - MASSAGE ESTABLISHMENTS AND THERAPISTS, OF TITLE 4 OF THE TRACY MUNICIPAL CODE, IN ITS ENTIRETY TO ADD A PERMITTING PROGRAM TO REGULATE MASSAGE ESTABLISHMENTS, REQUIRE A BACKGROUND INVESTIGATION FOR ALL MASSAGE ESTABLISHMENT OWNERS WHO ARE NOT CERTIFIED BY THE CALIFORNIA MASSAGE THERAPY COUNCIL, ESTABLISH PERMIT AND BACKGROUND INVESTIGATION FEES AND OPERATIONAL REQUIREMENTS CONSISTENT WITH CURRENT LAW

WHEREAS, the City of Tracy first adopted Chapter 4.20 of the Tracy Municipal Code in 2005, and subsequently amended it in 2009, 2011, and 2015 to refine local regulation of massage establishments and practitioners; and

WHEREAS, the California Legislature enacted the Massage Therapy Act, codified as Business and Professions Code §§ 4600 et seq., establishing statewide certification for massage professionals through the California Massage Therapy Council (CAMTC), while preserving local authority to regulate the business operations, land use, and health and safety of massage establishments; and

WHEREAS, the City Council finds that a comprehensive modernization of Chapter 4.20 is necessary to align local law with state requirements, to strengthen enforcement authority, and to deter illicit or unlawful activities associated with unregulated massage establishments; and

WHEREAS, the City Council further finds that the amendment of the existing Chapter 4.20 and the enactment of a new Chapter 4.20 will protect the public health, safety, and welfare, promote legitimate and professional massage therapy businesses, and provide the City with effective tools to abate unlawful operations;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

Section 1. **Incorporation of Recitals/Findings.** The Tracy City Council finds and determines the foregoing recitals are true and correct and are incorporated herein.

SECTION 2. Amendment to Chapter 4.20-Massage Establishments and Therapists of Title 4 of the Tracy Municipal Code. Chapter 4.20- Massage Establishments and Therapists of Title 4 of the Tracy Municipal Code is amended in its entirety as set forth in Exhibit 1.

SECTION 3. CEQA Determination. The City Council finds and determines that this Ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change to the environment, either directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause, or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses, or phrases may be declared invalid or unconstitutional.

SECTION 5. Typographical or clerical (scrivener's) errors. Any typographical errors in this ordinance may be remedied by the City Attorney with the assistance of the City Clerk and shall not constitute an alteration.

SECTION 6. Effective Date. This ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 7. Publication. This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

SECTION 8. Codification. This Ordinance shall be codified in the Tracy Municipal Code.

* * * * * * * * * * * * *

The foregoing Ordinance was introduced at a regular meeting of the Tracy City Council on the 18th day of November 2025, and finally adopted on the _____ day of 2025, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT :	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL QUINTANILLA
City Clerk and Clerk of the Council of the City of Tracy, California

Date of Attestation:_____

REGULATION OF ~~Chapter 4.20~~ MASSAGE THERAPY ESTABLISHMENTS ~~AND THERAPISTS~~[1]

Article I
General Provisions

~~Sections:~~

4.20.010 - Purpose and intent~~—Authority~~.

It is the purpose and intent of this chapter to provide for the orderly regulation of officesmassage therapists and massage establishments providing massage therapy services,~~, in the interest of the public health, safety and welfare. The City wishes both to recognize the practice of massage as a valid professional field~~ and to prevent and discourage the misuse of massage therapy as a front for human trafficking, prostitution, and related activities in violation of ~~and other unlawful activity which otherwise may become associated with some massage establishments.~~

~~This chapter relies upon the~~ state law, all in the interests of the public health, safety, and welfare, by providing~~certification process of the California Massage Therapy Council under the Massage Therapy Act (California Business and Professions Code sections 4600 through 4620). In addition, this chapter provides~~ certain minimum building, sanitation, and operation standards for such businesses, and by requiring certain minimum qualifications for the operators and practitioners of such businesses. It is the further intent of this chapter to streamline local massage therapy permitting procedures, while still facilitating and advancing the ethical practice of massage therapy, by relying upon the uniform statewide regulations enacted by the Legislature in 2008 as Business and Professions Code Sections et seq., known as the Massage Therapy Act, as subsequently amended, and by restricting the commercial practice of ~~the operation of~~ massage in the City to those persons duly certified to practice by the California Massage Therapy Council formed pursuant to those statutes.~~establishments, their managing employees, and massage therapists.~~

~~This chapter is adopted under the authority of Government Code sections 51030 through 51034, Government Code section 37101, Business and Professions Code section 16000, and California Constitution Article XI, Section 7.~~

[1]Editor's note(s)—Ord. No. 1197, § 1 (Exh. A), adopted June 16, 2015, amended Ch. 4.20 in its entirety to read as herein set out. Former Ch. 4.20, §§ 4.20.010—4.20.240, pertained to regulation of massage, and derived from Ord. 1075 § 1 (part), 2005; Ord. No. 1111, § 4 Exh. A (part), 2007; Ord. No. 1139, §§ 1—9, 9-15-2009; Ord. No. 1159, §§ 6—10, 6-7-2011.

~~(Ord. No. 1197, § 1 (Exh. A), 6-16-2015)~~

4.20.020~~-~~ **Sunset provision.** If any provisions of this chapter become invalid as of January 1, 2030, they shall be repealed.

4.20.030~~-~~ Definitions.

The definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this chapter.

~~"~~In this chapter:

(a) ~~(a)~~*California Massage Therapy Council*~~"~~ or ~~"~~*CAMTC*~~"~~ refers *to* the private nonprofit public benefit corporation created to regulate the massage industry pursuant to California Business and Professions Code §§ 4600 et. seq.

"***CAMTC certificate"*** refers *to* an original current and valid certificate issued by ~~means~~ the California Massage Therapy Council to a massage therapist pursuant to~~established under~~ Business and Professions Code sections 4600 et. seq. or any later enacted amendment.~~Section 4500.5(a).~~

~~"~~(b) *Certified massage therapist*~~"~~ or ~~"~~*therapist* ~~means a person who is currently certified as a~~ massage therapist ~~"~~ refers to a health care professional certified by the CAMTC, possesses a valid CAMTC certificate and is licensed to practice or administer~~who administers~~ massage in exchange for any form of compensation within the City of Tracy. All people~~. A~~ certified by CAMTC shall have the right to perform or engage in the practice of massage consistent~~therapist who is an independent contractor is one who works at a massage establishment (or has an outcall massage service), but is not a salaried employee and does not share a percentage of therapy proceeds~~ with the Massage Therapy Act, the qualifications established by his or her certification, the provisions of ~~establishment. (Included within~~ this chapter, and applicable law.~~definition through December 31, 2016 is a certified massage practitioner, a person who is currently certified as a massage practitioner by the CAMTC.)~~

~~"~~(c) *Chief*" refers to ~~means~~ the Chief~~chief~~ of the Tracy Police Department~~police~~ or his/her designee. The Chief's~~chief's~~ designees may include but are not limited to the City's Code Enforcement Officers.~~code enforcement officers.~~

(b) "***City***" refers to the City of Tracy.

(c) "***Compensation***" refers to the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

~~"~~(d) *Massage*~~"~~ or ~~"~~*bodywork*~~"~~ refers to ~~means~~ the application of various techniques to the muscular structure and soft tissues of the human body. Application of massage and bodywork techniques may include, but are~~is~~ not limited to,

stroking, kneading, tapping, compression, vibration, rocking, friction, pressure, and similar techniques. Examples of massage include Swedish massage, sports massage, shiatsu, polarity therapy, ~~rolfing, reiki, hellerwork~~ and reflexology. Massage and bodywork have the same meaning.

~~"Massage specifically excludes: diagnosis, prescription, intentional manipulation or adjustments of the skeletal structure, or any other service, procedure or therapy which requires a license to practice (chiropractic, osteopathy, orthopedics, physical therapy, podiatry, or medicine), hypnosis, naturopathic, colonic irrigation, acupuncture, vacuum cupping, nutritional or dietary counseling, detoxification programs, yoga, exercise, spiritual healing, or procedures which penetrate body cavities, either manually or with any other method of intrusion. Massage also excludes: an athletic team trainer who administers massage in the course of training duties; a state-licensed barber, beautician, cosmetologist, esthetician or manicurist who administers massage in the normal course of duties; individuals administering massage to participants in road races, track meets and similar single-occurrence events if approved by the event sponsors and provided only at the site of the event.~~

~~(e)~~ *Massage establishment**" or "massage business establishment"*** refers to ~~means~~ a fixed location where ~~(~~only~~)~~ state-certified massage therapists practice massage for compensation. The following are not considered massage establishments under this chapter: a hospital, nursing home, sanitarium, physiotherapy establishment, office of a licensed medical professional, or other state-licensed physical or mental health facility,~~; nor~~ a personal fitness training center, gymnasium, athletic facility or health club~~, when the giving of massage is an incidental function of the business, constituting ten (10%) percent or less of the business~~.

(d) "***Owner***" refers to the legal owner of the~~(f) *Outcall* massage~~ establishment~~*service* means a~~ business.

(e) "***Operator***" refers to the manager or person who operates the ~~that provides~~ massage establishment business.

(f) "***Sole proprietorship***" refers to a massage establishment business owner where the owner owns one hundred percent of the business and is ~~at a location designated by the client or~~ the massage therapist or has one employed massage therapist.

(g) "***Visitor***" refers to any individual not retained or employed by the massage establishment and not receiving or waiting to receive massage therapy services, excluding law enforcement personnel or governmental officials performing governmental business.

4.20.040- CAMTC certification required for Massage Therapy Professionals.

It is unlawful for any person to perform or engage in the practice of massage therapy for compensation within the city unless that person is certified by the CAMTC as a massage therapist pursuant to sections 4600 et. seq.

4.20.050- Exemptions.

This chapter shall not apply to the following people while engaged in the performance of the duties of their respective professions:

(a) Trainers of an amateur, semi-professional, or professional athlete or athletic team, as long as such person does not practice massage therapy as their primary occupation where they provide such services.
(b) Barbers, estheticians, and cosmetologists who are duly licensed under the laws of the State of California, while engaging in practices within the scope of their licenses.
(c) Individuals administering massages or health treatments involving massage to persons participating in single occurrence athletic, recreational, or educational events such as road races, track meets, triathlons, educational events, or conferences, provided that the event is open to the public or to a significant segment of the public such as employees of sponsoring or participating corporations, and the massage services are provided at the site of the event during, immediately preceding, or immediately following the event.
(d) Somatic practitioners who use no physical touch of any kind at any time in their practice

Physicians, surgeons, chiropractors, osteopaths, podiatrists, physical therapists, nurses, acupuncturists or any~~,~~ other person licensed to practice any medicinal or healing art under the provisions of Division 2 (commencing with Section 500) of the Business and Professions Code when engaging in such practice within the scope of his or her license.~~than at a massage establishment.~~

4.20.060-Department coordination with CAMTC and reporting violations to CAMTC.

The Chief or designee shall designate ~~(Ord. No. 1197, § 1 (Exh. A), 6-16-2015)~~

~~**4.20.030 Requirements.**~~

(a) ~~(~~a staff member within the Tracy Police Department to serve as the primary liaison with the CAMTC. The liaison shall:

1) Maintain an up-to-date list of all CAMTC-certified massage therapists practicing within the city;
2) Maintain a current registry of all massage establishments operating within the City;

3) Receive and review notices, correspondence, and other information transmitted by CAMTC; and
4) Promptly notify CAMTC of any citations, arrests, convictions, or administrative actions involving certified massage therapists or massage establishments within the City.

4.20.070 –) ~~)~~ Massage **Establishment Inspections.**

(a) Authorized City officials, including but not limited to the Chief of Police or designees, the Chief Building Official or designees, and the Chief of the Fire Department or designees, are empowered to enter and inspect the premises of any massage establishment during regular business hours, and as otherwise reasonably necessary, to verify compliance with the provisions of this chapter, applicable state laws, and other municipal regulations.

(b) Such inspections may be conducted without a search warrant when carried out in accordance with this chapter and all other applicable laws. The purpose of such inspections is to ensure public health, safety, and welfare through enforcement of building, zoning, fire, and sanitation standards.

(c) Fees for safety inspections conducted under this section shall be in accordance with the Citywide Master Fee Schedule.

(d) The massage establishment owner and/or operator shall take immediate action to correct each violation noted by the Inspector. A reinspection will be performed to ensure that each violation noted by the Inspector has been corrected. A reinspection fee may apply.

4.20.080 – Applicability of Other Laws.

Nothing in this chapter shall be construed to exempt any individual or business from compliance with any other applicable federal, state, or local law, ordinance, rule, or regulation.

4.20.090-

Any massage establishment operated, conducted, or maintained contrary to the provisions of this chapter shall be, and the same is hereby declared to be, unlawful and a public nuisance, and the city attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinment thereof, in the manner provided by law. Such remedies shall be in addition to any other judicial and administrative penalties and remedies available to the city under this code or under state law.

4.20.100– Enforcement Remedies.

Any. No person or entity found to be in violation of this chapter shall be subject to one or more of the following remedies, which may be imposed cumulatively:

(a) Violations may be enforced through the City's administrative citation process as provided in Chapter 1.12 of the Tracy Municipal Code.

(b) A violation of any provision of this chapter shall constitute a misdemeanor punishable by up to six months imprisonment in county jail or a fine not to exceed $1,000, or both.

(c) The City Attorney may, in the exercise of discretion, commence a civil action for injunctive relief, abatement, or any other appropriate legal or equitable remedy to enforce compliance with this chapter. Any massage establishment operated in violation of this chapter is hereby declared a public nuisance subject to abatement pursuant to law.

(d) The Chief may suspend or revoke any massage establishment permit issued under this chapter upon finding that the permittee, or any employee thereof, has violated this chapter, the California Massage Therapy Act, or any other applicable law or regulation. Revocation or suspension shall be conducted in accordance with the procedures set forth in Section 4.20.210.

(e) The owner, operator, manager, and any person responsible for the control or operation of a massage establishment shall be jointly and severally liable for any violations of this chapter, regardless of whether such person directly committed the violation.

(f) Each day that a violation continues, or each instance of conduct in violation of this chapter, shall constitute a separate and distinct offense and may be punished accordingly.

(g) The remedies provided in this chapter are cumulative and in addition to any other remedies available under federal, state, or local law. Enforcement under this Chapter shall not preclude the City from pursuing any other administrative, civil, or criminal action provided by law.

4.20.110-Immediate Cessation.

The Chief, or his/her designee(s) may order that a massage establishment cease operations if the Chief, or his/her designee determines that the massage establishment is operating without a valid permit, business license, a massage therapist is performing massage services without the proper certification or any other violation of this chapter or law. The massage establishment must cease operations within 24 hours of receiving a Notice to Cease Operations.

4.20.120- Transitional Compliance Period.

Existing massage establishments operating within the City prior to the effective date of this chapter shall be permitted to continue operations, provided that a complete

application for a massage establishment permit and a background investigation application, if required, is submitted to the City within one hundred twenty (120) days of the effective date of this Chapter.

4.20.130 – Appeals

(a) Filing of Appeal.

(1) An appeal shall be filed in writing with the City Manager or designee within ten (10) working days of the action appealed from. The appeal shall be filed on a form provided by the City Manager's office. The ten (10) working days for filing the appeal is measured from the date written notice of the decision is sent (or personally delivered) to the person. If there is no written notice of decision, the time for appeal is twenty (20) working days from the date of the decision.

(2) The appeal shall clearly identify the decision being appealed and state in detail the grounds for the appeal, including all supporting facts, evidence, and arguments.

(3) The appeal must be accompanied by the appeal fee listed in the Citywide Master Fee Schedule adopted by City Council Resolution.

(4) Failure to file a timely appeal shall constitute a waiver of all rights to an administrative hearing and the decision shall become final and conclusive.

(b) Hearing Officer or Appeals Body.

(1) Appeals shall be heard by a neutral Hearing Officer, designated by the City Manager, who shall be an attorney licensed to practice law in the State of California and who possesses expertise on the subject matter.

(2) The Hearing Officer shall not have participated in the investigation or decision being appealed.

(3) The Hearing Officer shall have authority to receive evidence, hear testimony, and make written findings and recommendations.

(c) Notice and Conduct of Hearing.

(1) Upon receiving the notice of appeal, the City Manager shall set the matter for hearing and shall give the person appealing written notice of the time and place of hearing at least ten (10) working days before the hearing. The

hearing shall be held within thirty (30) working days of the date the notice of appeal is filed. The parties may extend this time by agreement. The hearing is not limited by technical rules of evidence. The City Manager may affirm, modify or reverse the decision appealed. The City Manager shall render a written decision within ten (10) working days after the closing of the hearing.

(d) Decision of Hearing Officer

(1) Within fifteen (15) calendar days after the conclusion of the hearing, the Hearing Officer shall issue a written decision, including findings of fact and conclusions of law, which shall be served upon the appellant and the City.

(2) The decision shall either:

i. Affirm the original decision;

ii. Reverse the original decision; or

iii. Modify the decision and impose alternative conditions or penalties deemed appropriate under the circumstances.

(e) Effect of Appeal on enforcement

(1) The filing of an appeal shall stay enforcement of the decision being appealed pending final resolution, except in cases where the Chief of Police or designee or City Attorney determines that continued operation poses an immediate threat to the public health, safety, or welfare.

(2) In such cases, the City may take immediate action to suspend operations pending the outcome of the appeal.

(f) Judicial Review.

Any final administrative decision rendered pursuant to this chapter shall be subject to judicial review under California Code of Civil Procedure section 1094.5 and in accordance with section 4.20.130 of this chapter.

4.20.130- Time limits for judicial review.

(a) **Ninety (90) days: Code of Civil Procedure section 1094.5.** Judicial review of any decision of the City, or of any commission, board, officer or agent of the City, may be had under California Code of Civil Procedure section 1094.5 only if the petition for writ of mandate is filed within ninety

(90) days following the date on which the decision becomes final. However, if the person challenging the decision files a request for a copy of the record of proceedings with the City Clerk or designee within ten (10) days after the date on which the decision becomes final, then the time within which the writ of mandate may be filed is extended to the 30th day after the record is either delivered or mailed to the person or his attorney, if he has one. The procedures set forth in Code of Civil Procedure sections 1094.5 and 1094.6 apply.

(b) A "decision," as used here, means a decision subject to review under section 1094.5, suspending, demoting or dismissing an officer or employee; revoking or denying an application for a permit, license or other entitlement; imposing a civil or administrative penalty, fine, charge or cost; or denying an application for any retirement benefit or allowance.

(c) In making any final decision subject to review under Code of Civil Procedure section 1094.5, the City shall provide notice to the party that the time within which judicial review must be sought is governed by this section. The City may do so by including a copy of this section with the written notice of the final decision.

(d) Twenty-one (21) days: First Amendment issues. A final decision by the City to issue, revoke, suspend or deny a permit or other entitlement for expressive conduct protected by the First Amendment to the United States Constitution is governed by California Code of Civil Procedure section 1094.8. Such a decision is entitled to priority and subject to expedited hearing and review procedures. An action to challenge the City's decision must be filed and served within twenty-one (21) calendar days from the date of the decision.

(e) Thirty (30) days: most other decisions. Except as otherwise provided below, any legally permitted court action or proceeding to attack, review, set aside, void, annul or seek damages or compensation for any City decision or action must be commenced, and service of summons effected, within thirty (30) days from the date of the decision. Thereafter, all persons are barred from commencing or prosecuting any such action or proceeding or asserting any defense of invalidity or unreasonableness of such decision or action. In this subsection, "decision" includes administrative, adjudicatory, legislative, discretionary, and executive decision, or other action taken or authorized by this Code.

ARTICLE II

MASSAGE ESTABLISHMENT PERMITS AND REQUIREMENTS

4.20.140- Non- CAMTC Certified Massage Therapy Establishment Permit Applicants

All owners who apply for a massage establishment permit that do not possess a certificate issued by the CAMTC, in addition to all other requirements under this chapter or requirements by applicable law, shall be fingerprinted and shall submit an application for a background investigation when applying for a permit. The applicant shall be responsible for all associated fees including the permit application fee, background investigation fee and other required fees as provided in the Citywide Master Fee Schedule.

4.20.150- Massage establishments—Prohibited conduct.

It is unlawful for any person to~~may own or~~ operate a massage establishment within the City without first obtaining a massage establishment permit from the Tracy Police Department.~~(or outcall massage service) in the city unless:~~

It~~(1) Each person administering massage for compensation (whether as an employee or independent contractor)~~ is unlawful for a~~a certified massage therapist; and~~

~~(2) The owner or operator has a current registration on file at the police department. (See section 4.20.040.)~~

~~(b) Massage therapist. No person may practice massage in the city who is not a certified massage therapist. A certified massage therapist working in the city must either:~~

~~(1) Work at a city-permitted~~ massage establishment owner or designee to employ or retain any person to practice massage therapy for compensation,~~;~~ or to allow any person to perform massage therapy for compensation on the premises of

~~(2) As an independent contractor not affiliated with~~ a massage establishment, unless ~~provide outcall massage services only if he or she first registers with the city as a massage establishment, and indicates on the registration form~~ that person is a CAMTC-certified~~he or she does outcall~~ massage therapist and unless~~services.~~

~~(c) Other city permits. Establishments are advised~~ that person is identified as an authorized massage therapist on the permit issued pursuant to this chapter.~~they must also obtain a city business license.~~

(a) It is unlawful for a massage establishment to operate under any name or conduct business under any designation not specified in the massage

establishment permit and/ or business license issued pursuant to this chapter, and/or any filing with the Secretary of State.

(b) It is unlawful for a massage establishment to continue to operate following the sale or transfer of any interest in the massage establishment to a person who was not identified as an owner in the massage establishment permit application.

(c) It is unlawful for any person or massage business to conduct massage for compensation within the City without first obtaining a valid City business license.

(i) If any massage business owner(s) or operator(s) are denied a massage business permit then a City business license cannot be issued to the massage business until such time as the denied business owner(s) or operator(s) are removed from the application for the City business license.

4.20.160 Permit Application

Each owner of a massage establishment shall file an application for a permit on a form provided by the Tracy Police Department. The application shall be accompanied by the fee established by the City's fee schedule. The application shall include the following:

The name~~(Ord. No. 1197, § 1 (Exh. A), 6-16-2015)~~

~~**4.20.040 City registration.**~~

~~A massage establishment must register with the city police department annually, and shall post evidence of city registration wherever massage is practiced. There is no charge for the registration. The establishment shall notify the department within thirty (30) days of any change in the information provided. The registration is not transferrable to another owner or manager; any such change requires re-registration.~~

~~The registration application shall include:~~

~~(a) Name~~, address, and telephone number of the massage establishment.~~, and the hours of operation;~~

(a) The name, residence~~(b) Name,~~ address and telephone number, and business address and telephone number of each owner of the massage establishment.

(b) The form of business under which~~owner(s) and manager(s). (If~~ the applicant will be conducting the massage establishment, i.e.,~~is a~~

corporation, general or limited partnership, limited liability company, or other form. If the applicant is a ~~the name of the~~ corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation ~~or charter~~, together with the names~~State~~ and ~~date of incorporation and the name~~, residence addresses~~address, and telephone number~~ of each of its~~the~~ officers, ~~and~~ directors, and each shareholder holding more than ten percent of the stock of the corporation. If the applicant is a general or limited partnership, the application shall set forth the name and residence address of each of the partners, including limited partners. If one or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant shall apply. If the applicant is a limited liability company, the application shall set forth the name and residence address of each of the members. If one or more of the members is a partnership, limited liability company, or corporation, the provisions of this section pertaining to a partnership, limited liability company, or corporate applicant shall apply, as applicable.

The name, address ~~of the corporation. If the applicant is a partnership, the name, residence address~~, and telephone number of the owner of the real property where the massage establishment is to be operated. In the event the applicant is not the legal owner of the property, the application shall be accompanied with a copy of a lease between the applicant and the property owner authorizing the use of the premises for a massage establishment, or, alternatively, if there is no written lease, then a written, notarized acknowledgment from the property owner that the property owner has been advised that a massage establishment will be operated by the applicant on the property.~~each of the partners. If the applicant is a limited partnership or limited liability company, it shall furnish a copy of its certificate of limited partnership or limited liability company as filed with the Secretary of State.);~~

(c) A description of the proposed massage establishment, including the type of treatments to be administered.

(d) The name of each individual who the massage establishment employs or retains to perform massage therapy for compensation, whether on or off the massage establishment premises.

(e) The name of each individual who is regularly employed or retained by the massage establishment to perform services on the premises other than massage therapy, and the nature of their services.

(f) For each individual who the massage establishment does or will employ or retain to perform massage therapy for compensation, whether on or off the massage establishment premises, a copy of that individual's current certification from the CAMTC as a certified massage practitioner or certified massage therapist, and a copy of his or her current CAMTC issued identification card.

(g) For each owner of the massage establishment who is a CAMTC-certified massage professional, a copy of his or her current certification from the CAMTC as a certified massage practitioner or as a certified massage therapist and a copy of his or her current CAMTC-issued identification card.

(h) Whether any license or permit has ever been issued to the applicant by any jurisdiction under the provisions of any ordinance or statute governing massage or somatic practice, and as to any such license or permit, the name and address of the issuing authority, the effective dates of such license or permit, whether such license or permit was ever suspended, revoked, withdrawn, or denied; and copies of any documentary materials relating to such suspension, revocation, withdrawal, or denial.

(i) Whether any owner of the massage establishment, within five years immediately preceding the date of filing of the application, has been convicted in a court of competent jurisdiction of any offense that relates directly to the operation of a massage establishment whether as a massage establishment owner or operator or as a person practicing massage for compensation, or as an employee of either; or has at any time been convicted in a court of competent jurisdiction of any felony the commission of which occurred on the premises of a massage establishment.

(j) Whether any owner or operator of the massage establishment is currently required to register under the provisions of section 290 of the California Penal Code.

(k) Whether any owner or operator of the massage establishment, within five years preceding the date of application, has been convicted in a court of competent jurisdiction of sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22 of the California Penal Code or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses.

(l) Whether any owner or operator of the massage establishment has been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to sections 11225 through 11235 of the California Penal Code, or any similar provision of law in a jurisdiction outside the State of California.

(m) Any owner of the massage establishment, within five years of the date of application, and as established by clear and convincing evidence, has engaged in acts prohibited under California Penal Code sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22.

(n) Such other information as may be required by the permit authority to determine compliance with any other eligibility requirements for issuance of the permit as specified by federal, state, or local law.

(o) A statement that within the last five years the applicant has not failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the , and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

4.20.170 Permit issuance.

(a) The Chief of Police or designee shall issue a massage establishment permit if the applicant meets the requirements of this chapter and no grounds for denial exist under Section 4.20.180, or otherwise herein. The Chief may impose conditions on the permit consistent with this chapter and applicable law.

(b) Prior to the issuance of a massage establishment permit, the Chief shall make a reasonable investigation into the information provided in the application to confirm the facts stated therein

(c) Prior to the issuance of a massage establishment permit, the applicant must obtain a zoning clearance letter from the Planning Department, a safety clearance letter from the Fire Chief or designee and/or the designated building official.

(d) Notice to Property Owner. If the applicant is not the record owner of the property where the massage establishment is located, the Chief may send a written notice to the property owner advising of the issuance of the permit and of the regulations applicable to the massage establishment. The Chief may also provide the property owner with copies of any other notices or communications with the applicant sent at any time before or after issuance of the permit.

(e) Term. A massage establishment permit issued pursuant to the terms of this chapter shall be valid until June 30th of each year, regardless of when the permit was issued.

4.20.180 Permit Denial.

The Chief may deny an application for a massage establishment permit on any of the following grounds:

(a) The massage establishment, as proposed by the applicant, would not comply with the requirements of this chapter.

(b) The massage establishment, as proposed by the applicant, would not comply with any applicable law, including, but not limited to the City's building, fire, zoning, and health regulations.

(c) The applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application for a massage establishment permit.

(d) Any owner of the massage establishment, within five years immediately preceding the date of filing of the application, has been convicted in a court of competent jurisdiction of any offense that relates directly to the operation of a massage establishment whether as a massage establishment owner or operator or as a person practicing massage for compensation, or as an employee of either; or has at any time been convicted in a court of competent jurisdiction of any felony the commission of which occurred on the premises of a massage establishment.

(e) Any owner of the massage establishment is currently required to register under the provisions of section 290 of the California Penal Code.

(f) Any owner of the massage establishment, within five years of the date of application, has been convicted in a court of competent jurisdiction of any violation of sections 266a, 266, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22.

(g) Any owner of the massage establishment has been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to Sections through of the California Penal Code, or any similar provision of law in a jurisdiction outside the State of California.

(h) Any owner or operator of the massage establishment, within five years of the date of application, and as established by clear and convincing evidence, has engaged in acts prohibited under California Penal Code sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22.

(i) Any owner of the massage establishment is an individual who has not attained the age of eighteen years.

(j) Any owner or operator of the massage establishment, within five years immediately preceding the date of filing of the application, has had a permit or license to practice massage for compensation or to own and/or operate a massage establishment revoked or denied in any jurisdiction.

(k) Within the last five years, the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the , and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

4.20.190 Notice of denial of Permit

If an application or renewal for a massage establishment permit is denied, the Chief shall give written notice to the applicant specifying the grounds for denial.

4.20.200-Amendments to Permits

(a) Whenever the information provided in the application for a certified massage establishment on file with the City changes, the operator shall file an application, provided by the director, to amend the permit to reflect such changes. An application to amend a massage establishment permit shall be made by submitting an application on a form provided by the director. The application shall be accompanied by the fee established by the City's fee schedule.

(b) The application shall not be approved unless the director determines that the terms of the amended permit comply with all requirements of this chapter and all other local, state, and federal laws, and the massage establishment has no outstanding violations or unpaid citations or fees. Inspection of the massage establishment may be required prior to approval of the amendment.

(c) An amendment shall not be used to change the location or owners of a massage establishment. Instead, a new permit application is required

(d) A denial of an application to amend a massage establishment permit may be appealed in the same manner as a denial of an application for a permit under Section 4.20.130.

4.20.210- Revocation and Suspension

All massage establishment operators shall be deemed to know and understand the requirements and prohibitions of this chapter. Any massage establishment permit issued pursuant to this chapter may be suspended or revoked by the Chief or designee, where the Chief or designee finds that any of the following have occurred on even a single occasion:

(a) The permittee or any person employed or retained by the massage establishment has violated any provision of this chapter.

(b) The permittee or any person employed or retained by the massage establishment has been convicted in a court of competent jurisdiction of having violated, or has engaged in conduct constituting a violation of, any of the following: California Penal Code Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22.

(c) Conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses.

(d) The permittee or any person employed or retained by the massage establishment is required to register under Section 290 of the California Penal Code.

(e) The permittee has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this code, or Sections 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the State of California.

(f) The permittee or any person employed or retained by the massage establishment has engaged in fraud or misrepresentation or has knowingly made a misstatement of material fact while working in or for the massage establishment.

(g) The permittee has continued to operate the massage establishment after the massage establishment permit has been suspended.

(h) Massage has been performed on the premises of the massage establishment, with or without the permittee's actual knowledge, by any person who is not a duly authorized CAMTC-certified massage professional.

(i) A person who is not a duly authorized CAMTC-certified massage professional has provided outcall massage services through or on behalf of the massage establishment.

(j) The permittee or any person employed or retained by the massage establishment or any other person on the premises of the massage establishment has engaged in conduct or committed acts that a reasonable person in the patron's position would understand as an offer to perform on or engage in with the patron acts that are sexual in nature or that involve touching of the patron's genitals, or anal region.

(k) The permittee or any person employed or retained by the massage establishment has engaged in sexually suggestive advertising related to massage services on the premises of the massage establishment, including, but not limited to displaying photographs of individuals clothed in swim attire, or attire that is transparent, see-through or substantially exposes the individual's undergarments, breasts, buttocks, or genitals, describing massage services as "erotic," "sensual" or similarly sexual in nature, listing advertisements in adult media, or describing the appearance or age of massage providers.

(l) If the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the , and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

4.20.220 -Massage establishment permit- Process for Suspension and Revocation

(a) The Chief of Police, or designee, shall send written notice of the suspension or revocation to the permittee and the notice shall be served on the permittee

either personally or by certified mail addressed to the business or residence address of the permittee. The notice shall contain a description of the grounds for the suspension or revocation of the permit along with supporting facts, and the notice shall contain an advisement of the permittee's right to request an appeal. The Chief of Police, or designee, shall also send an informational copy of the notice of suspension or revocation to the person or entity who owns the property associated with the permittee's massage business.

(b) Suspension or revocation issued pursuant to subsection A shall be effective five calendar days from the date appearing on the notice, unless a timely appeal is filed in accordance with subsection C.

(c) The decision of the Chief of Police, or designee, may be appealed pursuant to and consistent with sections 4.20.180, 4.20.190 and 4.20.200 of this chapter.

4.20.230 Operational Requirements.

The following operational requirements shall be applicable to all massage establishments located within the City:

(a) No massage establishment shall be kept open for business between the hours of ten p.m. of one day and eight a.m. of the following day. A massage begun any time before ten p.m. must nevertheless terminate at ten p.m.

(b) The hours of operation of the massage establishment shall be displayed in a conspicuous public place in the reception and waiting area and in any front window clearly visible from outside of the massage establishment.

(c) Patrons shall be permitted in the massage establishment only during the hours of operation.

(d) During the hours of operation, patrons shall be permitted in massage therapy rooms only if at least one duly authorized certified massage professional is present on the premises of the massage establishment. Patrons shall not be permitted in any employee break room on the premises.

(e) During the hours of operation, except as otherwise provided herein, no visitors shall be permitted in massage therapy rooms, break rooms, dressing rooms, showers, or any other room or part of the massage establishment premises other than the reception and waiting area or toilet rooms.

(f) Except for a patron who is inside a massage therapy room for the purpose of receiving a massage, no patrons or visitors shall be permitted in or on the massage establishment premises at any time who are less than fully clothed in outer garments of nontransparent material, or who display or expose themselves in underclothing or similar intimate apparel.

(g) Massage therapists shall be fully clothed at all times. Clothing shall be fully opaque, non-transparent material and said garments shall not expose their genitals, pubic areas, buttocks, or breasts. Swim attire may not be worn unless

the massage therapist is providing a water-based massage modality approved by the CAMTC. A massage therapist should not wear any clothing that is deemed by the CAMTC to constitute unprofessional attire. All employees of the massage business, including owners and managers, shall also adhere to these clothing requirements.

(h) No massage establishment shall allow any person to reside within the massage establishment or in any attached structures owned, leased, or controlled by the massage establishment owners.

(i) A certificate holder shall provide his or her full name and certificate number upon the request of a member of the public, a member of the Tracy Police Department or its designee at the location where he or she is providing massage services for compensation.

(j) Massage operators shall include the name under which he or she is certified and his or her certificate number in all advertising for massage for compensation.

(k) The massage establishment shall keep on the premises a complete and current roster of all owners, operators, and managing employees of the massage establishment and all massage professionals and other persons employed or retained by the massage establishment. The roster shall include the name, residence address, and phone number of each individual. The roster shall be available for inspection by city officials charged with the enforcement of this chapter.

4.20.240 ~~(c) Contact information for the primary person in charge; and~~

~~(d) Name, address, state certification number and expiration date of each employee or independent contractor who will offer massage at (or through) the establishment. The massage establishment shall provide a copy of the state certification of any therapist upon request.~~

~~(Ord. No. 1197, § 1 (Exh. A), 6-16-2015)~~

~~**4.20.050 Posting and record keeping.**~~

~~(a) The operator of a massage establishment shall:~~

~~(1) Post in a conspicuous place within the massage establishment the photograph and a copy of the state certification of each massage therapist working at or through the establishment; and~~

~~(2) Maintain a daily register of each client, the assigned room (or location of outcall massage service), the massage therapist who treated the client, a description of service(s) performed and the time of the appointment. The daily register shall be completed by the close of business every day, and shall be available for inspection by the city during regular business hours. The register shall be considered confidential, not for public review, and may be inspected by the city~~

~~only as part of a criminal investigation or during proceedings to investigate compliance with this chapter. These records shall be retained for at least one year.~~

~~(b) An independent contractor massage therapist (including a therapist providing outcall massage services) is responsible for compliance with subsection (a)(2) of this section.~~

~~(Ord. No. 1197, § 1 (Exh. A), 6-16-2015)~~

~~4.20.060~~ Facility Requirements. ~~requirements.~~

Except as otherwise specifically provided in this chapter, the following physical facility and building code requirements shall be applicable to all massage establishments located within the City:

(a) Main entry door and reception and waiting area required. One main entry door shall be provided for patron entry to the massage establishment, which shall open to an interior patron reception and waiting area immediately. All patrons and people other than individuals employed or retained by the massage establishment shall be required to enter and exit through the main entry door. Unless the massage establishment is a sole proprietorship or a home occupation with one or no other employees, the main entry door shall be unlocked at all times during business hours.

(b) No massage establishment located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area with curtains, closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises.

(c) All interior doors, including massage therapy rooms or cubicles, but excluding individual dressing rooms, showers, and toilet rooms, shall be incapable of being locked and shall not be blocked to prevent opening. This section does not apply to business entities who are owned by one individual with one or no employee, who shall be allowed to lock the door of the massage establishment when massage services are provided.

(d) Minimum lighting equivalent to at least one forty-watt light shall be provided in each massage therapy room or cubicle.

(e) A massage table or professional massage chair specifically designed for seated massage shall be used for all massage therapy, with the exception of "Thai," "Shiatsu," and similar forms of massage therapy, which may be provided on a padded mat on the floor, provided the patron is fully attired in loose clothing, pajamas, scrubs, or similar style of garment. Massage tables shall have a minimum height of eighteen inches.

(f) Beds, floor mattresses, and waterbeds are not permitted on the premises of the massage establishment, and no massage establishment shall be used for residential or sleeping purposes, which may be shown by circumstantial evidence such as the presence of bedding, pillows, sleeping bags, suitcases, clothing, toiletries or other personal belongings, cooking appliances, utensils or food in excess of a business establishment's normal requirements.

(g) All locker facilities that are provided for the use of patrons shall be fully secured for the protection of the patrons' valuables, and each patron shall be given control of the key or other means of access.

4.20.260 Posting, Display and Recordkeeping Requirements

(a) The massage establishment permit shall be displayed in an open and conspicuous place on the premises visible from the main entry door and/or reception and waiting area of the massage establishment.

(b) The original CAMTC certificate of every massage therapist performing massage shall be displayed in the reception area or in the area where massage is to be performed. CAMTC certificates of former employees, independent contractors, or volunteers shall be removed as soon as those massage therapists are no longer performing massage at the location. All records of employees, independent contractors, or volunteers who have performed massage for a massage business shall be retained by the owner of the massage business for a period of two years.

(c) Display of Human Trafficking Notices. The massage establishment shall comply with the requirements in California Section 52.6 related to the posting of information for victims of human trafficking.

~~The operator of a massage establishment shall maintain and operate the establishment in a safe and sanitary manner, and shall:~~

~~(a) Comply with all applicable building, fire, safety, health, electrical, plumbing, mechanical, heating and ventilating, sanitation, and other laws applicable to the premises;~~

~~(b) Maintain all equipment used to perform massage services in a safe and sanitary condition, including the regular application of cleansers and bacterial cleaning agents, and launder all materials furnished for the personal use of the client, such as towels and linens, before each use;~~

~~(c) Maintain all bathroom and plumbing fixtures in a sanitary condition, provide hot and cold running water, and comply with sanitation requirements of the county health department;~~

~~(d) Provide either a separate room or dressing and locker facilities for each client. Dressing and undressing may occur in the same room as massage therapy if~~

the client is alone in the room with the door(s) closed and opaque coverings are present on any windows while undressing or dressing. The massage therapist or other clients may not be present in the same room when the client is undressing;

(e) For a massage establishment in which the therapist is an employee, all massage services shall be paid for in the reception area, and all tips, if any, shall be paid in the reception area. For a massage establishment at which a therapist is an independent contractor, all massage services and all tips, if any, may be paid in the same room where the massage occurred, provided the door to the room is fully open. A massage establishment located in a home is exempt from this subsection.

(Ord. No. 1197, § 1 (Exh. A), 6-16-2015)

4.20.070 Inspections.

The chief may inspect the premises at the time of registering a massage establishment, and may make periodic, reasonable inspections of the establishment during normal business hours to assure compliance with CAMTC requirements, this chapter (including record-keeping as required by section 4.20.050) and applicable fire, health and safety requirements (Health & Safety Code § 4612(c)(1)). If any violations are found, the chief shall notify the establishment in writing. The chief may give the establishment ten (10) days to correct the violation(s), or, if the violation(s) presents a danger to public health or safety, close the establishment until the violation(s) is corrected.

(Ord. No. 1197, § 1 (Exh. A), 6-16-2015)

4.20.080 Hours of operation.

No massage establishment and no massage therapist may provide massage service between the hours of 10:00 p.m. and 6:00 a.m. Clients and visitors shall be excluded from a massage establishment during those hours.

(Ord. No. 1197, § 1 (Exh. A), 6-16-2015)

4.20.090 Department coordination with CAMTC.

The chief shall designate a person in the police department or code enforcement division to coordinate with CAMTC, including maintaining a list of certified therapists practicing in the city, maintaining a list of massage establishments operating in the city, receiving notices and information from CAMTC, and notifying CAMTC of any arrest or conviction of Penal Code section 647 or other act punishable as a sexually related crime (Health & Safety Code §§ 4602(c), 4602.5).

(Ord. No. 1197, § 1 (Exh. A), 6-16-2015)

~~**4.20.100 Appeals.**~~

~~A person may appeal a decision of the chief in accordance with section 1.12.010 of this Code. The decision of the city manager or designee is final and may not be appealed to the city council.~~

~~(Ord. No. 1197, § 1 (Exh. A), 6-16-2015)~~

~~**4.20.110 Property owner responsibility.**~~

~~Any place where lewdness, assignation or prostitution occurs is a public nuisance which may be abated and permanently enjoined, and for which the city may recover damages from the property owner, as well as from the person conducting or maintaining the nuisance. (Penal Code §§ 11225 and 11226.)~~

~~(Ord. No. 1197, § 1 (Exh. A), 6-16-2015)~~

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025-

AUTHORIZING THE TRACY POLICE DEPARTMENT TO ACCESS CRIMINAL HISTORY INFORMATION TO PERFORM BACKGROUND INVESTIGATIONS FOR MASSAGE ESTABLISHMENT PERMIT APPLICANTS WHO DO NOT POSSESS MASSAGE THERAPIST CERTIFICATION BY THE CALIFORNIA MASSAGE THERAPY COUNCIL

WHEREAS, the newly adopted Chapter 4.20 establishes a new permitting regulatory scheme for all massage establishment operators within the city; and

WHEREAS, all applicants who are not certified by the California Massage Therapy Council will be required to submit their fingerprints and pass a background investigation prior to issuance of a permit; and

WHEREAS, as part of the background investigation for non-CAMTC certified applicants, the Tracy Police Department will access criminal justice information and state law requires city council approval to grant the Tracy Police Department authorization to the criminal justice information.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF TRACY THAT IT AUTHORIZES THE TRACY POLICE DEPARTMENT TO ACCESS CRIMIAL JUSTICE INFORMATION TO PERFORM BACKGROUND INVESTIGATIONS FOR PERMIT APPLICANTS WHO ARE NOT CERTIFIED BY THE CALIFORNIA MASSAGE THERAPY COUNCIL.

* * * * * * * * * * *

The foregoing Resolution was passed and adopted by the Tracy City Council on the 18th day of November 2025, by the following vote.

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL QUINTANILLA
City Clerk and Clerk of the Council of
the City of Tracy, California

Date of Attestation: _____

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025-_____

ESTABLISHING FEES FOR MASSAGE ESTABLISHMENT PERMIT APPLICANTS FOR NEW, RENEWAL AND AMENDED APPLICATIONS THAT ARE CERTIFIED THROUGH THE CALIFORNIA MASSAGE THERAPY COUNCIL AND ESTBLISHING FEES FOR MASSAGE ESTABLISHMENT PERMIT APPLICANTS FOR NEW, RENWAL AND AMENDED APPLICATIONS THAT ARE NOT CERTIFIED THRUGH THE CALIFRONIA MASSAGE THERAPY COUNCIL

WHEREAS, Chapter 4.20 of the Tracy Municipal Code will be amended in its entirety and replaced it with a new Chapter 4.20 to (1) conform to State law; (2) to regulate massage establishments as provided in the California Massage Therapy Act, and (3) require that all massage establishments operating in the City obtain a permit prior to conducting a massage establishment business within the City, (4) provide for coordination and reporting to the CAMTC; (5) outline the penalties for violations of this Ordinance and the enforcement remedies available to the city to enforce this chapter; (6) define the process to appeal denials, suspensions or revocations of permits issued to massage therapy establishments; and (7) to establish new fees associated with the applications for massage therapy establishments; and

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF TRACY THAT IT HEREBY ADOPTS THE FEES LISTED BELOW:

Permit Application Fee- $86.17
Background Investigation Fee-$312.70

* * * * * * * * * * * * *

The foregoing Resolution was passed and adopted by the Tracy City Council on the 18th day of November, 2025 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION	COUNCIL MEMBERS:

_____

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL QUINTANILLA
City Clerk and Clerk of the Council of
the City of Tracy, California

Date of Attestation: _____

November 18, 2025

Agenda Item 4.D

RECOMMENDATION

Staff recommends that the Tracy City Council conduct a public hearing and upon conclusion adopt a Resolution 1) approving and adopting the proposed Citywide Master Fee Schedule effective as of January 2, 2026 and 2) Rescinding Resolution 2025-096 effective January 2, 2026

EXECUTIVE SUMMARY

On November 18, 2025, the City Council introduced an Ordinance which is scheduled to be adopted on December 2, 2025, which will require all Massage Establishment owners operating in the City of Tracy to obtain a Massage Establishment Permit. Applicant owners who are not certified by the California Massage Therapy Council as massage therapists will be required to pass a background investigation. The fees related to Massage Establishment Permits are: 1) Application Fee and 2) Background Investigation Fee for applicants not certified by the California Massage Therapy Council.

On November 18, 2025, the City Council also introduced an Ordinance which is scheduled to be adopted on December 2, 2025, which will require people practicing Fortunetelling for compensation in the City of Tracy to obtain a Palmistry Permit and pass a background investigation. The fees related to Palmistry Permits are: 1) Application Fee and 2) Background Investigation Fee.

ANALYSIS

In May 2011, the City Council consolidated citywide fees into a master schedule, centralizing fees in a central document. This action established consistency and clarity regarding the fee update process, which included an automatic cost of living adjustment. On May 6, 2025, the City Council adopted Resolution 2025-096 approving the FY 25-26 Citywide Master Fee Schedule. The new fees established for Massage and Palmistry permits shall now be incorporated into the FY 25-26 Citywide Master Fee Schedule.

1. Massage Establishment Permit Fees

Consistent with Government Code §§ 51030–51034 and the City's authority under Business and Professions Code §§ 4600 et seq., Chapter 4.20 will be amended and included in the amendment is a requirement that all Massage Establishments owners must obtain a permit, with a distinction between applicants who are certified by the California Massage Therapy Council (CAMTC) and those who are not. This distinction ensures that only non-CAMTC certified applicants are subject to a background investigation as part of the permitting process.

A. Purpose of Fees

The fees associated with the Massage Establishment Permit are designed to recover the City's reasonable costs incurred in administering the program. These costs include a review and processing of permit applications and background investigations for non-CAMTC certified applicants.

B. Fee Structure

The following fees will be incorporated into the proposed FY 2025–2026 Citywide Master Fee Schedule:

Fee Type	Amount	Applies to
Permit Application Fee	$86.17	New, Renewal and Amendments
Background Investigation Fee	$312.70	Applicants who are non-CAMTC certified New, Renewal and Amendments

These fees are cost-recovery based and reflect the actual staff time and resources required to administer the permitting process. The application fee remains consistent across all application types due to uniform processing time. The background investigation fee applies only to non-CAMTC certified applicants, in alignment with state law and local regulatory authority.

2. Palmistry Permit Fees

Amendments to sections 4.12.070 through 4.12.190 of the Tracy Municipal Code will require all individuals practicing fortunetelling for compensation to obtain a Palmistry Permit. This replaces the previous Palmistry License fee.

A. Purpose of Fees

The fees are intended solely to recover the City's reasonable costs associated with the new permitting process. These costs include review and processing of applications and conducting background investigations for all applicants.

B. Fee Structure

The following fees will be incorporated into the proposed FY 2025–2026 Citywide Master Fee Schedule:

Fee Type	Amount	Applies to
Permit Application Fee	$86.17	New, Renewal and Amendments
Background Investigation Fee	$312.70	All applicants

These fees are cost-recovery based and reflect the actual staff time and resources required to administer the permitting process. The application fee remains consistent across all application types due to uniform processing time. The background investigation fee applies to all applicants,

in alignment with state law and local regulatory authority.

The base fee for the Palmistry Permit application is $86.17. This fee will remain the same for new, renewal or amendment applications due to staff processing time remaining the same. A background investigation fee will be required for each Palmistry Permit applicant due to the new requirements. The cost associated with the background investigation fee is $312.70. Both fees are recovered at cost.

CEQA DETERMINATION

The proposed Resolution is not a project within the meaning of section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

FISCAL IMPACT

Permit fees shall be adopted by resolution of the City Council and included in the Citywide Master Fee Schedule. These fees ensure the City's program remains financially self-sustaining and compliant with California Constitution Article XIII C (Proposition 26) requirements regarding cost-based regulatory fees.

The fees as shown in the Schedule (Attachment A), if approved, will go into effect on January 1, 2026.

STRATEGIC PLAN

This item is in accordance with Council Governance Strategic Plan, Goal 3: "Ensure Short and Long-Term Financial Sustainability."

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Tracy City Council conduct a public hearing and upon conclusion, adopt a Resolution 1) approving and adopting the proposed Citywide Master Fee Schedule, Attachment A, effective as of January 2, 2026, and 2) Rescinding Resolution 2025-096 effective January 2, 2026.

Prepared by: City Attorney's Office:
Reviewed by: Sara Castro, Director of Finance
Reviewed by: L. David Nefouse, City Attorney
Reviewed by: Arturo M. Sanchez, Assistant City Manager

Approved By: Midori Lichtwardt, City Manager

Attachment A: Proposed Master Fee Schedule

ATTACHMENT A

CITY OF TRACY
CITYWIDE
MASTER FEE SCHEDULE

Proposed: November 18, 2025

Adopted:

Resolution No.:

Fee Implementation Date: January 1, 2026

Community and Economic Development Fee Effective Date: July 7, 2025

Introduction

The City of Tracy Citywide Master Fee Schedule ("Schedule") is a compilation of most fees charged by the City for services.

It is organized by department and does not include the following types of fees:

- Development impact fees adopted under the Mitigation Fee Act
- Mitigation fees (i.e. habitat mitigation, agricultural mitigation fees)
- Enterprise fund charges (water, sewer, storm water, airport, transit)
- Fees adopted under franchise agreements (cable franchise under TMC Chapter 8.10; franchise contractor for collection of solid waste, yard waste and recycling under TMC Chapter 5.20)
- Special District assessments
- Fines (imposed as penalties)
- Leases of City property and equipment
- Rates established by separate agreements (e.g., Tracy Joint Unified School District)

The Schedule data was reviewed and analyzed by NBS Government Group in FY 2021-2022 to confirm the appropriateness of fees and identify cost recovery levels. The Schedule will be updated annually, and most fees will be adjusted to reflect inflation. The rate will be based upon the San Francisco-Oakland-Hayward Metropolitan Area Consumer Price Index (December - December) rounded to the nearest dollar except where cents are already used. For Fiscal Year 2025-2026 the inflationary rate is 2.4%. The fees which are updated by some other method are indicated as such.

Public services may be classified as community-supported public services, such as police services. These are typically provided to the community as a whole and are supported by general tax dollars from the City's general fund.

Personal choice services are optional, such as taking a class, and are requested by the customer.

Property development services (requiring a building permit or land use entitlement) is done at the request, and for the benefit, of the owner. Fees are usually charged for these types of services, though some may be subsidized with general tax dollars when they have some social, safety, or welfare benefit.

CITY OF TRACY
Think Inside the Triangle™

Table of Contents

Department	Division	Page #
Finance	Finance	4
City Manager's Office	City Clerk	5
	Communications	6
Community & Economic Development	Planning	7-9
	Building	10-17
Police	Police	18-20
	Animal Services	21-22
Public Works	Public Works - Operations	23
	Utilities	24-26
	Engineering	27-29
Parks, Recreation & Community Services	Recreation Services	30-35
	Community Facilities	36-50
	Cultural Arts (Grand Theatre)	51-60

Finance Department

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
1	Business Licenses			
	Transfer, Assignment or Duplication Fee	Duplication	[1]	**$18 Per Account/ Per Year**
	State Disability Access Fee	Application or Renewal	[2, 3]	**$ 4**
2	Transient Occupancy Tax (TOT)	Annual	[1]	**$683 Per Property/ Per Year**
3	Credit Card Processing Charges	Actual Cost		**Actual Cost**

Notes

[1] City Outsources this Service; Rates are Subject to Increase by CPI at Beginning of each Calendar Year Per City agreement with Vendor
[2] Fee Set by State
[3] Not Subject to Inflationary Adjustment

City Manager's Office - City Clerk Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
1	Annual Subscriptions (City Council, Planning Commission)		[4]	
	Agendas (Per Month)	Per Month		**Free Availability Online**
	Disc/Agenda	Per Disc/Agenda		
	Minutes	Per Page		
2	Appeals			
	to City Council	Per Appeal	[1]	**$ 214**
	to City Manager	Per Appeal	[2]	**$ 214**
	by Impartial Hearing Officer	Per Appeal	[3]	**$ 214** **May be Shared Equally by all Parties**
3	Photocopies			
	Paper Copy*	Per Page	[4, 8]	**$ 0.10**
	Oversized Copy	Per Page		**At Cost**
	Maps*	Per Page		**At Cost**
4	Lobbyist			
	Registration	Each	[5]	**$ 129**
	Annual Renewal	Each	[6]	**$ 65**
5	Project Requiring Municipal Code Update	Each		**$ 4,298**
6	For services requested of City staff which have no fee listed in this Fee Schedule. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.	Per hour		**$ 129**

Notes

[1] TMS §1.12.020(B)(2)
[2] TMS §1.12.010(D)(2)
[3] TMS §1.12.030. May be Shared Equally by Parties.
[4] GOV §6253
[5] TMC 6.32.030
[6] Reso. 2016-25
[7] GOV §8211
[8] Not Subject to Inflationary Adjustment

City Manager's Office - Communications Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
1	Project Application Review Fee	Per Project	[1]	$ 172
2	Photography/Video Production Fee			
	Single Camera with Operator (up to 8 Hours)	Per Day		$ 633
	Single Camera with Operator (Half Day - 4 Hours with 4 Hour Minimum)	Per Half Day (4 Hour min.)		$ 359
3	City Council Chamber Recording with 2 Crew (Includes 7 FHD Cameras)			
	Full Day (up to 8 Hours)	Per Day		$ 1,179
	Half Day (up to 4 Hours; 4 Hours Minimum)	Per Day (4 Hour min.)		$ 633
4	Post Production Services			
	Video Editing Suite with Editor	Per hour (1 hour min.)		$ 69
	Photo editing and retouching	Per hour (1 hour min.)		$ 69
	Voice-over services	Per hour (1 hour min.)		$ 69
	DAW with editor (for editing audio)	Per hour (1 hour min.)		$ 69
5	General Crew Services including, but not limited to: Producer, Teleprompter Operator, Audio Tech, Extra, Studio Crew, Grip, etc…			
	City Staff - During [City] Business Hours	Per Person / Per Hour (1 Hour min.)		$ 69
	City Staff - After [City] Business Hours	Per Person / Per Hour (1 Hour min.)		$ 81
6	Miscellaneous Services			
	Additional Cameras - Fixed	Per Use		$ 136
	Additional Cameras - Manned	Per Person / Per Hour (1 Hour min.)		$ 69
	Graphics	Each	[2]	Actual Cost
	Audio Files	Each	[2]	Actual Cost
7	For services requested of City staff which have no fee listed in this Fee Schedule. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			
	Full Time	Per Hour (1 Hour min.)		$ 172
	Part Time	Per Hour (1 Hour min.)		$ 69
8	Flypack with 2 Crew (includes 2 Static Cameras, Graphics, and Audio)	Per Day (8 hour min.)		$ 1,085

Notes

[1] Project Scoping Services are Provided Free of Charge; Application Applies once Project is Formally Initiated

[2] City will Pass-through Vendor Expense to Applicant Directly

Community & Economic Development - Planning Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
I	**PLANNING Application Review AND APPROVALS**			
1	Adult Business Use Permit	Per Application		$ 3,967
2	Annexation	Per Application	[7]	$ 44,055
3	**Appeals**			
	Appeal to City Council	Per Appeal		$ 5,639
	Appeal to Planning Commission	Per Appeal		$ 4,979
4	**Cannabis (Fees effective 7/20/20 per Reso # 20-124)**			
	Business Permit Application Fee	Per Application		$ 11,347
	Background Investigation Fee	Per Owner		$ 315
	Business Permit Fee	Per Year		$ 4,097
	Business Permit Renewal Application Fee	Per Application		$ 13,764
	Renewal Background Investigation Fee	Per Owner		$ 105
	Employee Permit Fee (Initial)	Per Employee		$ 315
	Employee Permit Renewal Fee	Per Employee		$ 105
5	Conditional Use Permit	Per Application		$ 6,112
6	Conditional Use Permit (Non-Profit Organizations)	Per Application		$ 6,112
7	**Development Review**			
	Class A	Per Application	[1]	$ 10,936
	Class B	Per Application	[2]	$ 9,066
8	Ellis Specific Plan Pattern Book Certification	Per Application	[5]	$ 4,906
9	**ENVIRONMENTAL**			
	Environmental Assessment	Per Project		$ 651
	Environmental Initial Study	Per Project		**Per Cost Recovery agrmt.**
	Negative Declaration	Per Project		**Per Cost Recovery agrmt.**
	Environment Impact Report	Per Project	[7]	$ 33,559
	Environmental Consistency Analysis	Per Project	[7]	$ 4,256
10	General Plan Amendment	Per Application	[7]	$ 5,726
11	Lot Line Adjustment	Per Application		$ 4,219
12	**MICRO-IMAGING FEES**		[4]	
	11" X 17" and Smaller (B&W or Grayscale with 2" Field Index)	Each		$ 0.08
	Larger than 11" X 17" (B&W or Grayscale with a Two-Field Index)	Each		$ 0.90
	11" X 17" and Smaller (Color with Two-Field Index)	Each		$ 0.15
	18" X 24" Color Document with a Two-Field Index	Each		$ 0.54
	24" X 36" Color Document with a Two-Field Index	Each		$ 2.05
13	Noise Ordinance Variation	Per Application		$ 8,064
14	Planned Unit Development	Per Application		$ 9,160

Community & Economic Development - Planning Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
15	Planned Unit Development Amendment	Per Application		$ 6,553
16	Planning Commission Determination	Per Determination		$ 5,547
	PLANNING DIVISION Application FEES			
17	Residential Growth Allotment	Per Application	[3]	$ 4,118
18	**Sign Permit**		[3]	
	Master Sign Program	Per Program		$ 1,570
	Sign Permit			
	Single Sign	Per Permit		$ 496
	Multiple Signs	Per Permit		$ 662
19	**Specific Plan**			
	Specific Plan Amendment-Text only	Per Project		$ 5,022
	New Specific Plan or Major Amendment-(Zoning and/or map amendment)	Per Application	[7]	$ 20,103
20	Temporary Use Permit	Per Application	[3]	$ 1,319
	Temporary Use Permit (Non-Profit)	Per Application	[3]	$ 659
21	**TENTATIVE Map / TENTATIVE Map Amendment**			
	Parcel Map	Per Application		$ 9,078
	5 - 100 Lots	Per Application		$ 16,395
	Over 100 Lots	Per Application		$ 30,118
22	Time Extension	Per Application	[3]	$ 3,120
23	Variance	Per Application		$ 2,728
24	**ZONING**			
	Zone Change	Per Application		$ 3,801
	Zone Text Amendment	Per Application		$ 4,298
	Zoning Research Letter	Per Letter	[3]	$ 414
25	Copies - City Documents and Maps			**See City Clerk**
26	4th and Subsequent Review	Per Submittal	[6]	**Set by City Policy**
27	General Plan Maintenance and Update			**.05% of Building Valuation**
II	**BUILDING PLAN CHECK BY PLANNING**			
28	**Single Family**			
	Miscellaneous Minor Improvements	Per Permit		$ 83
	Plot Plan / Production Plan Review	Per Plot Plan		$ 83
	New Model Home	Per New Model Home		$ 331

Community & Economic Development - Planning Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
29	**Multi-family/ Commercial/ Industrial**			
	New Building / Shell Project	Per Application		**$ 662**
	Tenant Improvement	Per Application		**$ 331**
30	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.	Per Hour		**$ 165**

Notes

[1] Class A: New Single Family Residential 4 + Units, New Multifamily Residential/ Office/ Commercial/Industrial

[2] Class B: Single Family Residential 1-3 Units (Unless Exempt Pursuant to TMC Section 10.08.3930), Changes to Existing Multifamily/ Office/ Commercial/ Industrial

[3] Environmental Assessment Fee not Applicable

[4] Plus 2% of Invoice Total for Pick-up and Delivery

[5] Ellis Specific Plan, Section 6.3

[6] Set by City Policy. Fee for Each Additional Review 15% of original Project Budget or 2 Hour Minimum, whichever is Greater.

[7] Fee amount plus CRA for consultant cost

Note: The City may require the applicant to sign a Cost Recovery Agreement to pay actual Costs instead of the fixed processing fee when (1) the anticipated Costs of the Project's environmental Review or CEQA Documentation is likely to exceed the Project's fixed fee or (2) the Director of Community and Economic Development and the applicant mutually agree that a Cost Recovery Agreement will be appropriate for the Project in order to hire City consultants to work on the Project.

Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
I	**BUILDING PERMIT FEES**			
1	**Building Permit/Inspection - Residential**			
	$ 500	Base Fee @ $500		$ **111**
	Each Additional $100 or Fraction thereof	Each Add 'l $100		$ **17.26**
	$ 2,000	Base Fee @ $2,000		$ **370**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		$ **36.99**
	$ 10,000	Base Fee @ 10,000		$ **666**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		$ **23**
	$ 25,000	Base Fee @ 25,000		$ **998**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		$ **33.18**
	$ 50,000	Base Fee @ $50,000		$ **1,828**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		$ **12.21**
	$ 150,000	Base Fee @ $150,000		$ **3,048**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		$ **4.09**
	$ 350,000	Base Fee @ $350,000		$ **3,867**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		$ **3.88**
	$ 550,000	Base Fee @ 550,000		$ **4,643**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		$ **8.44**
2	**Building Plan Check - Residential**			
	$ 500	Base Fee @ $500		$ **74**
	Each Additional $1000 or Fraction thereof	Each Add 'l $100		$ **4.94**
	$ 2,000	Base Fee @ $2,000		$ **147**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		$ **18.49**
	$ 10,000	Base Fee @ $10,000		$ **296**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		$ **9.86**
	$ 25,000	Base Fee @ 25,000		$ **443**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		$ **11.84**
	$ 50,000	Base Fee @ $50,000		$ **739**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		$ **4.43**
	$ 150,000	Base Fee @ $150,000		$ **1,184**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		$ **5.92**
	$ 350,000	Base Fee @ $350,000		$ **2,367**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		$ **4.43**
	$ 550,000	Base Fee @ 550,000		$ **3,254**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		$ **5.92**
3	**Building Plan Check for Identical Building / Repeat Tract House / Plot Plans**	Flat		$ **739**

Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
4	**Building Permit/Inspection - Commercial/Multi-family/Industrial**			
	$ 10,000	Base Fee up $10,000		**$ 1,718**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 98.63**
	$ 25,000	Base Fee @ 25,000		**$ 3,198**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 79.10**
	$ 50,000	Base Fee @ $50,000		**$ 5,175**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 147.52**
	$ 100,000	Base Fee @ $100,000		**$ 12,551**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 7.91**
	$ 500,000	Base Fee @ 500,000		**$ 15,712**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 14.87**
	$ 1,000,000	Base Fee @ 1,000,000		**$ 23,146**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 1.85**
	$ 5,000,000	Base Fee @ 5,000,000		**$ 30,581**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 2.97**
	$ 10,000,000	Base Fee @ 10,000,000		**$ 45,412**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 3.17**
5	**Building Plan Check - Commercial/Multi-family/Industrial**			
	$ 10,000	Base Fee up $10,000		**$ 296**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 19.72**
	$ 25,000	Base Fee @ 25,000		**$ 592**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 11.84**
	$ 50,000	Base Fee @ $50,000		**$ 888**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 17.76**
	$ 100,000	Base Fee @ $100,000		**$ 1,776**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 4.43**
	$ 500,000	Base Fee @ 500,000		**$ 3,550**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 3.55**
	$ 1,000,000	Base Fee @ 1,000,000		**$ 5,326**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 0.67**
	$ 5,000,000	Base Fee @ 5,000,000		**$ 7,989**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 0.71**
	$ 10,000,000	Base Fee @ 10,000,000		**$ 11,539**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 0.81**

Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
6	**Building Permit/Inspection - TI**			
	$ 10,000	Base Fee up $10,000		**$ 1,932**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 78.90**
	$ 25,000	Base Fee @ 25,000		**$ 3,115**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 60.65**
	$ 50,000	Base Fee @ $50,000		**$ 4,632**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 59.91**
	$ 100,000	Base Fee @ $100,000		**$ 7,628**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 18.59**
	$ 500,000	Base Fee @ 500,000		**$ 15,062**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 5.99**
	$ 1,000,000	Base Fee @ 1,000,000		**$ 18,057**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 1.12**
	$ 5,000,000	Base Fee @ 5,000,000		**$ 22,533**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 4.51**
7	**Building Plan Check - TI**			
	$ 10,000	Base Fee up $10,000		**$ 296**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 19.72**
	$ 25,000	Base Fee @ 25,000		**$ 592**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 11.84**
	$ 50,000	Base Fee @ $50,000		**$ 888**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 17.76**
	$ 100,000	Base Fee @ $100,000		**$ 1,776**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 4.43**
	$ 500,000	Base Fee @ 500,000		**$ 3,550**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 3.55**
	$ 1,000,000	Base Fee @ 1,000,000		**$ 5,326**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 0.67**
	$ 5,000,000	Base Fee @ 5,000,000		**$ 7,989**
	Each Additional $1000 or Fraction thereof	Each Add 'l $1,000		**$ 1.60**
II	**MISCELLANEOUS MINOR PERMITS**			
8	**Demolition**			
	Residential	Each		**$ 185**
	Commercial	Each		**$ 296**
9	**Fire Sprinkler - Residential**			
	Plan Check	Each		**$ 296**
	Permit/Inspection	Each		**$ 259**
10	**Patio Covers**			
	Residential	Each		**$ 443**

Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
11	**Residential Pools**			
	Fiberglass/Above Ground	Each		**$ 407**
	Gunite (Incl. Master. Plan str. Review Average Fee)	Each		**$ 1,184**
	Remodel/Repair	Each		**$ 333**
12	**Post Fire/Impact Pre-permit Inspection**			
	Residential	Each		**$ 333**
	Commercial	Each		**$ 481**
13	**Residential Remodel (Includes MEP Fees)**			
	Kitchen/Bath < $10,000	Each		**$ 814**
	Kitchen/Bath $10,000 - $20,000	Each		**$ 1,035**
	Kitchen/Bath $21,000 - $30,000	Each		**$ 1,110**
14	**Non-Structural Re-Roof**			
	Residential	Each		**$ 259**
	Commercial	Each		**See Building valuation (Fee #6 & #7)**
15	**Illuminated & Non-illuminated Wall Signs ONLY**	Each		**$ 333**
16	**Residential Stucco Siding**	Each		**$ 185**
17	**Res. Non-Habitable Accessory / Storage Structures**	Each		**$ 481**
18	**Temporary Office Trailers**	Each		**$ 443**
19	**Residential Windows/Doors - Retrofit/Like-for-Like ONLY (Size, Operation and Location)**			
	5 or Less	Each		**$ 147**
	6-10	Each		**$ 185**
	11-15	Each		**$ 222**
	16+	Each		**See Building valuation (Fee #1 & #2)**
20	**Fire Flow Test Permit**	Flat		**$ 517**
III	**ELECTRICAL PERMIT FEES**			
21	**Base Permit**	Per Project		**$ 37**
	PER UNIT FEE SCHEDULE:			
22	**Receptacles, Switches, Lighting Outlets, and Circuits**			
	Residential			
	First 5 or Portion thereof	Flat		**$ 111**
	Each Additional 5 or Portion thereof	Flat		**$ 74**
	Added Circuits	Each		**$ 37**
	Commercial			
	First 5 or Portion thereof	Flat		**$ 222**
	Each Additional 5 or Portion thereof	Flat		**$ 147**
	Added Circuits	Each		**$ 147**
23	**Installation, Alteration, or Relocation of each Electrical Service:**			
	Residential			
	Up to 200 Amps	Each		**$ 147**
	Over 200 Amps	Each		**$ 185**
	Commercial			
	Up to 200 Amps	Each		**$ 222**
	Over 200 Amps and up to 800 AMPS	Each		**$ 259**
	Over 800 Amps	Each		**$ 333**

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
24	**Commercial/Residential Portable Electrical Generator - Temporary Use ONLY**			
	1 Generator	Flat		$ 185
	2-5 Generators	Flat		$ 259
	6+ Generators	Flat		$ 333
25	**Temporary Power Source**			
	1 Temporary Power Pole	Flat		$ 147
	2-5 Temporary Power Poles	Flat		$ 222
	6+ Temporary Power Poles	Flat		$ 370
26	**Solar (PV) Systems (State-mandated Fees)**		[1]	
	Solar - Residential (up to 15 kW)	Flat	[2]	$ 450
	Per kW above 15kW	Per kW	[2]	$ 15
	Solar - Commercial (up to 50 kW)	Flat	[2]	$ 1,000
	Per kW between 51kW - 250kW	Per kW	[2]	$ 7
	Per kW above 250kW	Per kW	[2]	$ 5
IV	**MECHANICAL PERMIT AND PLAN CHECK FEES**			
27	**For the Issuance of each Permit**	Each		$ 37
28	**HVAC, Evaporative Coil Systems; New, or Changeout or Relocation (not Including Duct; See Fee #32 for New Residential Ducts)**			
	Residential	Each		$ 129
	Commercial	Each		$ 407
29	**Repair to Existing Mechanical System - Residential Only**	Each		$ 185
30	**For the Installation or Relocation of Each Wall Heater, Floor Furnace, Suspended, or Floor Mounted Unit Heater**			
	Residential	Each		$ 185
	Commercial	Each		$ 259
31	**For Each New (or Changeout) Residential Duct System**	Each		$ 222
32	**For the Installation, Alteration, or Addition to Each Commercial Range Hood(s), Including Ducts, Blower(s), or Fans Attached thereto for Type I, or II Hoods.**	Each		$ 739
33	**For the Installation of Each Domestic Type Vent Fan or Range Hood, Including Attached Duct (Residential Only)**	Each		$ 55
34	**For the Installation or Relocation of each Boiler or Compressor to and Including 3 HP or Each Absorption System to and Including 100,000 B.T.U.**			
	Residential	Each		$ 296
	Commercial	Each		$ 370
35	**For the Installation or Relocation of Each Boiler or Compressor over 3 HP or Each Absorption System over 100,000 B.T.U.**			
	Residential	Each		$ 370
	Commercial	Each		$ 481
36	**New Swimming Pool Heating Systems - Heater/Boiler (See Fee #53 and Fee #54 for Plumbing Elements)**			
	Residential	Each		$ 296
	Commercial	Each		$ 407
37	**Replacement Swimming Pool Heating System - Heater/Boiler (See Fee #53 and Fee #54 for Plumbing Elements). Residential Only**	Each		$ 222

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
38	For the Installation of each Fire/Smoke/Ceiling Radiation Damper	Each		See Building valuation (Fee #6 & #7)
39	For the Installation or Alteration of one Residential Metal Chimney Serving a Fireplace or Similar Appliances	Each		$ 296
V	PLUMBING PERMIT AND PLAN CHECK FEES			
40	For the Issuance of each Permit	Each		$ 37
41	For 10 or Less Plumbing Fixtures or Traps, Including Water, Waste, and Vent Piping			
	Residential	Flat		$ 74
	Commercial	Flat		$ 443
42	Each Additional Plumbing Fixture; Residential Only	Each		$ 37
43	10 Gas Outlets or Less, Includes Repairs, New Work and Line Replacements			
	Residential	Flat		$ 111
	Commercial	Flat		$ 370
44	Repairs, Replacements or Relocation of each Building Sewer or Building Drain and Backwater Valve.			
	Residential	Each		$ 111
	Commercial	Each		$ 185
45	For each Interceptor (Sand/Grease) and each Industrial Waste Pre-treatment Interceptor	Each		$ 259
46	Commercial Roof Rain Water System	Each		$ 222
47	For each Water Supply System Installation, Alteration, Replacement of Water Piping and Residential Water Treatment Equipment			
	Residential	Each		$ 147
	Commercial	Each		$ 333
48	Drain and Vent Piping. Includes New Systems, Repairs, Replacement Lines, Pool Drains and Separation Tanks			
	Residential	Each		$ 111
	Commercial	Each		$ 222
49	Repair/Replacement of Backflow Prevention Devices e.g. Vacuum Breakers			
	Residential	Each		$ 111
	Commercial	Each		$ 222
50	Storage Tank (or Tankless) Water Heater Repair or Replacement, Like-for-Like			
	Residential	Each		$ 55
	Commercial	Each		$ 222
51	New Water Heater Installation (Tankless or Storage)			
	Residential	Each		$ 296
	Commercial	Each		$ 453
52	New or Replacement of Rooftop Solar Thermal Water Heating Systems (NOT PV) (State Mandated Fees)		[1]	
	Residential (up to 10 kWth)	Flat	[2]	$ 450
	Per kWth above 10 kWth	Per kWth	[2]	$ 15
	Commercial (up to 30 kWth)	Flat	[2]	$ 1,000
	Per kWth between 31 kWth - 260 kWth)	Per kWth	[2]	$ 7
	Per kWth above 260 kWth	Per kWth	[2]	$ 5

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
53	**New Non-solar Thermal Pool Appliance Heating Systems - Plumbing Elements only (See Fee #37 for Mechanical Components)**			
	Residential	Each		$ 147
	Commercial	Each		$ 147
54	**Repair or Replacement of Non-solar Thermal Pool Heating Systems - Plumbing Elements only Like for Like**			
	Residential	Each		$ 55
	Commercial	Each		$ 147
VI	**ADDITIONAL PLAN REVIEW / INSPECTION SERVICES**			
55	**Accessibility Hardship Review**	Each		$ 702
56	**Inspections Outside of Normal City Business Hours (Min. 2 hours)**			
	First 2 Hours	Per Project		$ 407
	Each Additional Hour (1/4 Hour Increments)	Hourly		$ 163
57	**Reinstatement Fee for Expired Permit**	Per Project		50% of Base Permit Fee
58	**Reinspection Fee (Min. 1/2 hour)**			
	First 1/2 Hour	Hourly		$ 111
	Each Additional Hour (1/4 Hour Increments)	Hourly		$ 147
59	**Plan Review for which No Fee is Specifically Indicated (Min. 1/2 Hour)**			
	First 1/2 Hour	Per Project		$ 122
	Each Additional Hour (1/4 Hour Increments)	Hourly		$ 163
60	**Inspections for which No Fee is Specifically Indicated (Min. 1 Hour)**			
	First 1 Hour	Per Project		$ 147
	Each Additional Hour (1/4 Hour Increments)	Hourly		$ 147
61	**Strong Motion Instrumentation Program (SMIP)**	State Fee	[1]	Determined by the State
62	**Reissuance of Inspection Card**	Each		$ 37
63	**Special Inspection (SOQ Review & Approval - New and Each 3 yr. Renewal Period)**	Hourly		$ 222
64	**Temporary Certificates of Occupancy/Certificate of Occupancy**			
	TCO/CO Issuance (Required)	Each		$ 324
	TCO/CO Issuance (Non-Required)	Each		$ 111
65	**Partial TCO**	Each		$ 333
66	**Plan Review for any Submittals Subsequent to 3rd Submittal and for Revisions (Min. 1/2 hour)**			
	First 1/2 Hour	Per Project		$ 74
	Each Additional Hour (1/4 Hour Increments)	Hourly		$ 147
67	**Expedited Plan Check (Outside Normal City Business Hours)**	Each 1/2 Hr		$ 81
68	**Record Retention (Digitizing Fee)**			
	Up to 11x17	Per Page		$ 0.18
	Over 11x17	Per Page		$ 2
	Pick-up & Delivery	Flat		$ 0.31
69	**Affidavit Process to Release/Provide Plans**	Each		$ 147
70	**AMMR Review (Minimum 2 hours)**			
	First 2 Hours	Per Project		$ 333
	Each Additional Hour (1/4 Hour Increments)	Hourly		$ 147

Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
71	**Investigation Fee**	Each		**3 Times Permit Fee**
72	**Partial Permit Issuance, Revisions and Non-standard Deferred Submittals**			
	Partial Permit Issuance	Each		**$ 194**
	Non-standard Deferred Submittals	Each		**$ 111**
	Revisions	Each		**$ 111**
73	**FEMA Community Acknowledgement Form Processing (Minimum 1 Hour)**			
	First 1 hour	Per Project		**$ 147**
	Each Additional Hour (1/4 hour Increments)	Hourly		**$ 147**
74	**Special Projects (Minimum 1/4 hour) Special Events and Code Enforcement Activities**			
	First 1/4 hour	Per Project		**$ 37**
	Each Additional Hour (1/4 hour Increments)	Hourly		**$ 147**
75	**Building Moving**			
	Permit Fee	Per Permit		**$ 935**
	Other	Per Hour		**$ 147**
76	For services requested of City staff which have no fee listed in this Fee Schedule. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			
	During Business Hours	Per Hour		**$ 147**
	After Business Hours	Per Hour		**$ 163**

Notes

[1] Fee set by State.

[2] Not Subject to Inflationary Adjustment

Police Department

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee	FY25/26 Proposed Fee
1	**Alarm Permit; False Alarms**				
	Alarm User Permit	Per Permit		$ 25	
2	**False Alarm Costs, (plus penalties):**		[5]		
	4th Response	Each		$ 500	
	5th Response	Each		$ 500	
	6th Response	Each		$ 500	
	7th Response	Each		$ 500	
3	**Bicycles**				
	License and Registration	Per 3 Years		$ 12	
	Renewal	Per 3 Years		$ 12	
4	**Bingo**				
	License	Each		$ 69	
	Renewal	Each		$ 13	
5	**Cardrooms**				
	License and Renewal	Each		$ 56	
	Dealer/Work Permit	Each		$ 56	
	Department of Justice Fee	Per Permit	[1, 9]	$ 32	
	(City Fingerprint Fee)	Each		**See Fingerprint Fee #11**	
6	**Citation Sign-off for Agencies Outside the City**	Per Citation		$ 44	
7	**Clearance Letter (for Immigration or other Clearance Letter, Plus Fingerprint Fees)**	Per Letter		$ 25	
8	**Crime Report/Traffic Report Copy**				
	Per Page, Bulletin Entry	Per Page	[8, 9]	$ 0.15	
	Certified Copy of Reports	Per Letter		$ 12	
	Crime Analysis Reports	Per Report		$ 124	
	Traffic Collision Report (for other than Victim)	Per Report	[8, 9]	$ 0.15	
9	**DUI**		[2, 9]		
	Accident Response and investigation	Actual Cost		$ 13,225	
	Arrest and Report	Actual Cost		$ 1,102	
10	**Concealed Weapons**				
	Permit	Per Permit	[3]	$ 341	
	Department of Justice Live Scan Fee	Per Permit	[9]	$ 95	
	Renewal	Per Permit Renewal		$ 27	
	Department of Justice Fee - Payable to DOJ	Per Permit	[1, 9]	$ 52	
	Amended License	Per Amendment	[10]	$ 10	
	(City Fingerprint Fee)	Each		**See Fingerprint Fee #11**	

Police Department

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee	FY25/26 Proposed Fee
11	**DOJ, FBI and Fingerprint**				
	DOJ and FBI Fee	Per Print	[1]	**Per DOJ Fee Schedule**	
	Fingerprint (City's Rolling Fee)	Per Request	[9]	**$ 30**	
12	**Firearms Sales Permit**	Per Permit	[4, 9]	**$ 28**	
	Department of Justice Fee	Per Permit	[1, 9]	**$ 32**	
	(City Fingerprint Fee)	Each		**See Fingerprint Fee #11**	
13	**Massage Establishment Permit**				
	Permit Application Fee (New, Amendments, and Renewals)	Per Permit			**$ 86.17**
	Background Investigation Fee (non-CAMTC certified business owners)	Per Applicant			**$ 312.70**
14	**Palmistry Permit**				
	Application Fee (New, Amendments, and Renewals)	Per Permit			**$ 86.17**
	Background Investigation Fee	Per Applicant			**$ 312.70**
~~15~~	~~**Palmistry License Fee**~~				
	~~New~~	~~Per License~~		~~$ 124~~	
	~~Renewal~~	~~Per Renewal~~		~~$ 124~~	
15	**Police Photo (reproduction)**	Per Photo		**$ 62**	
	Plus traffic photo processing Fee to insurance company	Per Photo		**$ 62**	
	Photo CD's	Per CD		**$ 62**	
	Tape of Radio/Video Transmission, Digital or Hard copy Photographs	Per Tape		**$ 124**	
	CD - containing digital documents, reports, phone for CPRA request	Per CD	[8]	**AT COST**	
	Thumb Drive- containing digital documents, reports, phone for CPRA request	Per Thumbdrive	[8]	**AT COST**	
16	**Police Special Services (for school and other semi-public special events)**	Actual Costs		**Actual Personnel Costs**	
17	**Repossession Release**	Per Vehicle		**$ 15**	
18	**Second-hand Dealer/Pawn Broker**				
	New or Renewal (Check payable to DOJ)	Each	[7]		
	City Processing Fee	Each		**$ 89**	
	DOJ Fee	Each		**$ 300**	
	Class B	Each	[1]	**$ 32**	
19	**Taxi Driver**				
	Permit	Per Permit		**$ 124**	
	Renewal	Per Renewal		**$ 56**	
	Background investigation	Each		**$ 124**	
	(City Fingerprint Fee)	Each		**See Fingerprint Fee #11**	

Police Department

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee	FY25/26 Proposed Fee
20	**Tow Truck Driver/Attendant**				
	Permit	Per Permit		**$ 56**	
	Renewal	Per Renewal		**$ 37**	
21	**Vehicle Release**	Per Vehicle		**$ 162**	
22	**VIN Verification**	Per Request		**$ 312**	
23	**Storage of Firearms**		[6]		
	Intake/Processing Fee	Per Firearm		**$ 186**	
	Storage of Firearm (per domestic violence protective order)	Per Day		**$ 2**	
24	For services requested of City staff which have no fee listed in this Fee Schedule. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.				
	Patrol	Per Hour		**$ 187**	
	Records	Per Hour		**$ 124**	

Notes

[1] Fee set by Department of Justice
[2] Actual Cost of Personnel, up to Maximum of $12,000 for Accident Response and Investigation and up to $1,000 for Arrest and Report
[3] 50% due at application and 50% due at issuance per PC 26190(b)(2)
[4] Not subject to CPI Adjustment
[5] Per TMC 3.40.150
[6] Per TMC 3.52.30
[7] Applicable DOJ Fee Applies
[8] Fee Set by California Public Records Act 7922.530(a) government code and 20012 California Vehicle Code
[9] Not Subject to Inflationary Adjustment
[10] Fee set by PC 26190(e)

Police - Animal Services Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
1	Animal Services		[5]	
	Animal Adoption, Plus Veterinary Services	Per Animal		$ 6
2	Animal Bite	Per Call	[1]	$ 75
3	Board and Care (Daily)			
	For impounded dogs	Per Dog		$ 62
	For impounded cats	Per Cat		$ 62
4	Cat Carrier	Per Carrier	[4]	Actual Cost of Carrier
5	Cat Neuter	Per Cat	[2]	Actual Cost of Vet Services
6	Cat Spay	Per Cat	[2]	Actual Cost of Vet Services
7	Collar Identification	Per Animal	[2]	Actual Cost of Collar
8	Dog Neuter	Per Dog	[2]	Actual Cost of Vet Services
9	Dog Spay	Per Dog	[2]	Actual Cost of Vet Services
10	Impound			
	First	Per Animal		$ 33
	Second	Per Animal		$ 49
	Third and Above	Per Animal		$ 67
11	Impound, Additional State fee for Unaltered, at Large, Animals:		[3]	
	First	Per Animal		As set by State
	Second	Per Animal		
	Third	Per Animal		
12	License Fee			
	Unaltered dogs	Per Dog, per year		$ 37
	Altered dogs	Per Dog, per year		$ 37
	Replacement for lost	Per License		$ 37
	Late Fee	Each	[6]	$ 23
13	Low cost Spay/Neuter voucher	Per Animal		$ 49
14	Microchip	Per Animal		Actual Cost of Microchip
15	Multiple Pet Permit Application			
	Application	Each		$ 446
	Permit	Each		$ 33

Police - Animal Services Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
16	Owner Surrender		[1]	
	Live Animal	Per Animal		**$ 37**
	Deceased Animal (Not at Shelter)	Per Animal		**$ 75**
17	Rabies Vaccination Voucher	Per Animal	[2]	**Actual Cost of Vet Service**
18	Vaccination	Per Animal		**Actual cost of vaccination**
19	Veterinary Costs	Actual Cost		**Actual Cost**
20	SNR Trap Rental	Each	[7]	**$ 67**
21	SNR Fee	Each		**$ 23**
22	Breeder Certificate	Each		**$ 111**
23	Dangerous Dog Permit	Each		**$ 111**
24	For services requested of City staff which have no fee listed in this Fee Schedule. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.	Per Hour		**$ 150**

Notes

[1] Board and Care fees apply in addition to this fee.
[2] Veterinary costs charged separately.
[3] Fee set by State per F&A 30804.7
[4] Cost of Carrier charged separately.
[5] Additional State/other fees may apply
[6] Fee set by Reso # 2009-178 and TMC 5.08.130(d).
[7] Refundable as long as trap is returned to City on the agreed upon date.

Public Works Department - Operations

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
1	Banner Installation and Removal			
	New Location	Per Bracket		$ 239
	Existing Banner Site	Each		$ 190
2	Tree Removal Permits	Actual Cost		Actual Cost
3	Tree Pruning/Maintenance Permit	Per Permit		$ 626
4	Tree Maintenance Inspection	Per Inspection		$ 469
5	Special Events (Support to Parks, Recreation & Community Services)	Per Event	[1]	$ 878
6	Shopping Cart Retrieval	Per Retrieval		$ 286
7	Sidewalk Maintenance	Actual Cost		Actual Cost
8	For services requested of City staff which have no fee listed in this Fee Schedule. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.	Per Hour		$ 129

Notes

[1] Non-profit organizations receive a 50% discount.

Public Works - Utilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	NPDES MS4 PERMIT AND WATER EFFICIENCY REVIEW			
1	Tentative Subdivision Map/Vesting Tentative/Specific Plan			
	Plan Review	Each		$ **184**
2	Single Family			
	Plan Review	Per Building		$ **42**
	Permit	Per Building		$ **42**
3	Multiple Family Dwellings, Trailer Courts, Guest Dwellings, or Condominiums			
	Plan Review	Per Building		$ **42**
	Permit	Per Building		$ **42**
4	School Buildings or Churches			
	Plan Review	Per Building		$ **42**
	Permit	Per Building		$ **42**
5	Commercial Installations			
	Plan Review	Per Building		$ **63**
	Permit	Per Building		$ **63**
6	Industrial Installations			
	Plan Review	Per Building		$ **63**
	Permit	Per Building		$ **63**
7	Post-Construction Standards Maintenance Agreement			
	Plan Review, Submittal and Recording	Per Agreement		$ **283**
8	Project Stormwater Plan and Operations Maintenance Plan			
	Plan Review	Per Plan		$ **42**
9	Erosion and Sediment Control Plan (Small Projects)			
	Plan Review	Per Plan		$ **42**
10	WELO Landscape Document Package Review			
	Prescriptive Approach (Aggregate under 2,500 Sq.Ft.)	Per Package		$ **42**
	Performance Approach (>2,500 sq. ft.)	Per Package		$ **141**
11	Trash Enclosure			
	Plan Review	Per Building		$ **22**
	Permit	Per Building		$ **22**
12	Business License Fee			
	Application Review	Per Application		$ **36**
	Compliance Inspection	Per Application		$ **71**
	STORMWATER POST-CONSTRUCTION STANDARDS REVIEW			
13	CONSTRUCTION AND/OR BUILDING INSPECTION AND FINAL			
	Inspection of Const. sites with grading Permits that disturb 2,500 - 5,000 Sq. ft.	Per Inspection		$ **141**
	Inspection of Const. sites with grading Permits that disturb 5,000 Sq.ft or More	Per Inspection		$ **184**

Public Works - Utilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	WATER EFFICIENT LANDSCAPE ORDINANCE (WELO) REVIEW			
14	WELO INSTALLATION INSPECTION AND FINAL			
	Inspection of New and Redevelopment Projects with 250 Sq. ft to 2,499 Sq. ft. of new or rehabilitated landscape	Per Inspection		**$ 42**
	Inspection of New and Redevelopment Projects With More Than 2500 Sq. Ft. or More of New or Rehabilitated Landscape	Per Inspection		**$ 141**
	STORMWATER POST-CONSTRUCTION TREATMENT ANNUAL MAINTENANCE INSPECTION			
15	Residential	Per Inspection		**$ 184**
16	Commercial / Industrial	Per Inspection		**$ 184**
	CONSTRUCTION GENERAL Permit - SWPPP or ESCP			
17	Plan Review	Per Plan		**$ 141**
18	Compliance Inspection (2x Per month)			
	< 1 Acre	Per Inspection		**$ 141**
	> 1 Acre	Per Inspection		**$ 184**
19	Notice of Termination			
	< 1 Acre	Per Inspection		**$ 141**
	> 1 Acre	Per Inspection		**$ 184**
20	Dewatering Report Review	Per Sampling		**$ 63**
	CONSTRUCTION WATER - METERING			
21	Application Review	Per Application		**$ 42**
22	Meter Deposit	Per meter		**Actual Replacement Cost**
23	Permit			
	Metered	Per Project		**$ 71**
	Load Count	Per Project		**$ 106**
24	Meter Rental - Daily	Per Meter		**$ 27**
25	Unpermitted use of fire hydrant for construction water			
	1st Violation	Per Violation		**$ 54**
	2nd Violation	Per Violation		**$ 111**
	3rd and More	Per Violation		**$ 552**
	PRE-TREATMENT PROGRAM			
26	Industrial Installation			
	Those Industries that Discharge Wastewater Greater than 25,000 Gallons Per day or Fall Under 40 CFR			
	Plan Review	Per Building		**$ 65**
27	Miscellaneous Installations such food service establishments and dental offices			
	Plan Review	Per Building		**$ 42**

Public Works - Utilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	DISCHARGE Permit			
28	Discharge Permit—Initial Permit Fee			
	Class I Permit (SIU)	First Year		**$ 2,653**
	Class II Permit (NSIU/NSCIU/Zero-Discharge Categorical)--Three (3) Year Permit	First Year		**$ 846**
	Class III Permit (Temporary Discharge Permit)	First Permit Cycle		**$ 1,274**
	Class IV Permit (Hauled Liquid Waste)--Five (5) Year Permit	First Year		**$ 849**
29	Discharge Permit—Annual Permit Fee			
	Class I Permit (SIU)	Annually		**$ 2,016**
	Class II Permit (NSIU/NSCIU/Zero-discharge categorical)	Annually		**$ 442**
	Class III Permit (Temporary Discharge Permit)	Annually		**$ 707**
	Class IV Permit (Hauled Liquid Waste)	Annually		**$ 584**
30	Re-Inspection/Sampling/non-compliance Inspection	Per Inspection		**$ 318**
31	Laboratory Analysis Cost and Rental Equipment Charges	Per Analysis		**Actual Cost**
	ENVIRONMENTAL COMPLIANCE			
32	Food Service Establishment/FOG Annual Inspection/ Annual Permit Fee			
	Small Generator	Annually		**$ 176**
	Medium Generator	Annually		**$ 226**
	Large Generator	Annually		**$ 318**
33	Re-Inspection/Sampling/non-compliance Inspection	Per Inspection		**$ 212**
34	Dental Facility One-Time Compliance Report Fee	Per Report		**$ 71**
	NEW WATER MAIN TESTING			
35	Sampling by City Staff - Per site (Charges Begin Following Initial Sampling and One (1) Resampling Event)	Per Sample		**$ 142**
36	Laboratory Analysis Cost and Rental Equipment Charges	Per Sample		**$ 142**
37	Backflow Device Testing	Per Device		**$ 425**
	UNDERGROUND - METERS			
38	Utilities Turn On/Off	Per Trip		**See Utilities Fee Schedule**
39	Radio Read Devices - Flexnet	Per Device		**Actual Cost + Labor**
40	For services requested of City staff which have no fee listed in this Fee Schedule. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.	Per Hour		**$ 142**

Notes

Public Works - Engineering Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
1	Agreement Processing			
	Subdivision Improvement Agreement	Per Agreement	[10]	$ 7,776
	Off-site Improvement Agreement	Per Agreement	[10]	$ 8,251
	Park Improvement and Reimbursement Agreement	Per Agreement	[10]	$ 6,955
	Right of Entry Agreement	Per Agreement	[10]	$ 1,434
2	SIA, OIA, PIRA, Any Amendment	Per Amendment		$ 6,221
3	Grading Plan Check			
	10,000	Base Fee		$ 13,361
	Each Additional 10,000 CY	Each Add'l		$ 602.43
	100,000	Base Fee		$ 18,783
	Each Additional 10,000 CY	Each Add'l		$ 570.31
	200,000	Base Fee		$ 24,487
	Each Additional 10,000 CY	Each Add'l		$ 1,224.33
4	Grading Permit and Inspection			
	Residential or Commercial Lots (Up to 5)	Per Project		$ 6,219
	Subdivisions (5 Lots or More)	Per Project		$ 12,317
	Re-inspection Fee	Per Day		$ 689
5	4th & Subsequent Plan Check	Per Submittal		$ 1,348
	SUBDIVISIONS		[5]	
6	Final Parcel Map Review	Per Project	[11]	$ 5,197
7	Final Subdivision Map Review			
	5 - 49 Lots	Per Project	[11]	$ 7,790
	50 - 100 Lots	Per Project		$ 16,437
	>100 Lots, Each Additional 100 Lots	Per 100 Lots		$ 16,768
8	Final Map Amendment Review	Per Project		$ 6,801
9	Certification of Correction	Per Project		$ 5,228
10	Non-Technical Correction (i.e. misspellings)	Per Project		$ 238
11	Certificate of Compliance	Per Application		$ 3,658
12	Legal Description and Plat Review (Ex:Lot Merger/Lot Line Adjustment/Easement Modification/right of way dedication/easement dedication)	Per Submittal		$ 3,327
	PUBLIC IMPROVEMENTS			
13	Plan Check	Per Project up to $5M, Deposit/Actual Cost >$5M	[11]	
	$ 2,000	Base Fee		$ 8,996
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000	[11]	$ 303.30
	$ 25,000	Base Fee		$ 15,971
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000	[11]	$ 416.86
	$ 50,000	Base Fee		$ 26,393
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000	[11]	$ 127.43
	$ 100,000	Base Fee		$ 32,764
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000	[11]	$ 9.74
	$ 500,000	Base Fee		$ 36,660

Public Works - Engineering Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000	[11]	$ 29.42
	$ 1,000,000	Base Fee		$ 51,368
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000	[11]	$ 11.53
	$ 5,000,000	Base Fee		$ 97,493
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000	[11]	$ 19.50
14	Inspection	Per Project up to $5M, Deposit/Actual Cost >$5M		
	$ 2,000	Base Fee		$ 1,172
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000		$ 60.78
	$ 25,000	Base Fee		$ 2,570
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000		$ 91.74
	$ 50,000	Base Fee		$ 4,864
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000		$ 46.49
	$ 100,000	Base Fee		$ 7,188
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000		$ 64.52
	$ 500,000	Base Fee		$ 32,998
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000		$ 49.69
	$ 1,000,000	Base Fee		$ 57,846
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000		$ 60.81
	$ 5,000,000	Base Fee		$ 301,080
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000		$ 60.21
15	Reinspection Fee	Per Day		$ 689
16	As-builts, Review after Construction	Per Lot		$ 3,729
17	Water Treatment Plan Check/ NPDES Compliance	Per Project		$ 2,377
18	MWELO	Per Project		$ 119
19	**MICRO IMAGING FEES**		[1,2]	
	11" X 17" and smaller (B&W or Grayscale with 2" Field Index)	Each Page		$ 0.08
	Larger than 11" X 17" (B&W or Grayscale with a Two-Field Index)	Each Page		$ 0.88
	11" X 17" and smaller (Color with Two-Field Index)	Each Page		$ 0.15
	18" X 24" Color document with a Two-Field Index	Each Page		$ 0.53
	24" X 36" Color document with a Two-Field Index	Each Page		$ 2.00
20	Segregation of Assessment	Per Lot		$ 1,521
21	Record of Survey	Per Lot		$ 4,491
22	Street Easement Abandonment	Per Lot		$ 10,194
23	**ENCROACHMENT PERMITS**		[4]	
	Minor: Includes Curb, Gutter, Sidewalk, Driveway Work, Small Business Sidewalk Sales	Flat	[6,12]	$ 894
	Moderate: Includes New Service Laterals, Existing Lateral Repair or Replacement, Street Pothole	Flat	[6,7,8,12]	$ 2,382
	Major: Includes any Construction Requiring More than 3 Days on Site, over 265 Linear Feet of Work, Road Closures, Phasing and/or Multiple Excavation Locations, Weekend Work		[6,7,8]	

Public Works - Engineering Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	$ 10,000	Base Fee		$ 2,471
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000		$ 20
	$ 50,000	Base Fee		$ 3,297
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000		$ 63
	$ 100,000	Base Fee		$ 6,487
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000		$ 11
	$ 500,000	Base Fee		$ 10,885
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000		$ 13
	$ 1,000,000	Base Fee		$ 17,658
	Each Additional $1,000 or Fraction thereof	Each Add'l $1,000		$ 17
	Swimming Pool	Per Project	[12]	$ 1,042
24	**OVERSIZE LOAD PERMIT**		[3]	
	Single Permit	Per Permit	[9]	$ 16
	Annual or Blanket Permit (Fixed Route)	Annual	[9]	$ 90
25	**REPRODUCTION, MAP AND DOCUMENT SALES**		[1, 2]	
	Standard Plans, Standard Specs, and Design Standards	Per Doc		$ 18
	Parks Manual	Per Doc		$ 88
	Storm Drainage Master Plans	Per Doc		$ 24
	Subdivision Maps	Per Doc		$ 6
	Reproduction Fees	Per Sheet		$ 2
	NEW ADDRESS MAPPING FEES			
26	Single-family/Single Building or Single Address	Per Lot		$ 475
27	Multi-Family Projects/Subdivisions			
	2-10 units	Flat		$ 713
	11-100 units	Flat		$ 950
	101+ units	Flat		$ 1,188
28	For services requested of City staff which have no fee listed in this Fee Schedule. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			
	During Business Hours	Per Hour		$ 143
	After Business Hours	Per Hour		$ 157

Notes

[1] Plus 2% of Invoice Total for Pick-up and Delivery.
[2] Set by City Policy.
[3] Fee Amount Set by State.
[4] Encroachment Permits include 2 inspections, Each Inspection in Excess of 2 are Charge the Base Fee (Plus hourly rate for Inspection and Engineering Review)
[5] If Technical Studies are Required, City to Bill at Actual Costs
[6] Additional 2 Hrs. Plan Check if Traffic Control Plan Review is Needed
[7] Additional Inspections to be Billed [Hourly] Per Inspection
[8] Bond Required
[9] Not Subject to Inflationary Adjustment
[10] Base fee (<10 eng hours) + hourly fee after 11+ hours
[11] Subject to 4th & Subsequent Plan Check Fee
[12] Base fee + hourly inspection fee

Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
1	**Administration**			
	Advertising Fee for Activity Guide	Per Advertisement	[1]	
	Full Page, Back Cover			$ 1,211
	Full Page, Inside Back Cover			$ 606
	½ Page, Inside			$ 424
	¼ Page, Inside			$ 243
	Program Transaction Fee (Applied to withdrawal, refund, credit, or transfer)	Per Transaction		$ 6
	Early Registration Discount	Per Advertisement	[3]	$ (11)
	Online Registration Discount	Per Advertisement	[3]	$ (11)
	Sibling Registration Discount	Per Advertisement	[3]	11%
	Range of Fee Increase for Contract Classes	Per Advertisement		22%
	Volunteer Incentive Discount (volunteers for youth league programs i.e. Jr. Giants, Jr. Warriors)	Per Registration	[4]	15%
	10% Non-Resident fee applied to all classes, programs, leagues, camps, etc.	Per Registration	[7]	10%
	Lost, Broken, or Stolen Equipment Replacement Cost	Per item		Actual Cost
2	**Special Interest**			
	Health & Wellness			
	- CPR, Zumba, BollyX, Fitness, Mental Health Workshops, Gymnastics, Tennis, Cooking, Baking, Health Matters, Baseball, Volleyball, Soccer, Golf, Cricket, Pickleball, Football, Multi-Sport, Track & Field, Jiu-Jitsu, Taekwondo, Martial Arts, Kickboxing, Classes, Camps, Presentations, Workshops	Per Person	[4,7]	$5-$500
	Computer Science			
	- AI, ML, Coding, App Design, Cleantech with Electrical Circuit Kits, Minecraft Modding, Python, Roblox Game Design, Animation Coding, Scratch, HTML, CSS, JavaScript, Code Your Own Adventure, Game Design, Game Design with Scratch, Game Development with Microsoft MakeCode, Robotic Car, Classes, Camps, Presentations, Workshops	Per Person	[4,7]	$5-$500
	Academic/STEM/STEAM			
	- Tutoring/Homework Help, Public Speaking, Debates, Writing & Creativity Skills, Foreign Languages, Sign Language, Robotics, 2D, 3D Pen, Robots with Sphero, Little Bits, Microbits, Legos, RaspberryPi, Aduino, 3D Print, Classes, Camps, Presentations, Workshops	Per Person	[4,7]	$5-$500
	Enrichment/Hobbies/Interests			
	- Sewing, Chess, Cooking, Baking, Slimetopia, Dog Training, Skateboarding, Personal Finance, Stocks, Bonds, Classes, Camps, Presentations, Workshops	Per Person	[4,7]	$5-$500
3	**Teens**			
	Teen Events			
	Minimum	Per Person	[7,9]	$ 7
	Maximum	Per Person	[7]	$ 24
	Teen Camps			
	Minimum	Per Week	[7]	$ 84
	Maximum	Per Week	[7]	$ 105
	Leaders in Training: Jr. Rec Leaders			
	Minimum	Per Week	[7]	$ 105
	Maximum	Per Week	[7]	$ 158
	Teen Trip (Transportation)		[8]	
	Minimum	Per Trip		$ 42
	Maximum	Per Trip		$ 52

Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
4	**Mobile Recreation (Roll'n Rec)**	Per Person		$ -
5	**Youth Development**			
	Summer Camp (Full Day) 7am-6pm			
	Minimum	Per Week	[7]	$ 170
	Maximum	Per Week	[7]	$ 232
	Summer Camp Extended Care Fees (7am-9am, 3pm-6pm)	Per Week	[7]	$ 42
	Summer Camp 9am-3pm ONLY	Per Week	[7]	$ 182
	Summer Camp (Half Day) 9am-12pm or 1pm-4pm*			
	Minimum	Per Week	[7]	$ 78
	Maximum	Per Week	[7]	$ 110
6	**Seniors**			
	Senior Health and Wellness			
	Power Walk	Per Class		$ -
	Senior Fitness			
	Daily Drop-In	Per Class	[10]	$ 2
	25 - Visit Pass	Per Pass	[7]	$ 24
	Senior Self Defense	Per Class	[10]	$ 2
	Senior Tai Chi	Per 4-Week Session	[7]	$ 23
	Senior Mat Yoga	Per 4-Week Session	[7]	$ 23
	Senior Chair Yoga	Per Class	[10]	$ 2
	Senior Yoga	Per Class	[10]	$ 2
	Senior Zumba Gold	Per Class	[10]	$ 2
	Senior Indoor Tennis	Per Class	[10]	$ 2
	5 Visit - Ballroom Dance Pass	Per Pass	[7]	$ 24
	Senior Arts & Music		[7]	
	12 Visit Drop-In Activities Card	Per Card		$ 24
	Arts & Craft Class	Per Class		$ -
	Arts & Craft Project		[10]	
	Minimum	Per Project		$ 6
	Maximum	Per Project		$ 13
	Painting	Per Class		$ -
	Scrapbooking	Per Class		$ -
	Needle Art	Per Class		$ -
	Jewelry Making	Per Class	[10]	$ 13
	Card Making	Per Class	[10]	$ 3
	Line Dancing	Per Class	[10]	$ 3
	Country Jams	Per Class	[10]	$ 3
	Senior Recreation			
	Tea Social	Per Class		$ -
	Bingo	Per Class		$ -
	Social Recreation Programs	Per Class		$ -
	Table Games	Per Class		$ -
	Indoor Pickleball	Per Class	[10]	$ 2
	Ping Pong			
	Cooking Class	Per Class	[10]	$ 6
	Daily Drop-in	Per Class	[10]	$ 2
	24- Visit pass	24-Visit Pass	[7]	$ 24
	Senior Special Events (Includes Dances)			
	Minimum	Per Event	[7]	$ 6
	Maximum	Per Event	[7]	$ 24

Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Booth for Special Events			
	Non-Profit	Per Event		$ 29
	For-Profit	Per Event		$ 59
	Senior Trips			
	Bus Trips			
	Resident	Per Person	[7, 8]	$ 38
	Senior Social Services			
	Lunch Program	Per Month		$ -
	AARP Programs	Per Month		$ -
	Other Services	Per Month		$ -
	Clubs	Per Month		$ -
7	**Athletics**			
	Adult Sports			
	Adult Slow Pitch Leagues			
	Minimum	Per Team	[5]	$ 339
	Maximum	Per Team	[5]	$ 630
	Adult/Youth Fast Pitch Leagues			
	Minimum	Per Team	[5]	$ 546
	Maximum	Per Team	[5]	$ 726
	Adult/Youth Softball Tournament			
	Minimum	Per Team	[5,6]	$ 303
	Maximum	Per Team	[5,6]	$ 606
	Adult Softball Protest Fee	Per Protest		$ 30
	Adult Flag Football League			
	Minimum	Per Team	[5]	$ 485
	Maximum	Per Team	[5]	$ 726
	Adult Kickball League			
	Minimum	Per Team	[5]	$ 333
	Maximum	Per Team	[5]	$ 485
	Adult/Youth Home Run Derby Event			
	Minimum	Per Player	[3,4]	$ 25
	Maximum	Per Player	[3,4]	$ 55
8	**Youth Sports**			
	Resident			
	Youth Basketball League			
	Minimum	Per Player	[5,7]	$ 90
	Maximum	Per Player	[5,7]	$ 97
	Jr. Giants Youth Baseball (Free Program)	Per Player		$ -
	49er Prep Flag Football (Free Program)	Per Player		$ -
	Youth Sports Camps			
	Minimum	Per Player	[7]	$ 90
	Maximum	Per Player	[7]	$ 97
	Flag Football League (Operated by City of Tracy Staff)			
	Minimum	Per Player	[5,7]	$ 90
	Maximum	Per Player	[5,7]	$ 110
	Friday Night Lights Flag Football League (Operated by Contract Instructor)			
	Minimum	Per Player	[5,7]	$ 158
	Maximum	Per Player	[5,7]	$ 184
	Tracy Tots Baby Gym			
	Minimum	Per Session	[3,7]	$ 26
	Maximum	Per Session	[3,7]	$ 60

Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
9	**Aquatics**			
	World's Largest Swim Lesson Event (Free Event)	Per Person		$ -
	Aquatics Special Events (Dive-in Movie, Teen Events, Pumpkin Drive)			
	Minimum	Per Person		$ 6
	Maximum	Per Person		$ 27
	General Recreation Swim			
	Individual Entrance Fee			
	Minimum	Per Person		$ 3
	Maximum	Per Person		$ 6
	10 Visit Pass			
	Minimum	Per Pass		$ 28
	Maximum	Per Pass		$ 49
	Senior (50+) 10 Visit Pass			
	Minimum	Per Pass		$ 17
	Maximum	Per Pass		$ 49
	Swim Lessons			
	Parent Tot			
	Minimum	Per Person	[7]	$ 28
	Maximum	Per 2 Week Session	[7]	$ 98
	Swim Skills (Levels 1-4)			
	Minimum	Per Person	[7]	$ 29
	Maximum	Per Person, Per 2 Week Session	[7]	$ 73
	Advanced Swim			
	Minimum	Per Person	[7]	$ 29
	Maximum	Per Person, Per 2 Week Session	[7]	$ 73
	Water Aerobics			
	Drop-in			
	Minimum	Per Person	[9]	$ 6
	Maximum	Per Person	[9]	$ 10
	10 Visit Pass			
	Minimum	Per Pass	[7]	$ 39
	Maximum	Per Pass	[7]	$ 83
	Senior Water Exercise - 10 Visit Pass			
	Minimum	Per Pass		$ 29
	Maximum	Per Pass		$ 41
	Aqua Arthritis	Per Class	[7]	$ 5
	Lap Swimming			
	Individual Entrance Fee			
	Minimum	Per Person		$ 4
	Maximum	Per Person		$ 6
	10 Visit Pass			
	Minimum	Per Pass		$ 28
	Maximum	Per Pass		$ 49
	Other Classes/Programs			
	Swim Camp			
	Minimum	2 Week Session	[7]	$ 83
	Maximum	2 Week Session	[7]	$ 111
	Diving			
	Minimum	2 Week Session	[7]	$ 60
	Maximum	2 Week Session	[7]	$ 67
	Basic Water Polo			
	Minimum	2 Week Session	[7]	$ 60
	Maximum	2 Week Session	[7]	$ 67

Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Competitive Swim			
	Minimum	1 Week Session	[7]	$ 66
	Maximum	1 Week Session	[7]	$ 73
	Water Polo Fundamental Clinics			
	Minimum	1 Week Session	[7]	$ 51
	Maximum	1 Week Session	[7]	$ 56
	Lifeguard Certification			
	Minimum	Per Person	[7]	$ 253
	Maximum	Per Person	[7]	$ 279
	Lifeguard Recertification			
	Minimum	Per Person	[7]	$ 92
	Maximum	Per Person	[7]	$ 101
	Lifeguard Instructor Certification			
	Minimum	Per Person	[7]	$ 205
	Maximum	Per Person	[7]	$ 225
	Lifeguard Instructor Recertification			
	Minimum	Per Person	[7]	$ 128
	Maximum	Per Person	[7]	$ 141
	Water Safety Instructor Certification			
	Minimum	Per Person	[7]	$ 205
	Maximum	Per Person	[7]	$ 225
	Private Swim Lesson			
	Minimum	Per Day	[7, 9]	$ 14
	Maximum	Per Day	[7, 9]	$ 16
10	**Community Events**			
	Event Ticket			
	Minimum	Per Person		$ 21
	Maximum	Per Person		$ 44
	Event Booth Fee			
	Minimum	Per Booth		$ 28
	Maximum	Per Booth		$ 165
	Contest Entry Fee			
	Minimum	Per Entry		$ 28
	Maximum	Per Entry		$ 44
	Food Vendor/Truck Entry			
	Minimum	Per Event		$ 50
	Maximum	Per Event		$ 100
	Health Department	Per Event	[11]	**Actual Cost**
11	For services requested of City staff which have no fee listed in this Fee Schedule. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			
	Full-Time			
	During Business Hours	Per Hour		$ 234
	After Business Hours	Per Hour		$ 261
	Part-Time			
	During Business Hours	Per Hour		$ 30
	After Business Hours	Per Hour		$ 34

Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee

Notes

[1] Applied to all advertising in City's Activity Guide publications
[2] Applied to all rental requests & special event permit requests
[3] To be used based on Staff's assessment of need, and based on participant levels
[4] To be Used based on Staff's assessment of need and negotiations with Contract Instructors
[5] League fees pending format, number of games & services
[6] Tournaments vary based on type of tournament and awards provided
[7] Non-Resident fees are 10% higher across the board
[8] Based on charter bus fees, destination and length of trip
[9] If CPI increases is less than $1, fee will be increased by $1
[10] If fee is $1 or more, non-resident fee pay an additional $1
[11] Actual cost of invoice from vendor/contractor/San Joaquin County

Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
1	**Administration**			
	Non-Profit			
	Special Event Permit Application & Review Fee (to be charged for every permitted reservation requiring "further review", per published list)	Per Application		$ 111
	Verification of non-profit status	Per Verification	[5]	$ 16
	Private/Commercial			
	Special Event Permit Application & Review Fee (to be charged for every permitted reservation requiring "further review", per published list)	Per Application		$ 220
	Facility Rental Application Fee - Applied to all rental permit requests (Excluding Special Events)	Per Application		$ 42
	Improper Checkout - Renters violating permit conditions(e.g. staying past reservation time, unauthorized items, etc.)			
	Minimum	Per Occurrence		$ 78
	Maximum	Per Occurrence		$ 210
2	**Community Center Rentals**			
	Main Hall (5,300 Sq Ft)			
	Weekday Only			
	Non-Profit	Per Hour (4 hour Min.)		$ 48
	Private Classification	Per Hour (4 hour Min.)		$ 83
	Commercial	Per Hour (4 hour Min.)		$ 118
	Conference Room A or B (250 Sq Ft)			
	Weekday Only			
	Non-Profit	Per Hour (4 hour Min.)	[5]	$ 11
	Private Classification	Per Hour (4 hour Min.)	[5]	$ 17
	Commercial	Per Hour (4 hour Min.)		$ 22
	Entire Facility (6,200 Sq Ft)			
	Weekday			
	Non-Profit	Per Hour (4 hour Min.)		$ 54
	Private Classification	Per Hour (4 hour Min.)		$ 96
	Commercial	Per Hour (4 hour Min.)		$ 135

Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Weekend			
	Non-Profit	Per Hour (4 hour Min.)		$ 81
	Private Classification	Per Hour (4 hour Min.)		$ 138
	Commercial	Per Hour (4 hour Min.)		$ 196
	Additional Fees			
	Extra Dumpster Disposal Fee (Required for Crab-Feeds and Other Rentals as Deemed Necessary by Staff)			
	Processing Fee	Per Rental, Per Dumpster		$ 56
	Dumpster Fee	Actual Cost		**Actual Cost**
	Deposit		[1]	
	Main Hall or Entire Facility	Per Rental		$ 800
	Conference Room A or B	Per Rental		$ 500
	Alcohol Deposit	Per Rental		$ 600
3	**Tracy Sports Complex Meeting Room Rental**			
	TSC Meeting Room (700 Sq Ft)			
	Non-Profit	Per Hour	[5]	$ 21
	Private Classification	Per Hour		$ 36
	Commercial	Per Hour		$ 49
	Deposit		[1]	
	Meeting Room	Per Rental		$ 500
	Alcohol Deposit	Per Rental		$ 600
4	**Tracy Transit Station**			
	Room 103 or 104 (590 Sq Ft)		[3]	
	Weekday			
	Non-Profit	Per Hour (2 hour Min.)		$ 25
	Private Classification	Per Hour (2 hour Min.)		$ 43
	Commercial	Per Hour (2 hour Min.)		$ 60

Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Weekend			
	Non-Profit	Per Hour (2 hour Min.)		$ 37
	Private Classification	Per Hour (2 hour Min.)		$ 63
	Commercial	Per Hour (2 hour Min.)		$ 88
	Room 103 and 104 (1,180 Sq Ft)		[3]	
	Weekday			
	Non-Profit	Per Hour (2 hour Min.)		$ 49
	Private Classification	Per Hour (2 hour Min.)		$ 86
	Commercial	Per Hour (2 hour Min.)		$ 122
	Weekend			
	Non-Profit	Per Hour (2 hour Min.)		$ 74
	Private Classification	Per Hour (2 hour Min.)		$ 129
	Commercial	Per Hour (2 hour Min.)		$ 183
	Room 105 (913 Sq Ft)			
	Weekday			
	Non-Profit	Per Hour (2 hour Min.)		$ 38
	Private Classification	Per Hour (2 hour Min.)		$ 67
	Commercial	Per Hour (2 hour Min.)		$ 95
	Weekend			
	Non-Profit	Per Hour (2 hour Min.)		$ 57
	Private Classification	Per Hour (2 hour Min.)		$ 100
	Commercial	Per Hour (2 hour Min.)		$ 142
	Entire Facility (4,044 Sq Ft)			
	Weekday			
	Non-Profit	Per Hour (4 hour Min.)		$ 112
	Private Classification	Per Hour (4 hour Min.)		$ 196
	Commercial	Per Hour (4 hour Min.)		$ 278

Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Weekend			
	Non-Profit	Per Hour (4 hour Min.)		$ 167
	Private Classification	Per Hour (4 hour Min.)		$ 293
	Commercial	Per Hour (4 hour Min.)		$ 418
	Deposit		[1]	
	All Conference Rooms	Per Rental		$ 500
	Entire Facility	Per Rental		$ 800
	Alcohol Deposit	Per Rental		$ 600
5	**Electric Vehicle Charging Station Rates (Transit Station)**			
	Charging Station Session Fee	Per Session		$ 1
	Charging Station Energy Use Fee	Per kWh of energy used		$ 0.41
6	**Tracy Civic Center Rental**			
	Council Chambers (3,500 Sq Ft)		[3]	
	Weekday			
	Non-Profit	Per Hour (2 hour Min.)		$ 43
	Private Classification	Per Hour (2 hour Min.)		$ 63
	Commercial	Per Hour (2 hour Min.)		$ 109
	Weekend			
	Non-Profit	Per Hour (2 hour Min.)		$ 63
	Private Classification	Per Hour (2 hour Min.)		$ 114
	Commercial	Per Hour (2 hour Min.)		$ 163
	Conference Room #109 (500 Sq Ft)			
	Weekday			
	Non-Profit	Per Hour (2 hour Min.)	[5]	$ 21
	Private Classification	Per Hour (2 hour Min.)		$ 36
	Commercial	Per Hour (2 hour Min.)		$ 52

Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Weekend			
	Non-Profit	Per Hour (2 hour Min.)		$ 31
	Private Classification	Per Hour (2 hour Min.)		$ 53
	Commercial	Per Hour (2 hour Min.)		$ 76
	Conference Room #203 (825 Sq Ft)			
	Weekday			
	Non-Profit	Per Hour (2 hour Min.)		$ 35
	Private Classification	Per Hour (2 hour Min.)		$ 59
	Commercial	Per Hour (2 hour Min.)		$ 85
	Weekend			
	Non-Profit	Per Hour (2 hour Min.)		$ 52
	Private Classification	Per Hour (2 hour Min.)		$ 89
	Commercial	Per Hour (2 hour Min.)		$ 128
	Lobby			
	Weekday			
	Non-Profit	Per Hour (4 hour Min.)		$ 54
	Private Classification	Per Hour (4 hour Min.)		$ 95
	Commercial	Per Hour (4 hour Min.)		$ 135
	Weekend			
	Non-Profit	Per Hour (4 hour Min.)		$ 55
	Private Classification	Per Hour (4 hour Min.)		$ 98
	Commercial	Per Hour (4 hour Min.)		$ 203
	Fountain Plaza - 1 to 50 People		[5]	
	Non-Profit	Per Hour (2 hour Min.)		$ 9
	Private Classification	Per Hour (2 hour Min.)		$ 15
	Commercial	Per Hour (2 hour Min.)		$ 22

Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Fountain Plaza - 51 to 100 People			
	Non-Profit	Per Hour (2 hour Min.)		$ 13
	Private Classification	Per Hour (2 hour Min.)		$ 22
	Commercial	Per Hour (2 hour Min.)		$ 32
	Fountain Plaza - 101+ People			
	Non-Profit	Per Hour (2 hour Min.)		$ 32
	Private Classification	Per Hour (2 hour Min.)		$ 29
	Commercial	Per Hour (2 hour Min.)		$ 42
	Fountain Plaza Non-Profit Max Daily Rental Rate	Per Rental		$ 66
	Deposit		[1]	
	All Conference Rooms	Per Rental		$ 500
	Lobby or Entire Facility	Per Rental		$ 800
	Alcohol Deposit	Per Rental		$ 600
7	**Park and Picnic Areas**			
	Park/Picnic - 1 to 50 People			
	Non-Profit	Per Hour (2 hour Min.)	[5]	$ 19
	Private Classification	Per Hour (2 hour Min.)		$ 31
	Commercial	Per Hour (2 hour Min.)		$ 45
	Park/Picnic - 51 to 100 People			
	Non-Profit	Per Hour (2 hour Min.)		$ 26
	Private Classification	Per Hour (2 hour Min.)		$ 45
	Commercial	Per Hour (2 hour Min.)		$ 66
	Park/Picnic - 101+ People			
	Non-Profit	Per Hour (2 hour Min.)		$ 35
	Private Classification	Per Hour (2 hour Min.)		$ 59
	Commercial	Per Hour (2 hour Min.)		$ 85

Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Inflatable Structures Administrative Fee	Per Day, Per Structure	[2]	$ 60
	Non-Profit Max Daily Rental Rate	Per Rental		$ 135
	Deposits			
	Less than 50, Traditional Activity	Per Rental		$ -
	50-100; or Less than 50 Non-traditional	Per Rental		$ 136
	101-200 attendees	Per Rental		$ 271
	201-300 attendees	Per Rental		$ 407
	301 and above attendees	Per Rental		$ 678
8	**Parking Lot Rental (Locations and Availability at City Discretion)**			
	Vehicle Access Pass			$ 11
	Base Fee	10 Hour Max.		$ 133
	Plus Use Fee			
	Non-Profit	Per Parking Lot Space	[5]	$ 4
	Private Classification	Per Parking Lot Space	[5]	$ 7
	Commercial	Per Parking Lot Space	[5]	$ 8
9	**Mobile Stage Rental**			
	Set Up (36' x 14')			
	Non-Profit	Per Rental		$ 423
	Deposits			
	Non-Profit	Per Rental		$ 800
10	**Tennis Court Rental**			
	Non-Profit Youth			
	Practice/Games	Per Hour, Per Court	[5]	$ 8
	League	Per Hour, Per Court	[5]	$ 8
	Tournament	Per Hour, Per Court	[5]	$ 15
	Non-Profit Adult			
	Practice/Games	Per Hour, Per Court	[5]	$ 8
	League	Per Hour, Per Court	[5]	$ 8
	Tournament	Per Hour, Per Court	[5]	$ 17

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Private			
	Practice/Games	Per Hour, Per Court	[5]	$ 10
	League	Per Hour, Per Court	[5]	$ 10
	Tournament	Per Hour, Per Court	[5]	$ 21
	Commercial			
	Practice/Games	Per Hour, Per Court	[5]	$ 15
	League	Per Hour, Per Court	[5]	$ 15
	Tournament	Per Hour, Per Court	[5]	$ 27
	Tennis Court Rental Deposit	Per Court		$ 68
11	**Tennis Court Rental Lights**			
	Non-Profit Youth			
	Practice/Games	Per Hour, Per Court	[5]	$ 8
	League	Per Hour, Per Court	[5]	$ 10
	Tournament	Per Hour, Per Court	[5]	$ 12
	Non-Profit Adult			
	Practice/Games	Per Hour, Per Court	[5]	$ 8
	League	Per Hour, Per Court	[5]	$ 15
	Tournament	Per Hour, Per Court	[5]	$ 17
	Private/Commercial			
	Practice/Games	Per Hour, Per Court	[5]	$ 15
	League	Per Hour, Per Court	[5]	$ 17
	Tournament	Per Hour, Per Court	[5]	$ 19

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
12	**Lolly Hansen Senior Center Rental**			
	Main Hall (3120 Sq Ft)			
	Weekday			
	Non-Profit	Per Hour (4 hour Min.)		$ **116**
	Private Classification	Per Hour (4 hour Min.)		$ **178**
	Commercial	Per Hour (4 hour Min.)		$ **241**
	Weekend			
	Non-Profit	Per Hour (4 hour Min.)		$ **158**
	Private Classification	Per Hour (4 hour Min.)		$ **252**
	Commercial	Per Hour (4 hour Min.)		$ **346**
	Outdoor Area (1948 Sq Ft) Only Included with Main Hall or Entire Facility Rental			
	Weekday			
	Non-Profit	Per Hour (4 hour Min.)		$ **73**
	Private Classification	Per Hour (4 hour Min.)		$ **94**
	Commercial	Per Hour (4 hour Min.)		$ **123**
	Weekend			
	Non-Profit	Per Hour (4 hour Min.)		$ **110**
	Private Classification	Per Hour (4 hour Min.)		$ **142**
	Commercial	Per Hour (4 hour Min.)		$ **185**
	Classroom 1 (499 Sq Ft)			
	Weekday Only			
	Non-Profit	Per Hour (4 hour Min.)		$ **52**
	Private Classification	Per Hour (4 hour Min.)		$ **68**
	Commercial	Per Hour (4 hour Min.)		$ **83**

Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Classroom 2 (739 Sq Ft)			
	Weekday Only			
	Non-Profit	Per Hour (4 hour Min.)		$ 62
	Private Classification	Per Hour (4 hour Min.)		$ 84
	Commercial	Per Hour (4 hour Min.)		$ 108
	Classroom 1 & 2 Combo (1,238 Sq Ft)			
	Weekday			
	Non-Profit	Per Hour (4 hour Min.)		$ 115
	Private Classification	Per Hour (4 hour Min.)		$ 152
	Commercial	Per Hour (4 hour Min.)		$ 190
	Weekend			
	Non-Profit	Per Hour (4 hour Min.)		$ 146
	Private Classification	Per Hour (4 hour Min.)		$ 194
	Commercial	Per Hour (4 hour Min.)		$ 247
	Entire Facility (5819 Sq Ft)			
	Weekday			
	Non-Profit	Per Hour (4 hour Min.)		$ 171
	Private Classification	Per Hour (4 hour Min.)		$ 276
	Commercial	Per Hour (4 hour Min.)		$ 378
	Weekend			
	Non-Profit	Per Hour (4 hour Min.)		$ 240
	Private Classification	Per Hour (4 hour Min.)		$ 398
	Commercial	Per Hour (4 hour Min.)		$ 554
	Deposit		[1]	
	Main Hall or Entire Facility	Per Rental		$ 800
	All Classrooms	Per Rental		$ 500
	Alcohol Deposit	Per Rental		$ 600

Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Additional Fees			
	Extra Dumpster Disposal Fee (Required for Rentals as Deemed Necessary by Staff)			
	Processing Fee	Per Rental, Per Dumpster		$ 56
	Dumpster Fee	Actual Cost	[6]	**Actual Cost**
	Cleaning Fee (Applied if additional cleaning is deemed necessary by Staff)	Actual Cost	[6]	**Actual Cost**
13	**Sports Facilities (Ritter Family Ballpark, TSC, Plasencia Fields, Tiago, Galli, Clyde Bland, Veterans & Legacy Fields)**			
	Unauthorized Permit Use			
	First Occurrence - Warning	Per Occurrence		$ -
	Second Occurrence	Per Occurrence		$ 50
	Third Occurrence	Per Occurrence		$ 100
	No Show Occurrence			
	First Occurrence - Warning	Per Occurrence		$ -
	Second Occurrence	Per Occurrence		$ 50
	Third Occurrence	Per Occurrence		$ 100
	Standard Field (Ritter Family Ballpark, Tiago, Clyde, Galli, Veteran Fields, Plasencia Fields)			
	League/Individual			
	Non-Profit Youth Classification	Per Hour, Per Field		$ 11
	Non-Profit Adult Classification	Per Hour, Per Field		$ 16
	Private Classification	Per Hour, Per Field		$ 29
	Commercial Classification	Per Hour, Per Field		$ 40
	Premium Field (TSC, Legacy Fields)			
	League/Individual			
	Non-Profit Youth Classification	Per Hour, Per Field		$ 13
	Non-Profit Adult Classification	Per Hour, Per Field		$ 20
	Private Classification	Per Hour, Per Field		$ 35
	Commercial Classification	Per Hour, Per Field		$ 47
	Lights Fee - League/Individual			
	Non-Profit Youth Classification	Per Hour, Per Field		$ 11
	Non-Profit Adult Classification	Per Hour, Per Field		$ 14

Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Private Classification	Per Hour, Per Field		$ 18
	Commercial Classification	Per Hour, Per Field		$ 25
	Deposit for Baseball/Softball Bases	Per Rental		$ 295
	Storage Container License	Per Sq. Ft. of Ground Space		$ 0.52
	Daily Fee - Tournaments - Standard Fields			
	Non-Profit Youth Classification	Per Hour, Per Field		$ 83
	Non-Profit Adult Classification	Per Hour, Per Field		$ 134
	Private Classification	Per Hour, Per Field		$ 167
	Commercial Classification	Per Hour, Per Field		$ 200
	Daily Fee - Tournaments - Premium Fields			
	Non-Profit Youth Classification	Per Hour, Per Field		$ 112
	Non-Profit Adult Classification	Per Hour, Per Field		$ 148
	Private Classification	Per Hour, Per Field		$ 288
	Commercial Classification	Per Hour, Per Field		$ 396
	Lights Fee - Tournaments			
	Non-Profit Youth Classification	Per Hour, Per Field		$ 11
	Non-Profit Adult Classification	Per Hour, Per Field		$ 14
	Private Classification	Per Hour, Per Field		$ 19
	Commercial Classification	Per Hour, Per Field		$ 26
	Field Damage Deposit	Per Field		$ 124
	Gate Fee - Tournaments			
	All Classifications	Per Tournament		$ 150
	Gate Fee - Local League Games			
	Non-Profit Classifications	Per Season		$ 125
	On-site Staffing Fee for Sports Fields Use			
	All Classifications	Per Hour, Per Complex		$ 34

Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Softball Field Preparations			
	Light Watering	Per Preparation		$ 14
	Chalking	Per Preparation		$ 16
	Light Watering, Minor Dragging	Per Preparation		$ 20
	Full Field Preparation	Per Preparation		$ 51
	Outfield Fencing Rental	Per Field		$ 146
	Concession Stands			
	Non-Profit	Per Occurrence		$ 6
	Private	Per Occurrence		$ 9
	Private/Commercial Classification	Per Occurrence		$ 13
	Monthly Rental Rate	Per Month	[7]	$ 156
	Mobile Food Truck	Per Occurrence		$ 6
14	**Joe Wilson Community Pool Rentals**			
	Any Size Groups, When Organization Provides Own Lifeguards & Includes 1 Senior Lifeguard			
	All Classifications	Per Hour (Min. 2 Hours)		$ 88
	Up to 50 People, Includes 1 Senior Lifeguard & 1 Lifeguard			
	Non-Profit Classification	Per Hour (Min. 2 Hours)		$ 106
	Private Classification	Per Hour (Min. 2 Hours)		$ 119
	Commercial Classification	Per Hour (Min. 2 Hours)		$ 131
	Up to 75 People, Includes 1 Senior Lifeguard & 2 Lifeguards			
	Non-Profit Classification	Per Hour (Min. 2 Hours)		$ 126
	Private Classification	Per Hour (Min. 2 Hours)		$ 138
	Commercial Classification	Per Hour (Min. 2 Hours)		$ 150
	Up to 100 People, Includes 1 Senior Lifeguard & 3 Lifeguards			
	Non-Profit Classification	Per Hour (Min. 2 Hours)		$ 144
	Private Classification	Per Hour (Min. 2 Hours)		$ 157
	Commercial Classification	Per Hour (Min. 2 Hours)		$ 170
	Deposits			
	All Classifications, All Group Sizes	Per Rental		$ 500

Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Additional Joe Wilson Pool Rental Fees			
	Extra lifeguard (as deemed necessary by staff, based on event)	Per Hour, Per Lifeguard		$ 19
	Recreational Swim Pavilion Rental (1089 sqft)	Per Hour		$ 31
15	**Airport Rental**			
	New Jersusalem Rental Area	Per Day		$ 1,475
	Tracy Municipal Airport Rental Area	Per Day		$ 1,475
16	**City Owned Airport Hangar Rental Rates**			
	F-Series	Per Month		$ 288
	3-Series	Per Month		$ 350
	4-Series	Per Month		$ 350
	G-Series	Per Month		$ 362
	B-Series	Per Month		$ 482
	Tie-Down	Per Month		$ 50
17	**Parades on Downtown Streets**		[4]	
	Parade Route			
	Non-Profit Classification	Per Event		$ 1,253
18	**Co-Sponsorship Events**			
	Indoor City Facility Rental	Per Event		$ -
	Outdoor City Facility Rental	Per Event		$ -
	Street Closures (i.e barricades, signage, delineator, etc.)	Per Event		$ -
	City Equipment & Material (i.e. mobile stage, etc)	Per Event		$ -
	City Staffing	Per Event		$ -
	Encroachment Permit	Per Event		$ -
19	For services requested of City staff which have no fee listed in this Fee Schedule. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			
	Full-Time			
	During Business Hours	Per hour		$ 234
	After Business Hours	Per hour		$ 261
	Part-Time			
	During Business Hours	Per hour		$ 30
	After Business Hours	Per hour		$ 34

Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee

Notes

[1] An additional deposit is required for all activities where alcohol is sold or served

[2] All Classifications: Fee is applied to all approved inflatable requests to accompany a park rental

[3] Includes projector and screen use

[4] Exception: Until further notice, Parade Fees will not be charged for Public School District-sponsored parades.

[5] If the CPI increase is $1 or less, a $1 increase will be applied to that fee

[6] Actual cost of invoice from vendor or contractor

[7] Increase the fee by 10% annually per site for the duration of each contract agreement

Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
1	**Deposits**			
	EK Theatre	Per Use	[1]	$ 550
	Studio Theatre	Per Use	[2]	$ 275
	Dance Studio	Per Use		$ 110
	Visual Arts I & II	Per Use		$ 110
	Children's Studio	Per Use		$ 110
	Ceramic & Fused Glass Studio	Per Use		$ 110
	Music Studio I	Per Use		$ 100
	Music Studio II	Per Use		$ 75
	Music Studio III	Per Use		$ 50
	Music Studio IV	Per Use		$ 100
	Grand Galleries	Per Use		$ 150
	Lobby Areas	Per Use		$ 250
	Loggia	Per Use		$ 50
2	**EK Theatre Rentals**			
	Non-Profit			**Minimum 10% of ticket sales, or fees listed below, whichever is greater.**
	Prime Time Rental: Rehearsal or Performance (Non-profit)			
	First 8 Hours	First 8 Hours	[3]	$ 647
	Each Additional Hour	Each Add'l Hr		$ 113
	Non-Prime Time Rental: Rehearsal or Performance (Non-Profit)			
	First 8 Hours	First 8 Hours	[3]	$ 323
	Each Additional Hour	Each Add'l Hr		$ 113
	Prime Time Co-Present or Resident Company: Performance or Rehearsal (Non-Profit)			
	Per 8 Hours	Per 8 Hours	[3]	$ 519
	Non-Prime Time Co-Present or Rental Resident Company: Rental Rehearsal or Performance (Non-Profit)			
	Per 8 Hours	Per 8 Hours	[3]	$ 260
	Commercial			**Minimum 15% of ticket sales, or fees listed below, whichever is greater.**
	Prime Time Rental: Performance (Commercial)			
	First 8 Hours	First 8 Hours	[3]	$ 1,941
	Each Additional Hour	Each Add'l Hr		$ 339
	Prime Time Rental: Rehearsal (Commercial)			
	First 8 Hours	First 8 Hours	[3]	$ 1,941
	Each Additional Hour	Each Add'l Hr		$ 339
	Non-Prime Time Rental: Rehearsal or Performance (Commercial)			
	First 8 Hours	First 8 Hours	[3]	$ 845
	Each Additional Hour	Each Add'l Hr		$ 339

Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
3	**Studio Theatre Rentals**			
	Non-Profit			**Minimum 10% of ticket sales, or fees listed below, whichever is greater.**
	Prime Time Rental: Rehearsal or Performance			
	First 5 Hours	First 5 Hours	[3]	$ **124**
	Each Additional Hour	Each Add'l Hr		$ **68**
	Non-Prime Time Rental: Rehearsal or Performance			
	First 5 Hours	First 5 Hours	[3]	$ **90**
	Each Additional Hour	Each Add'l Hr		$ **68**
	Prime Time Co-Present or Resident Company: Rehearsal or Performance			
	Per 5 Hours	Per 5 Hours	[3]	$ **100**
	Non-Prime Time Co-Present or Resident Company: Rehearsal or Performance			
	Per 5 Hours	Per 5 Hours	[3]	$ **72**
	Commercial			**Minimum 15% of ticket sales, or fees listed below, whichever is greater.**
	Prime Time Rental: Rehearsal or Performance			
	First 5 Hours	First 5 Hours	[3]	$ **339**
	Each Additional Hour	Each Add'l Hr		$ **203**
	Non-Prime Time Rental: Rehearsal or Performance			
	First 5 Hours	First 5 Hours	[3]	$ **372**
	Each Additional Hour	Each Add'l Hr		$ **203**
4	**Dance Studio**			
	Private & Group Instruction *Educational Events* *Rehearsal & Facility Event Use* *>Includes Basic Furniture Set & Studio Amenities* *>Includes Sound System & one (1) Wired Microphone with Stand* *>Non-Dance/Movement Use Requires Floor Covering*			
	Non-Profit			
	First 2 Hours	First 2 Hours		$ **113**
	Each Additional Hour	Each Add'l Hr		$ **56**
	Commercial			
	First 2 Hours	First 2 Hours		$ **226**
	Each Additional Hour	Each Add'l Hr		$ **113**

Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
5	**Studio Theatre**			
	Private & Group Instruction *Group Recital, Educational Events* *Meetings and Facility Event Use* *Rehearsal (Non-event Use)* *>Does Not Include Furniture Set or A/V Amenities* *>Does Not Include Tech Support (See Labor Fees)* *>Non-Educational/Performance Use (See Theatre Rental Options)*			
	Non-Profit			
	First 2 Hours	First 2 Hours		$ 113
	Each Additional Hour	Each Add'l Hr		$ 56
	Commercial			
	First 2 Hours	First 2 Hours		$ 226
	Each Additional Hour	Each Add'l Hr		$ 113
6	**Visual Arts I & II / Children's Studio**			
	Private & Group Instruction *Group Recital, Educational Events* *Visual Arts Labs* *Meetings and Facility Event Use* *>Includes Basic Furniture Set & Studio Amenities* *>Does not include use of Printmaking Lab in VAII*			
	Non-Profit			
	First 2 Hours	First 2 Hours		$ 84
	Each Additional Hour	Each Add'l Hr		$ 45
	Commercial			
	First 2 Hours	First 2 Hours		$ 169
	Each Additional Hour	Each Add'l Hr		$ 84
7	**Ceramic & Fused Glass Studio**			
	Private & Group Instruction *>Includes Basic Furniture Set & Studio Amenities* *>Requires Staff Supervision (See Labor Fees)* *>Not available for Non-Educational/Studio Use* *>Does not include Firing & Materials (See Ceramic & Fused Glass Fees)*			
	Non-Profit			
	First 2 Hours	First 2 Hours		$ 84
	Each Additional Hour	Each Add'l Hr		$ 45
	Commercial			
	First 2 Hours	First 2 Hours		$ 169
	Each Additional Hour	Each Add'l Hr		$ 84

Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
8	**Private Art Making Event**			
	Private & Group Instruction with Staff Assigned Room Rental in the Studio Theatre, Visual Arts 01 & 02, Children's Studio, Ceramics & Fused Glass Studio *>Includes Basic Furniture Set & Studio Amenities* *>Requires Staff Supervision (See Labor Fees)* *>Activity Dependent Materials Fee*			
	Non-Profit			
	First 2 Hours	First 2 Hours		$ 41
	Each Additional Hour	Each Add'l Hr		$ 21
	Activity Dependent Materials	Per Participant		$5 - 35
	Commercial			
	First 2 Hours	First 2 Hours		$ 82
	Each Additional Hour	Each Add'l Hr		$ 41
	Activity Dependent Materials	Per Participant		$5 - 35
9	**Music Studio I**			
	Private & Group Instruction *Instrument & Voice Lab* *Group Recital, Educational Events* *Rehearsal* *Up to 20 users* *>Includes Basic Furniture Set & Studio Amenities* *>Includes Use of Spinet Piano, Baby Grand Piano, and/or Electric Piano* *>Does not include Use of Other Resident Instruments (See Miscellaneous Rentals)*			
	Non-Profit			
	First 2 Hours	First 2 Hours		$ 77
	Each Additional Hour	Each Add'l Hr		$ 36
	Commercial			
	First 2 Hours	First 2 Hours		$ 154
	Each Additional Hour	Each Add'l Hr		$ 77
10	**Music Studio II**			
	Private & Group Instruction *Instrument & Voice Lab* *Rehearsal* *Up to 6 users* *>Includes Basic Furniture Set & Studio Amenities* *>Does not include Use of Other Resident Instruments (See Miscellaneous Rentals)*			
	Non-Profit			
	First 2 Hours	First 2 Hours		$ 62
	Each Additional Hour	Each Add'l Hr		$ 31
	Commercial			
	First 2 Hours	First 2 Hours		$ 123
	Each Additional Hour	Each Add'l Hr		$ 62

Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
11	**Music Studio III**			
	Private Instruction *Instrument & Voice Lab* *Rehearsal* *Up to 3 users* *>Includes Basic Furniture Set & Studio Amenities* *>Includes Use of Spinet Piano and/or Electric Piano* *>Does not include Use of Other Resident Instruments (See Miscellaneous Rentals)*			
	Non-Profit			
	First 2 Hours	First 2 Hours		$ 41
	Each Additional Hour	Each Add'l Hr		$ 21
	Commercial			
	First 2 Hours	First 2 Hours		$ 82
	Each Additional Hour	Each Add'l Hr		$ 41
12	**Music Studio IV**			
	Private Instruction *Digital Recording Lab* *Rehearsal* *Up to 3 users* *>Includes Basic Furniture Set & Studio Amenities* *>Does not include Studio Engineer* *>Does not include Use of Other Resident Instruments (See Miscellaneous Rentals)*			
	Non-Profit			
	First 2 Hours	First 2 Hours		$ 77
	Each Additional Hour	Each Add'l Hr		$ 36
	Commercial			
	First 2 Hours	First 2 Hours		$ 154
	Each Additional Hour	Each Add'l Hr		$ 77
13	**Grand Galleries**			
	Events, Meetings, Presentations, Receptions *>Exhibitions Program Schedule Dependent* *>Requires Staff Supervision (See Labor Fees)* *>Not Available for Exhibits/Displays/Retail Use*			
	Non-Profit			
	First 2 Hours	First 2 Hours		$ 154
	Each Additional Hour	Each Add'l Hr		$ 77
	Commercial			
	First 2 Hours	First 2 Hours		$ 308
	Each Additional Hour	Each Add'l Hr		$ 154

Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
14	**Lobby Areas**			
	>Public Spaces during Facility Hours & Programming			
	Non-Profit			
	Upstairs	Per 4 Hours		**$ 282**
	Downstairs	Per 4 Hours		**$ 282**
	Commercial			
	Upstairs	Per 4 Hours		**$ 564**
	Downstairs	Per 4 Hours		**$ 451**
15	**Café**			
	Non-Profit			
	Non-Revenue Generating Use	Per 4 Hours		**$ 25**
	Revenue Generating Use (Studio Theatre & Lobby Areas)	Per 4 Hours		**$ 50**
	Revenue Generating Use (EK Theatre)	Per 4 Hours		**$ 100**
	Commercial			
	Non-Revenue Generating Use	Per 4 Hours		**$ 50**
	Revenue Generating Use (Studio Theatre & Lobby Areas)	Per 4 Hours		**$ 100**
	Revenue Generating Use (EK Theatre)	Per 4 Hours		**$ 200**
	Base rate for negotiated Concessionaire Agreement	Per Month		**$542 plus 50% of non-alcoholic beverages and all food sales**
16	**Box Office Services**			
	Non-Profit			
	Per Performance	Per Performance		**$ 113**
	Per Ticket Charge to Patron	Per Ticket	[5]	**$ 4**
	Commercial			
	Per Performance	Per Performance		**$ 318**
	Per Ticket Charge to Patron	Per Ticket	[5]	**$ 4**
17	**Miscellaneous Rentals**			
	Non-Profit & Commercial			
	Installation/Removal of Floor for Orchestra Pit	Per Use		**$ 564**
	Wired Microphone			
	1 Mic & Stand	Each	[5]	**$ 16**
	10 or more	Each	[5]	**$ 11**
	Wireless Microphone (Handheld or Lapel)			
	1 Mic & Stand (4 Max)	Each	[5]	**$ 28**
	Drum Mic Package - 8 Microphones	Per Use		**$ 103**
	Direct Box	Per Use	[5]	**$ 26**
	Monitor Wedges	Each		**$ 50**
	Ramtech Split Snake	Per Use		**$ 103**

Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Monitor Console	Per Use		$ 103
	Mobile PA	Per Use		$ 103
	Lectern Stand with Mic	Per Use	[5]	$ 21
	Conductor Podium	Per Use	[5]	$ 21
	Follow Spot(s) with One In-house Tech, Two (2) Max.	Each per 4 Hrs.		$ 395
	Video Projector (EK Theatre)			
	Per 8 Hour Rental	Per 8 Hour Rental		$ 154
	Each Additional Hour	Each Add'l Hr	[5]	$ 16
	Video Projector (Studio Theatre)			
	Per 5 Hour Rental	Per 5 Hour Rental		$ 77
	Each Additional Hour	Each Add'l Hr	[5]	$ 11
	Haze Machine	Per Use		$ 51
	Marquee Sign Listing	Per Side/Installation		$ 56
	Installation & Removal of Marley Mat Dance Floor	Per Use		$ 226
	6' Folding Tables	Each	[5]	$ 6
	48" Round Folding Tables	Each	[5]	$ 12
	36" Round Tables	Each	[5]	$ 12
	Cocktail Tables	Each	[5]	$ 12
	Cocktail Table Stools	Each	[5]	$ 6
	Wood Classroom Chairs			
	1 Chair	Each	[5]	$ 6
	10 or more	Each	[5]	$ 4
	Music Stands			
	1 Stand	Each	[5]	$ 6
	10 or more	Each	[5]	$ 4
	Black Wenger Orchestra Chairs			
	1 Chair	Each	[5]	$ 12
	25 or more	Each	[5]	$ 6
	Black Pipe and Drape	Per Installation		$ 113
	Black Resin Chairs			
	1 Chair	Each	[5]	$ 6
	25 or more	Each	[5]	$ 4
	Piano Tuning	Per Use		$225 plus 5%
	Electric Piano (Roland RD-700NX)	Per Use		$ 77
	Easels	Each	[5]	$ 6
	Stage Riser (4' x 4')	Each	[5]	$ 26
	Extension Cord 25' Quad Box	Each		$ 15
	Extension Cord with Strip	Each		$ 5
	Grand Piano (Yamaha) & Tuning			$ 450
	TV Monitor	Per Use		$ 56
	BlueRay	Per Use		$ 20

Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
18	**Labor Fees**			
	Non-Profit/Commercial			
	Technical Theatre Supervisor	Per Hour		**$ 66**
	Theatre Technicians	Per Hour	[5]	**$ 46**
	Hospitality Staff	Per Hour	[5]	**$ 28**
	Merchandise Seller	Per Hour	[5]	**$ 17**
	Usher	Per Hour	[5]	**$ 17**
	Cultural Arts Supervisor	Per Hour		**$ 66**
	Arts Education Program Coordinator	Per Hour	[5]	**$ 52**
	Arts Education Instructor	Per Hour	[5]	**$ 29**
	Arts Education Recreation Leader III	Per Hour	[5]	**$ 17**
	Security Personnel (Min $200 or per hour rate; whichever greater)	Per Hour		**$ 45**
19	**Additional Fees**			
	Non-Profit/Commercial			
	Janitorial Fees			
	Per 8 Hours	Per 8 Hours		**$ 296**
	Per 4 Hours	Per 4 Hours		**$ 148**
	Porter			
	Per 8 Hours	Per 8 Hours		**$ 296**
	Per 4 Hours	Per 4 Hours		**$ 148**
	Agreement Processing Fee	Per Contract		**$ 39**
	Global Music Rights License Fee	Per Event		**$10 for benefit concerts or .15% of gross revenue for concerts**
20	**Rental Client Marketing Services**			
	Limited availability, as space allows, must use Grand Theatre Center for the Arts contracted graphic designer.			
	Non-Profit			
	Exterior Posterbox	Per Event		**$ 51**
	Email Promotion	Per Email		**$ 205**
	Atrium & Pre-Show Video	Per Event		**$ 77**
	Press Release	Per Release		**$ 77**
	Local Postcard Distribution	Per Event		**$ 77**
	Social Media Promotion		[4]	
	Facebook Post to Grand Page	Per Post		**$ 77**
	Instagram Post to Grand Page	Per Post		**$ 77**
	Static Ad Build	Per Ad		**$ 128**
	Video Ad Build	Per Ad		**$ 257**
	Commercial			

Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
	Exterior Posterbox	Per Event		$ 103
	Email Promotion	Per Email		$ 410
	Atrium & Pre-Show Video	Per Event		$ 154
	Press Release	Per Release		$ 154
	Local Postcard Distribution	Per Event		$ 154
	Social Media Promotion		[4]	
	Facebook Post to Grand Page	Per Post		$ 154
	Instagram Post to Grand Page	Per Post		$ 154
	Static Ad Build	Per Ad		$ 257
	Video Ad Build	Per Ad		$ 513
21	**Arts Education Program Fees**			
	Non-Profit/Commercial			
	Ceramics & Fused Glass	Per Person		$5 - $400
	- Assembly, Firing, Glazes, Finishing - Classes, Camps, Presentations, Private Lessons, Workshops			
	Dance	Per Person		$5 - $400
	- Ballroom, Classical, Cultural, Fitness, Modern, Movement, Tai Chi, Technical - Classes, Camps, Presentations, Private Lessons, Workshops			
	Drama	Per Person		$5 - $400
	- Acting, Audition, Costume, Writing, Technical, Performance, Props - Classes, Camps, Presentations, Private Lessons, Workshops			
	Literary Arts	Per Person		$5 - $400
	- Writing, Journaling, Letterform, Literature, Poetry, Spoken Word - Classes, Camps, Presentations, Private Lessons, Workshops			
	Music	Per Person		$5 - $400
	- Electronic, Horns, Keyboard, Methodologies, Percussion, Strings, Woodwind, Voice - Classes, Camps, Presentations, Private Lessons, Workshops			
	Visual Arts	Per Person		$5 - $400
	- Art History, Design, Digital, Drawing, Fiber, Painting, Photography, Printmaking, Sculpture, Theory - Classes, Camps, Presentations, Private Lessons, Workshops			
	Senior Tuesdays	Per Person		$6 / $15
	- 3 Days in Designated Months - 2 Activities per Day & Hospitality			
	Program Transaction Fees (Applied to withdrawal, refund, credit, or transfer)	Per Transaction		$ 5
	Program Lab Fees (Applied to applicable studio-based classes for studio furniture, tools, equipment and instrument usage)	Per Person		$5 - $60
22	**Exhibitions Program Fees**			
	Juried Exhibition Entry Fee	Per Entry		$5 - $25

Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division

Fee No.	Fee Name	Fee Type	Notes	FY25/26 Approved Fee
23	For services requested of City staff which have no fee listed in this Fee Schedule. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			
	Full-Time			
	During Business Hours	Per Hour		**$ 163**
	After Business Hours	Per Hour		**$ 180**
	Part-Time			
	During Business Hours	Per Hour		**$ 50**
	After Business Hours	Per Hour		**$ 55**
	Blended			
	During Business Hours	Per Hour		**$ 127**
	After Business Hours	Per Hour		**$ 139**

Notes

[1] ETK Theatre Base Rental is 8 Hrs and includes: House Sound System, House Lighting System, One (1) Wired Microphone with Stand, Two (2) Floor Monitor Wedges, and Two (2)
[2] Studio Theatre Base Rental is 5 Hrs. and Includes: House Sound System, House Lighting System, One (1) Wired Microphone with Stand, Two (2) Floor Monitor Wedges, and Two (2)
[3] Prime time is Friday through Sunday. Percentage Payment is Based on Gross Receipts. Fee is either Minimum of 10% of Ticket sales, whichever is Greater.
[4] Additional Costs apply for Social Media Ad Campaigns (Minimum Campaign Spend of $250/Maximum Spend of $1,500).
[5] If fee is $1 or more, non-resident fee pay an additional $1

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-

(A) APPROVING AND ADOPTING, EFFECTIVE AS OF JANUARY 2, 2026, THE PROPOSED CITY OF TRACY FY 25-26 CITYWIDE MASTER FEE SCHEDULE, AND

(B) RESCINDING , EFFECTIVE AS OF JANUARY 2, 2026, RESOLUTION NO. 2025-096, THAT APPROVED THE CURRENT CITYWIDE MASTER FEE SCHEDULE

WHEREAS, On May 6, 2025, the City Council adopted the most recent consolidated Citywide Master Fee Schedule (Resolution 2025-096); and

WHEREAS, on November 18, 2025, the City Council introduced an Ordinance which will create a regulatory permit framework related to Palmistry permits; and

WHEREAS, on December 2, 2025, the City Council is scheduled to adopt Ordinance establishing a regulatory permit framework related to Palmistry permits, which shall be effective 30 days after adoption, being January 2, 2026 ; and

WHEREAS, on November 18, 2025, the City Council adopted Resolution _ establishing fees related to Palmistry Permits: 1) Application Fee and 2) Background Investigation Fee which replaced the Palmistry License Fee, which shall be effective January 2, 2026, consistent with the adoption of the above mentioned ordinance; and

WHEREAS, on November 18, 2025, the City Council introduced an Ordinance amending Chapter 4.20, which will create a regulatory permit framework related to Massage Establishment permits; and

WHEREAS, on December 2, 2025, the City Council is scheduled to adopt an Ordinance
which will create a regulatory permit framework related to Massage Establishment permits which shall be effective 30 days after adoption, being January 2, 2026 ; and

WHEREAS, on November 18, 2025, the City Council adopted Resolution___ establishing fees related to Massage Establishment permits: 1) Application Fee and 2) Background Investigation Fee required for permit applicants who are not certified by the California Massage Therapy Council, which shall be effective January 2, 2026, consistent with the adoption of the above mentioned ordinance ; and

WHEREAS, the proposed Citywide Master Fee Schedule reflects the addition of these newly established Permit application and Background investigation fees; and

WHEREAS, on November 18, 2025, the City Council held a public hearing where all interested parties were able to provide public comment; and

WHEREAS, The City has given notice of the proposed fee additions, as reflected in the Schedule, as required by Government Code Section 66016, including sending notices to interested parties who filed a written request for such notice with the City; and

WHEREAS, The City also made available to the public relevant data, on the City's website (link: ADD), ten days prior to the upcoming Council meeting, and gave notice by publication, pursuant to Government Code Sections 66018 and 6062a; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRACY AS FOLLOWS:

1. Approval and Adoption: The City Council hereby approves and adopts the proposed Citywide Master Fee Schedule, attached as Exhibit 1, effective January 2, 2026; and

2. Rescission of Prior Resolution: Effective January 2, 2026, Resolution No. 2025-096 is hereby rescinded.

* * * * * * * *

The foregoing Resolution was adopted by the Tracy City Council on November 18, 2025, by the following votes:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of
the City of Tracy, California

November 18, 2025

Agenda Item 5.A

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution (1) adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2026; and (2) authorizing all City Boards, Committees, and Commissions to adopt the City Council's 2026 Legislative Recess Periods as Indicated in the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2026

EXECUTIVE SUMMARY

Section 2.04.020 of the Tracy Municipal Code establishes the meeting days and times for regular City Council meetings. The City Clerk's Office has drafted a 2026 regular meeting calendar for the City Council, outlined in Exhibit 1 to the proposed Resolution, to ensure compliance with the Municipal Code and allow for effective planning and agenda management. To facilitate the orderly conduct of City business, management of staffing and meeting quorum requirements, and compliance with local and state regulations, staff recommends that the City Council adopt a Resolution (1) adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2026; and (2) authorizing all City Boards, Committees, and Commissions to adopt the City Council's 2026 Legislative Recess Periods as Indicated in the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2026.

BACKGROUND AND LEGISLATIVE HISTORY

Pursuant to Tracy Municipal Code 2.04.020, regular meetings of the City Council shall be held at 7:00 p.m. on the first and third Tuesday of each month, in Council Chambers located at 333 Civic Center Plaza, Tracy, CA 95376. Adoption of a regular meeting calendar, as prescribed by the Municipal Code, allows for appropriate planning, provides opportunities for legislative recess periods, and establishes confirmed regularly scheduled meetings at which the City Council may consider those legislative actions that may only be heard at such meetings, per state law.

In addition to regular meetings, special meetings and workshops may be scheduled as needed at the request of the City Manager, Mayor, or a majority of City Council Members, as permitted by the Council Meeting Protocols and Rules of Procedure.

Previously, the City Council has cancelled certain meetings due to holiday periods and overlapping state and local events of importance, such as general elections and National Night Out (an annual event that occurs on the first Tuesday in August), to appropriately manage staffing and meeting quorum requirements.

To effectuate their intended purpose, if adopted, the legislative recess periods indicated in the proposed 2026 regular meeting calendar for the City Council should apply to all City Boards, Committees, and Commissions. Special meetings of City Boards, Committees, and Commissions may be scheduled as needed and permitted by each respective meeting body's bylaws.

The proposed 2026 regular meeting calendar for the City Council establishes the regular meetings of the City Council to be held at 7:00 p.m. on the first and third Tuesday of each month of calendar year 2026, in accordance with Tracy Municipal Code 2.04.020, and excludes the following potential regular meeting dates due to overlapping state and local events of importance and legislative recess periods:

- Tuesday, January 6, 2026 (Legislative Recess)
- Tuesday, May 5, 2026 (San Joaquin Council of Governments One Voice® trip)
- Tuesday, July 21, 2026 (Legislative Recess)
- Tuesday, August 4, 2026 (National Night Out)

ANALYSIS

The proposed 2026 regular meeting calendar for the City Council ensures compliance with local and state regulations, facilitates the orderly conduct of City business, considers state and local events of importance, and provides opportunities for legislative breaks in the winter and summer. Should a matter rise to a level of urgency requiring a meeting to be held off cycle or during a scheduled legislative recess, a special meeting may be scheduled pursuant to the Council Meeting Protocols and Rules of Procedure as outlined above.

Application of the City Council's 2026 legislative recess periods, as indicated in the proposed regular meeting calendar for the City Council, to all City Boards, Committees, and Commissions allows for effective management of staffing and meeting quorum requirements.

FISCAL IMPACT

There are no fiscal impacts related to the actions requested of the City Council in this staff report, except operational expenses.

STRATEGIC PLAN

This agenda item is a routine administrative function that does not relate specifically to the City Council's 2025-2027 strategic priorities. However, adoption of a regular meeting calendar for the City Council for calendar year 2026 would assist with planning and implementation of the City Council's 2025-2027 strategic priorities.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution (1) adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2026; and (2) authorizing all City Boards, Committees, and Commissions to adopt the City Council's 2026 Legislative Recess Periods as Indicated in the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2026.

Prepared by: April B. A. Quintanilla, City Clerk

Reviewed by: Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

(1) ADOPTING THE REGULAR MEETING CALENDAR OF THE TRACY CITY COUNCIL FOR CALENDAR YEAR 2026; AND

(2) AUTHORIZING ALL CITY BOARDS, COMMITTEES, AND COMMISSIONS TO ADOPT THE CITY COUNCIL'S 2026 LEGISLATIVE RECESS PERIODS AS INDICATED IN THE REGULAR MEETING CALENDAR OF THE TRACY CITY COUNCIL FOR CALENDAR YEAR 2026

WHEREAS, Pursuant to Tracy Municipal Code 2.04.020, regular meetings of the City Council shall be held at 7:00 p.m. on the first and third Tuesday of each month, in Council Chambers located at 333 Civic Center Plaza, Tracy, CA 95376; and

WHEREAS, adoption of a regular meeting calendar, as prescribed by the Municipal Code, allows for appropriate planning, provides opportunities for legislative recess periods, and establishes confirmed regularly scheduled meetings at which the City Council may consider those legislative actions that may only be heard at such meetings, per state law; and

WHEREAS, in addition to regular meetings, special meetings and workshops may be scheduled as needed at the request of the City Manager, Mayor, or a majority of City Council Members, as permitted by the Council Meeting Protocols and Rules of Procedure; and

WHEREAS, to effectuate their intended purpose, if adopted, the legislative recess periods indicated in the proposed 2026 regular meeting calendar for the City Council should apply to all City Boards, Committees, and Commissions. Special meetings of City Boards, Committees, and Commissions may be scheduled as needed and permitted by each respective meeting body's bylaws; and

WHEREAS, the proposed 2026 regular meeting calendar for the City Council ensures compliance with local and state regulations, facilitates the orderly conduct of City business, considers state and local events of importance, and provides opportunities for legislative breaks in the winter and summer; and

WHEREAS, staff recommends that the City Council adopt the proposed regular meeting calendar for calendar year 2026 as outlined in Exhibit 1; now, therefore, be it

RESOLVED: that the City Council of the City of Tracy hereby finds and determines that the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City; and be it further

RESOLVED: that the City Council of the City of Tracy hereby adopts the calendar of meetings set forth in Exhibit 1 to this Resolution as the regular meeting calendar of the Tracy City Council for calendar year 2026; and be it further

RESOLVED: that the legislative recess periods indicated in the regular meeting calendar of the Tracy City Council for calendar year 2026 will apply to all City Boards, Committees, and Commissions; and be it further

RESOLVED: that nothing outlined in this Resolution prevents the City Council or City Boards, Committees, and Commissions from scheduling a special meeting or cancelling a regularly scheduled meeting, otherwise in accordance with local and state laws or bylaws of the meeting bodies.

* * * * * * * * * * * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 18th day of November, 2025 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit 1 – Tracy City Council 2026 Regular Meeting Calendar

EXHIBIT 1

TRACY CITY COUNCIL 2026 REGULAR MEETING CALENDAR		
Date	**Time**	**Location**
January 1, 2026-January 12, 2026	Legislative Recess Period	
January 20, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
February 3, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
February 17, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
March 3, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
March 17, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
April 7, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
April 21, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
May 19, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
June 2, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
June 16, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376

Date	Time	Location
July 7, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
July 8, 2026-August 17, 2026	Legislative Recess Period	
August 18, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
September 1, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
September 15, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
October 6, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
October 20, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
November 3, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
November 17, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
December 1, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376
December 15, 2026	7:00 p.m.	Tracy City Hall, Council Chambers 333 Civic Center Plaza Tracy, CA 95376

November 18, 2025

Agenda Item 5.B

RECOMMENDATION

Staff recommends that the City Council vote in favor of sending a letter to Governor Gavin Newsom to support building a new Tracy Courthouse.

EXECUTIVE SUMMARY

The New Tracy Courthouse project remains on indefinite hold due to the state's ongoing budget constraints. Despite its designation as an "immediate needs" project, funding for the performance criteria phase was not included in the Governor's most recent budget proposal, and the project has been deferred to a future fiscal year. This delay continues to impact access to justice for residents in the Tracy area and places additional strain on surrounding court locations.

BACKGROUND AND LEGISLATIVE HISTORY

The Tracy Branch Court has been closed since October 3, 2011, and its reopening is contingent upon the construction of the new courthouse. The project was previously approved and included in the state's capital infrastructure plan but has been delayed solely due to fiscal constraints—not due to any question of merit. The closure has created significant burdens on nearby courthouses, increased travel times for litigants and witnesses, and limited access to justice for residents in the southern part of the county.

The Court has demonstrated its commitment by saving funds for the buildout of additional courtrooms and has worked closely with the Judicial Council to advance the project when funding becomes available. Most notably, Presiding San Joaquin County Judge Gus Barrera appeared before both the Senate and Assembly Budget Subcommittees to advocate for the project's funding and to emphasize its importance to the region.

ANALYSIS

A new Tracy Courthouse will be beneficial not only for residents (who will have closer and easier access to judicial resources) and staff (who will not have to travel to Manteca or Stockton for select matters), but also nearby South County residents. In addition, courthouses bring an economic boom to areas, as legal counsel, their clients (and family members), and staff will work and spend time in the City of Tracy. The current area of the old courthouse sits empty, and thus is the perfect location for a two-story, two-courtroom courthouse.

FISCAL IMPACT

This action will have no fiscal impact on the City.

PUBLIC OUTREACH / INTEREST

No public outreach was conducted.

STRATEGIC PLAN

This action supports the following City Council Strategic Priority:

- Economic Development Goal 1: Support business attraction and retention.
- Public Safety Goal 4: Expand public safety facilities to reflect population growth and community demand.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council vote in favor of sending a letter to Governor Gavin Newsom to support building a new Tracy Courthouse.

Prepared by: L. David Nefouse, City Attorney

Reviewed by: Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENT A – Letter to Governor

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

TRACY CITY COUNCIL

MAIN 209.831.6000
FAX 209.831.6120
www.cityoftracy.org

November 18, 2025

The Honorable Gavin Newsom
1021 O Street, 9th Floor
Sacramento, CA 95814

Re: Request for Funding for the City of Tracy Courthouse Project

Dear Governor Newsom,

The City of Tracy City Council is writing to respectfully urge you to include in your proposed 2026-27 budget an allocation of $2.9 million one-time General Fund dollars for the Performance Criteria phase of the New Tracy Courthouse in San Joaquin County, as you did in your January 10 proposal for the 2025-26 budget. We thank you for your recognition of the importance of beginning the construction for this courthouse, and hope to see the proposed funding in your budget this coming year. The proposed new courthouse project will provide construction of a new, two-story, two-courtroom courthouse of approximately 28,000 square feet in the City of Tracy in an area that used to house the old courthouse, but is currently not being occupied. The location of this courthouse – adjacent to the City of Tracy City Hall and the City of Tracy Police Department Headquarters – will serve as an ideal location for not only Tracy residents, but also all residents of South San Joaquin County ("South County") to have access to justice.

Tracy is the second most populated city in San Joaquin County and the largest city in South County. It is home to nearly 100,000 people. South County is the fastest-growing population in San Joaquin County, representing approximately 33% of the county's population. This growth can be attributed to many individuals from the Bay Area seeking affordable housing and lower living costs, as well as the region's proximity to major employment hubs in Silicon Valley making it an attractive location for commuters. Poor public transportation options, long travel times due to distance, and increasing traffic congestion make it difficult for the public to access court services, further emphasizing the need for a new courthouse in Tracy. Additionally, this investment provides the neighboring cities of Mountain House and Lathrop with equitable access to services by reducing commute and wait times for their cases to be heard.

Since 2011, Tracy has not had an operational courthouse. The closure has created significant burdens on nearby courthouses, increased travel times for litigants and witnesses, and limited access to justice for residents in South County. Budget setbacks, including a $2.1 million budget cut in the County of San Joaquin's judicial system, resulted in the court's closure. Consequently,

constituents living in an already heavy commuter district, are having to drive upward of 45 minutes to the nearest courthouse. Neighboring cities like Lodi, with smaller populations than Tracy still have operating courthouses. Cases have to be funneled to neighboring courts in Stockton and branch locations in Manteca, Lodi, and French Camp. All of the State's court facilities are currently experiencing overcrowding, which slows court processes, increases staff workload, and compromises the quality of services available to the public. Poor public transportation options and long travel times exacerbate these issues, making it difficult for residents to access court services efficiently.

It is also worth mentioning that this project was previously approved and included in the state's capital infrastructure plan but has been delayed solely due to fiscal constraints—not due to any question of merit. In San Joaquin County, the Court has demonstrated its commitment by saving funds for the buildout of additional courtrooms and has worked closely with the Judicial Council to advance the project when funding becomes available.

Funding the Tracy courthouse would be a step to restoring equity in service among the people of Tracy and neighboring cities. In the Senate Budget Subcommittee #5 hearing agenda on 2/27 the LAO notes that the selection of the new Tracy courthouse is generally reasonable as it is the next project in line to be funded when following the judicial branch's 2019 ranked list of facility project needs. This project is an immediate need project (highest priority category) that would replace four vacant, outdated, and unsafe facilities.

For these reasons, we respectfully urge you to include a one-time allocation of $2.9 million in your upcoming proposed 2026-27 budget for the new Tracy Courthouse.

Sincerely,

CITY OF TRACY, CITY COUNCIL

CC: Governor's Office
CA Department of Finance
CA Judicial Council

November 4, 2025

Agenda Item 5.C

RECOMMENDATION

Staff recommends that the City Council receive an informational update on the current status of the Valley Link rail project.

EXECUTIVE SUMMARY

The City of Tracy is a member agency of the Tri-Valley-San Joaquin Valley Regional Rail Authority, known as Valley Link. Since Valley Link's inception, there have been various changes to the scope of work and cost of the proposed initial operating segment of the project. Valley Link representatives will provide an update to the City of Tracy on the current status of the project and its updated estimated timelines.

BACKGROUND AND LEGISLATIVE HISTORY

The California Legislature adopted Assembly Bill (AB) 758 in 2017 to establish the Tri-Valley-San Joaquin Valley Regional Rail Authority, known as Valley Link, "to plan and help deliver a cost effective connection from the San Joaquin Valley to the Bay Area Rapid Transit District's rapid transit system and the Altamont Corridor Express in the Tri-Valley, to address regional economic and transportation challenges." A board of directors representing the following fifteen entities governs Valley Link: Bay Area Rapid Transit District (BART), the San Joaquin Regional Rail Commission; the Livermore Amador Valley Transit Authority; the counties of Alameda and San Joaquin; and the cities of Danville, Dublin, Lathrop, Livermore, Manteca, Mountain House, Pleasanton, San Ramon, Stockton, and Tracy.

Representatives from the City of Tracy's City Council have served on the Valley Link Board since its inception and provided input to the project as it developed.

ANALYSIS

Valley Link representatives will provide the City of Tracy updates on the current status of the project including updated cost estimates and an updated timeline to construct the initial operating segment of the project.

FISCAL IMPACT

There is no fiscal impact to the City of Tracy from receipt of this informational update.

STRATEGIC PLAN

This item supports the City Council's Economic Development Goal 2: Support policies and funding to enhance and expedite the development of multimodal transportation systems including rail, transit, and airport projects.

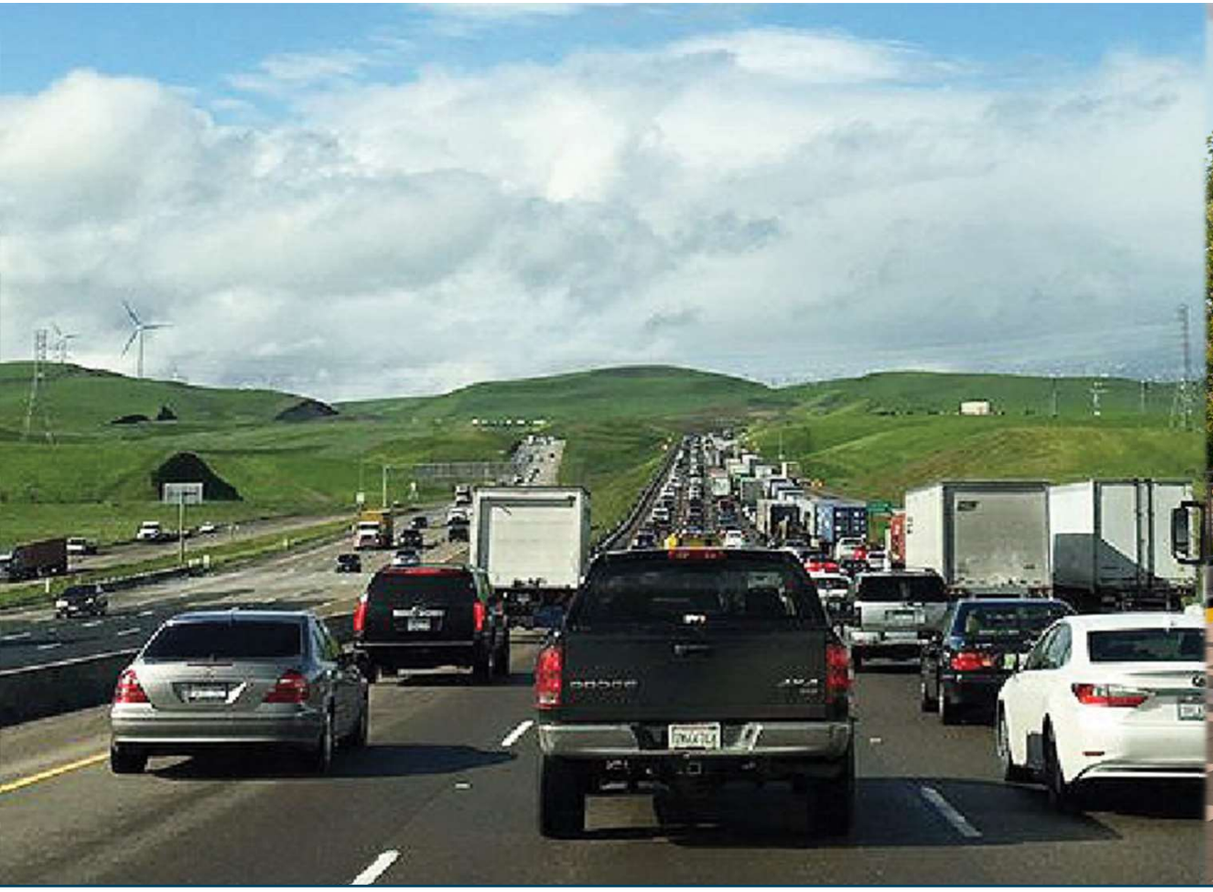
ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council receive an informational update on the current status of the Valley Link rail project.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: Anush Nejad, Public Works Director
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager





ValleyLink

Connecting People, Housing, and Jobs

Valley Link Project Update

SJ Valley Legislative Caucus

August 26, 2025

History of Megaregional Partnership

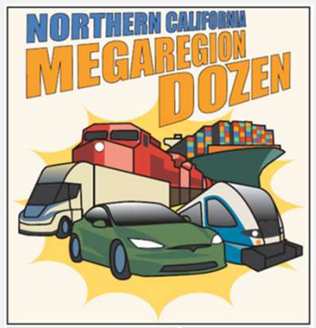
Regional Rail Advisory Group

Working Group Presentation and Discussion

February 10, 2016

Megaregion Dozen Projects

Handout - Agenda Item 3b



1. Valley Link Passenger Rail Buildout
2. I-80 and U.S. 50 Yolo Managed Lanes
3. ACE/San Joaquins: Valley Rail Program
4. I-5 Sacramento Managed Lanes
5. San Joaquin Passenger Rail Improvements
6. Capitol Corridor: South Bay Connect
7. Capitol Corridor: Sacramento-Roseville Third Track
8. Interstate 205 Managed Lanes
9. SR-99/ SR-120 Connector Project
10. Central Valley Gateway
11. Alameda County Rail Safety Enhancement Program
12. Hercules Hub

mtc.ca.gov sacog.org sjcog.org

Altamont Corridor Vision Phase 1:
Valley Link, Improved ACE, Shared Altamont Pass

$1.9 billion (FY19) requested in FASTER Bay Area Measure

What is the Altamont Corridor Vision?

The Altamont Corridor that connects the San Joaquin Valley to the Bay Area is one of the **most heavily traveled, most congested, and fastest growing corridors** in the Northern California megaregion. The Bay Area Council estimates that Altamont Corridor (I-580) **congestion will increase an additional 75%** between 2016 and 2040. To achieve state and regional environmental and economic development goals, robust passenger rail alternatives are needed in the Altamont Corridor to increase mobility by providing a sustainable transportation option, provide greater connectivity, and a better quality of life and access to jobs, educational opportunities and health care facilities.





The **Altamont Corridor Vision Phase 1** Improvement Program is the result of a partnership between San Joaquin Regional Rail Commission (Altamont Corridor Express [ACE]), Tri-Valley-San Joaquin Valley Regional Rail Authority (Valley Link), and San Joaquin Joint Powers Authority (San Joaquins). The Bay Area improvements of this Phase 1 Program include **$1.1 billion** (FY19) for the implementation of 8.6 miles of new alignment through the Altamont Pass (between Greenville Road and the San Joaquin County Line) to be used by both ACE and Valley Link services. This new alignment through the Altamont Pass would include a 3.5 mile tunnel and enable speeds up to 125 mph which would **decrease train travel times through the Altamont Pass by 11-15 minutes**. Bay Area Phase 1 improvements also include **$600 million** (FY19) to fund equipment and the additional infrastructure needed to complete the Valley Link service between Dublin/Pleasanton BART and Livermore. In the near-term, the Tri-Valley – San Joaquin Valley Regional Rail Authority anticipates running **25 Valley Link daily round-trips between Dublin/Pleasanton BART and the North Lathrop Transfer Station in San Joaquin County**. In addition, Phase 1 also includes **$200 million** (FY19) for new ACE equipment and Bay Area station/alignment improvements for two additional ACE round-trips between the San Joaquin Valley and San Jose.

The Altamont Corridor Vision Phase 1 Improvement Program will provide safe, frequent, and reliable regional rail service by modernizing passenger rail in the Altamont Corridor. The vastly improved infrastructure through the Altamont Pass would be separated from freight, double tracked, grade separated, and enable fast (up to 125 mph maximum speeds), and frequent service. The Altamont Corridor Vision Phase 1 Improvement Program is the **first step** towards the completion of the **Altamont Corridor Vision** which is consistent with the 2018 State Rail Plan, 2007 MTC Regional Rail Plan, MTC Resolution 3829 from 2007, and the CHSRA's Altamont Corridor Rail Project.

ACE | San Joaquin Regional Rail Commission | San Joaquin Joint Powers Authority | Valley Link | Tri-Valley • San Joaquin Valley Regional Rail Authority

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Assembly Bill No. 758

CHAPTER 747

An act to add Chapter 8 (commencing with Section 132651) to Division 12.7 of the Public Utilities Code, relating to transportation.

[Approved by Governor October 13, 2017. Filed with Secretary of State October 13, 2017.]

LEGISLATIVE COUNSEL'S DIGEST

AB 758, Eggman. Transportation: Tri-Valley-San Joaquin Valley Regional Rail Authority.

Existing law provides for the creation of statewide and local transportation agencies, which may be established as joint powers authorities or established expressly by statute. Existing law establishes the Bay Area Rapid Transit District, which is authorized to acquire, construct, own, operate, control, or use rights-of-way, rail lines, bus lines, stations, platforms, switches, yards, terminals, parking lots, and any and all other facilities necessary or convenient for rapid transit service.

This bill would establish the Tri-Valley-San Joaquin Valley Regional Rail Authority for purposes of planning, developing, and delivering cost-effective and responsive transit connectivity between the Bay Area Rapid Transit District's rapid transit system and the Altamont Corridor Express commuter rail service in the Tri-Valley, that meets the goals and objectives of the community, as specified. The bill would require the authority's governing board to be composed of 15 representatives. The bill would specify the powers and duties of the authority and would require the unencumbered balance of all local funds programmed for completion of the Bay Area Rapid Transit District's Livermore extension or that have otherwise been identified for the connectivity to be transferred to the authority, except as specified. The bill would authorize the authority to pursue any and all sources of funding, but would prohibit the authority from applying for funds available under the Transportation Development Act for which any member entity of the authority may also be an applicant or for which any member entity of the authority is charged with approving applications for funding under that act, without the express written consent of that affected member entity. The bill would require the authority by July 1, 2019, to provide a project feasibility report to the public, to be posted on the authority's Internet Web site, on the plans for the development and implementation of transit connectivity and to submit that report upon completion to specified entities.

By imposing new duties on local governmental entities, this bill would create a state-mandated local program.

Valley Link

Valley Link Project Goals

Connect Communities



Improve connectivity within the Northern California Megaregion, connecting housing, people, and jobs

New Rail Connections to the Valley



Establish rail connectivity between BART's rapid transit system and the Northern San Joaquin Valley

Cost Effectiveness



Pursue project implementation that is fast, cost-effective, and responsive to the goals and objectives of the communities it will serve

Model Sustainability



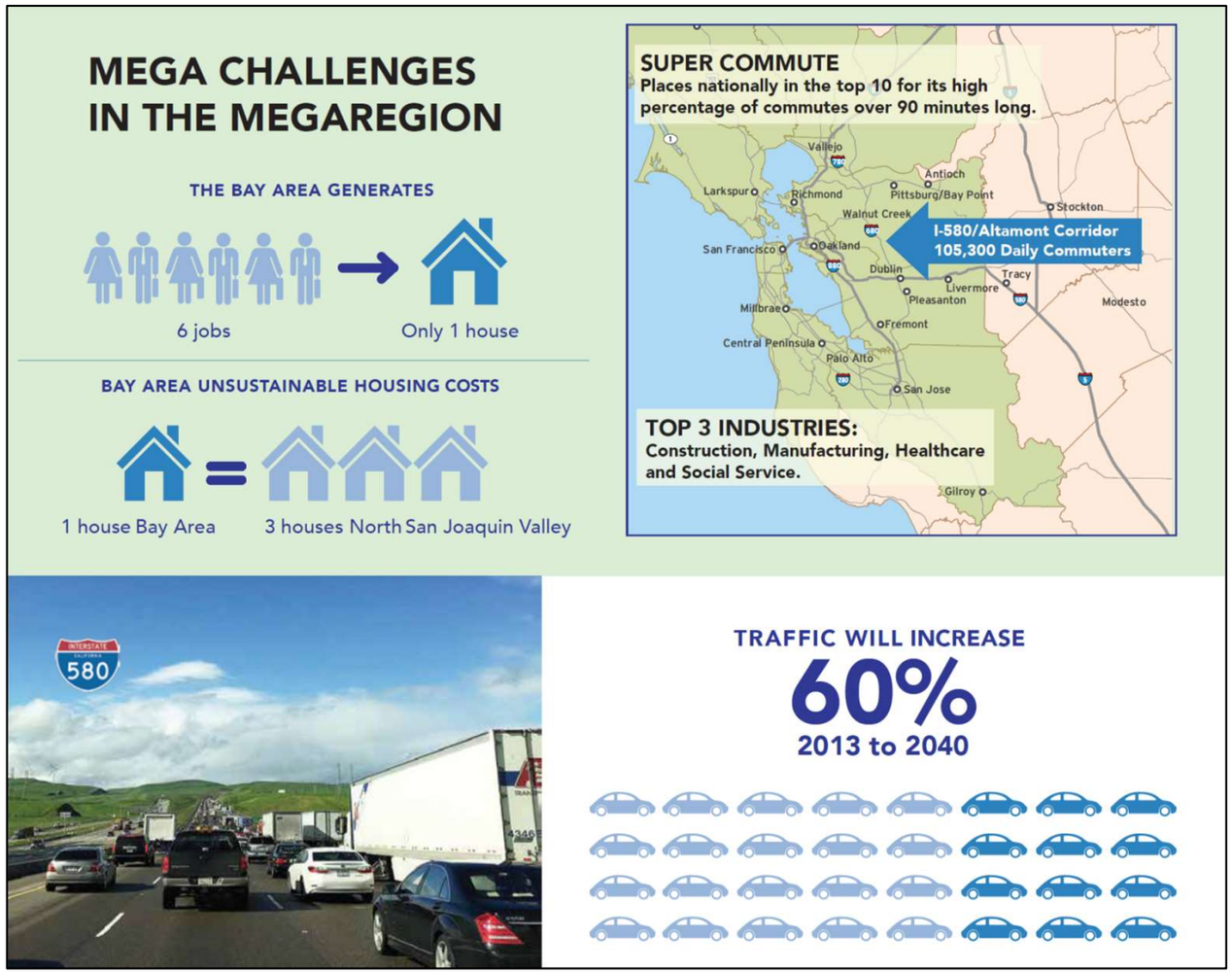
Be a model of sustainability in the design, construction, and operation of the system

Support CA State Rail Plan



Support the vision of the California State Rail Plan to connect the Northern California Megaregion to the State rail system

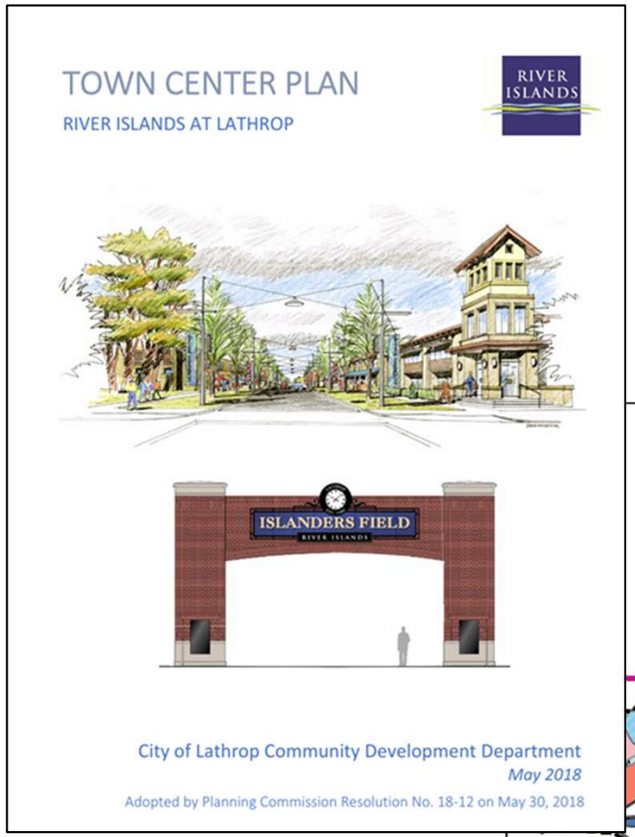
Megaregional Project Need and Benefits



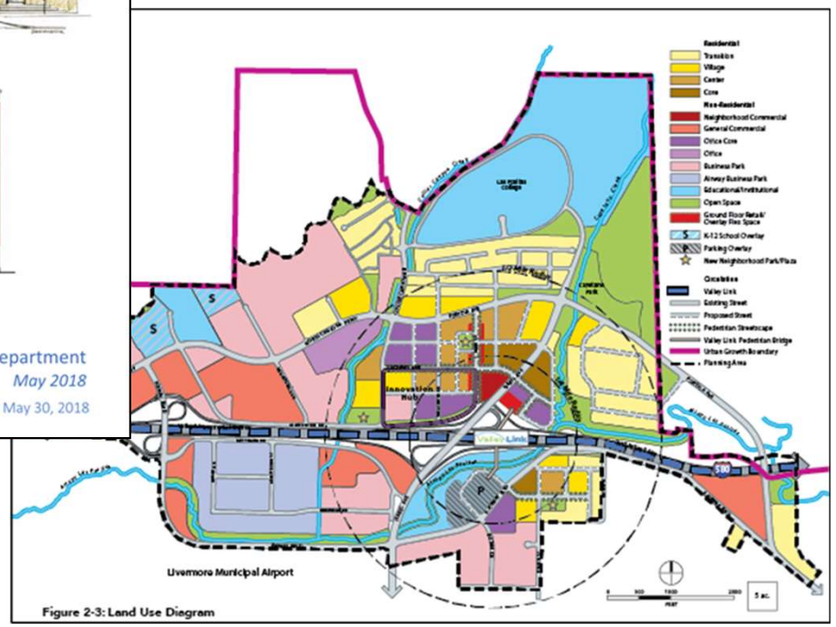
Addresses California's Crises:

- ✓ **Climate**
  - Reduces Greenhouse Gas Emissions
  - Brings new riders to existing transit
  - Provides resiliency in the transportation system
- ✓ **Housing Affordability**
  - Connects affordable housing in Northern San Joaquin Valley to higher paying jobs in Bay Area
- ✓ **Racial Inequity and Income Inequality**
  - Serves one of the State's most significant areas of California Climate Investments Priority Populations for both State designated disadvantage and low-income communities
  - Creates new jobs and promotes economic recovery

Serving the Megaregion's Economic Growth



River Islands at Lathrop
Town Center Plan

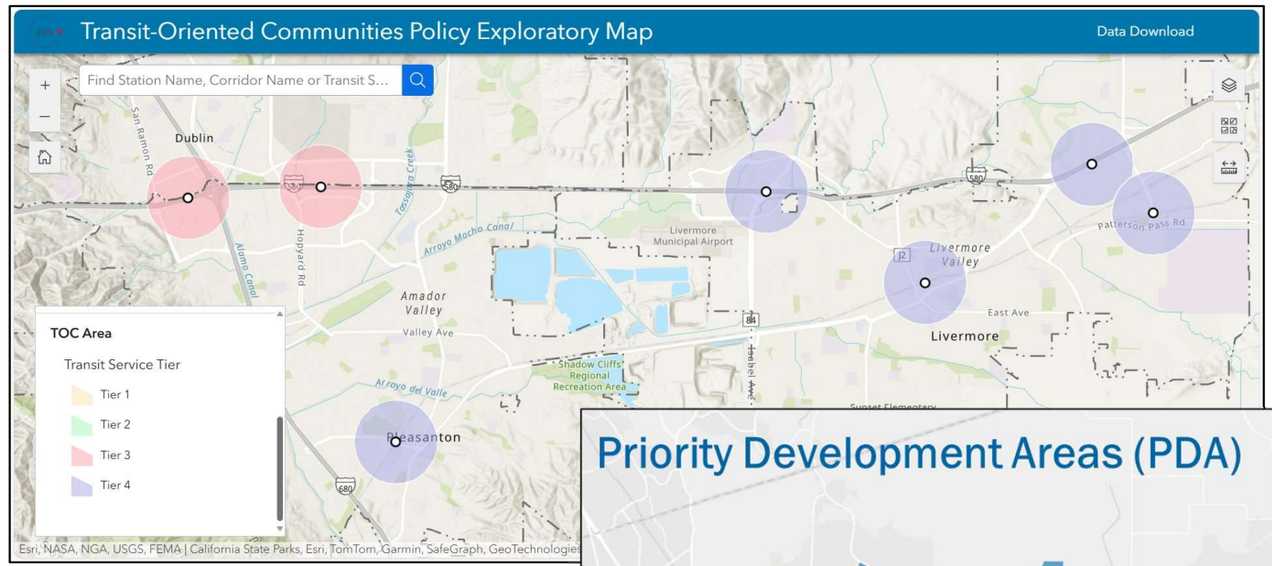


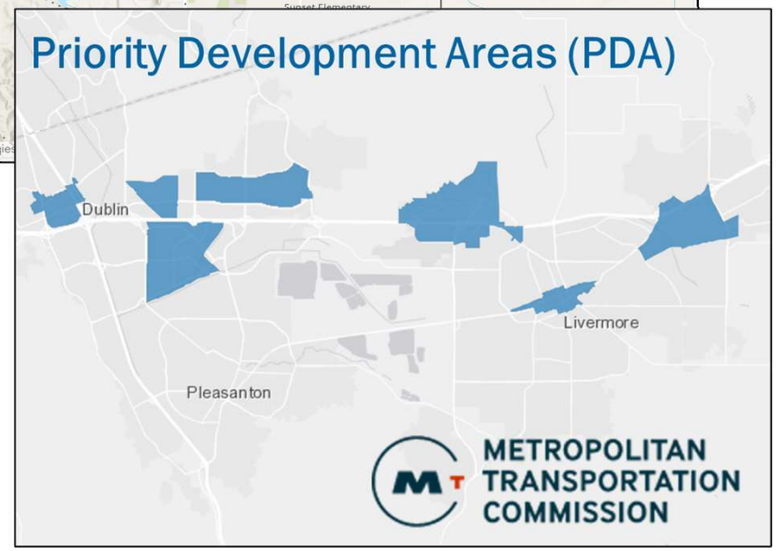
City of Livermore Isabel
Neighborhood Specific Plan

Regional Housing Needs Allocation (2023-2031)	
Dublin	3,719
Pleasanton	5,965
Livermore	4,450
Unincorporated SJ County	5,965
Tracy	8,830
Lathrop	8,402
Manteca	8,306
Stockton	12,673
Total =	**58,310**

Promoting the Megaregion's Growth Policies







ValleyLink

Supporting the Transition to Zero Emission Vehicles



Redlands Arrow Zero Emissions Multiple Unit (ZEMU)

MODULAR VEHICLE CONFIGURATIONS



ADA Accessible Area

General Use Area
- Restroom
- Bicycle Rack
- Ski/Luggage Rack

4 CAR EXAMPLE CONFIGURATION: *SINGLE TRACTION*

SEATING CAPACITY		VEHICLE DIMENSIONS	
FIXED SEATS	194	LENGTH	266' 0.92"
FLIP UP SEATS	28	HEIGHT	14' 0.68"
TOTAL SEATS	222	WIDTH	10' 2.36"

* Number of seats is dependent on vehicle layout



4 CAR EXAMPLE CONFIGURATION: *DOUBLE TRACTION*

SEATING CAPACITY		VEHICLE DIMENSIONS	
FIXED SEATS	388	LENGTH	532'
FLIP UP SEATS	56	HEIGHT	14' 0.68"
TOTAL SEATS	444	WIDTH	10' 2.36"

* Number of seats is dependent on vehicle layout

ValleyLink

Delivering Megaregional Project Performance

The Megaproject Landscape



Plan Bay Area 2050 Tier 1 Projects

Megaproject Advancement Policy Commission Workshop
Day 2 Agenda Item 2

Valley Link

Description

The 26-mile initial operating segment of Valley Link project would construct new commuter rail service connecting San Joaquin County to Dublin Pleasanton BART station, with two additional new Bay Area stations in eastern Alameda County.



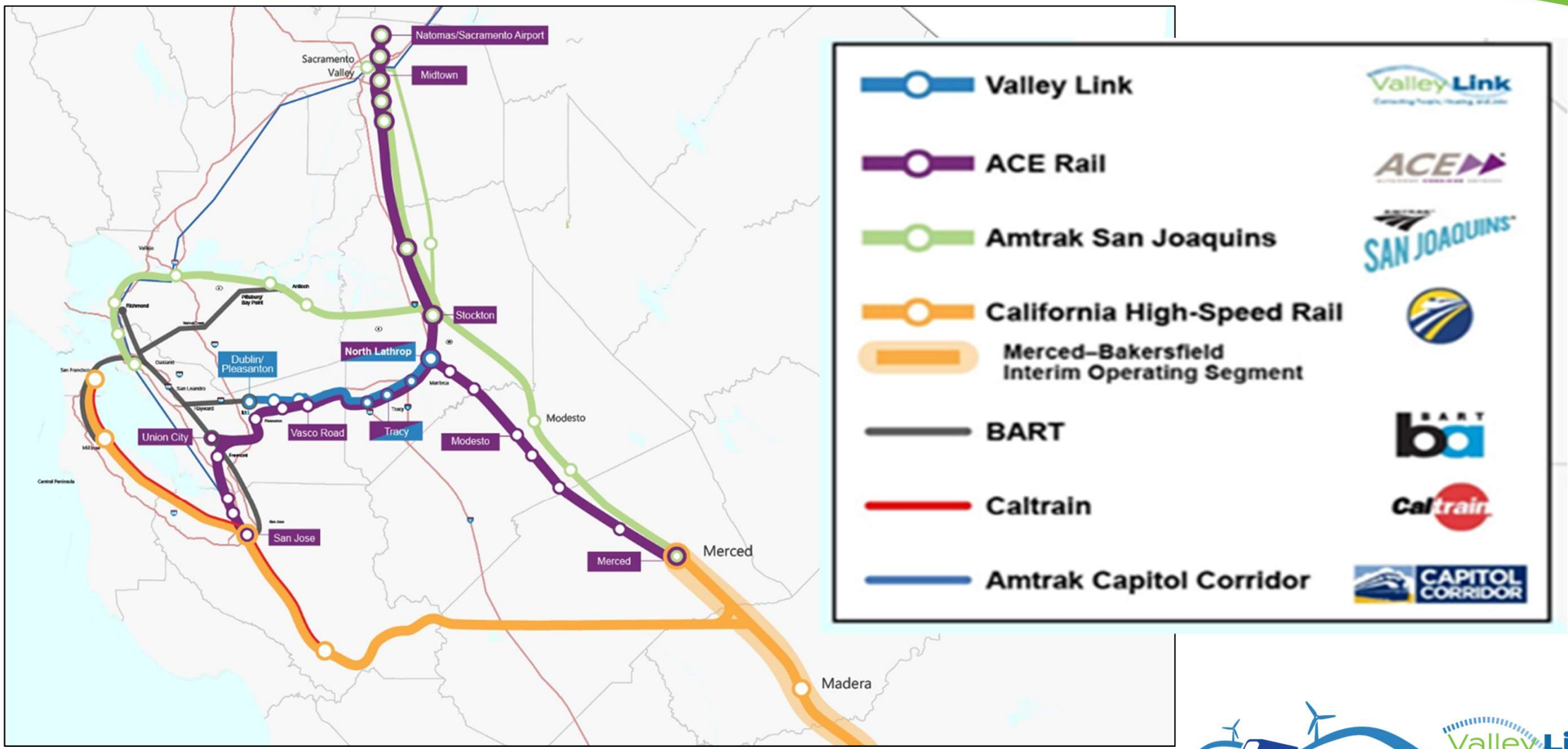
Sequencing

Anticipated Opening Year: 2028 (Tier 1)

PBA2050 Performance

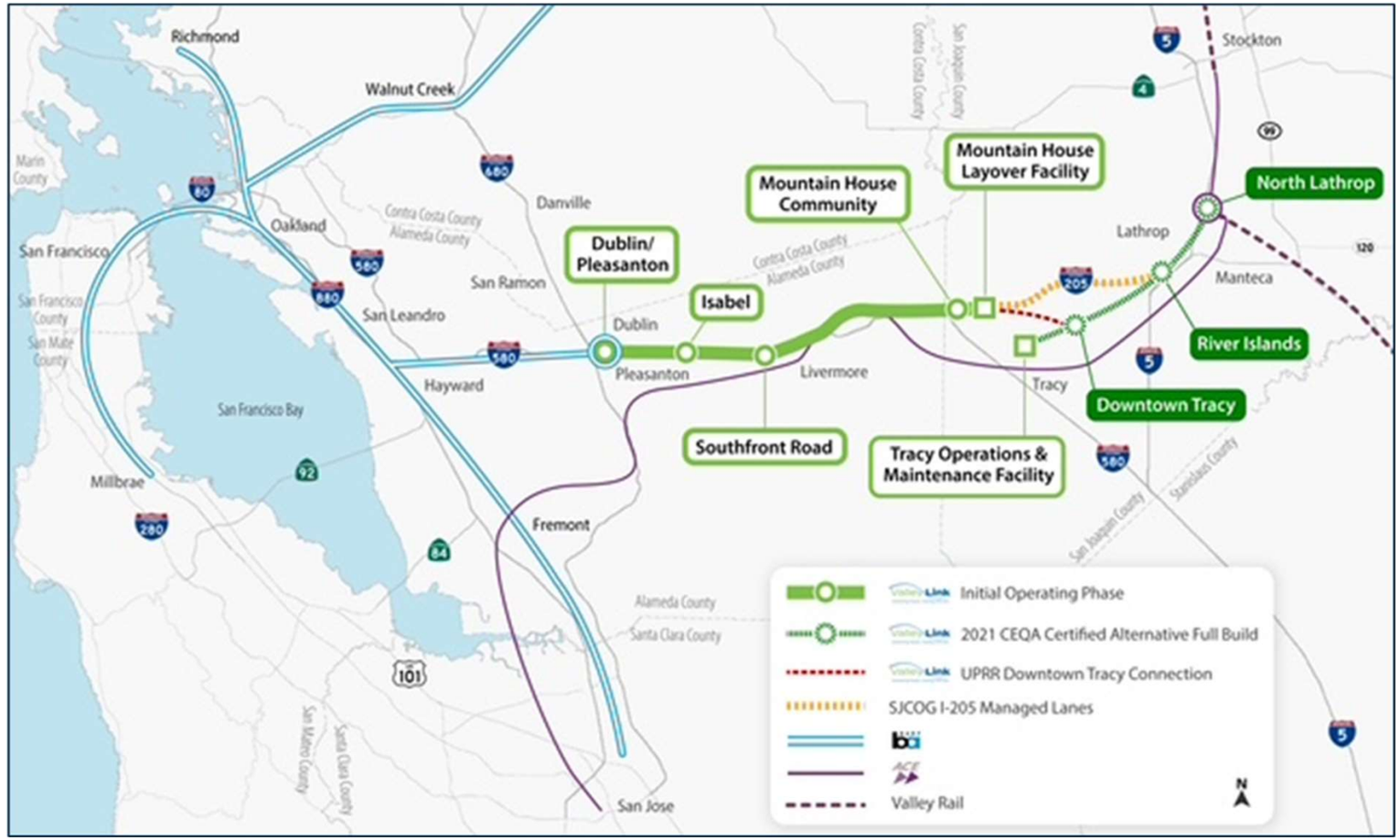
Benefit/Cost | Equity | Guiding Principles

Megaregion Integrated Passenger Rail Services



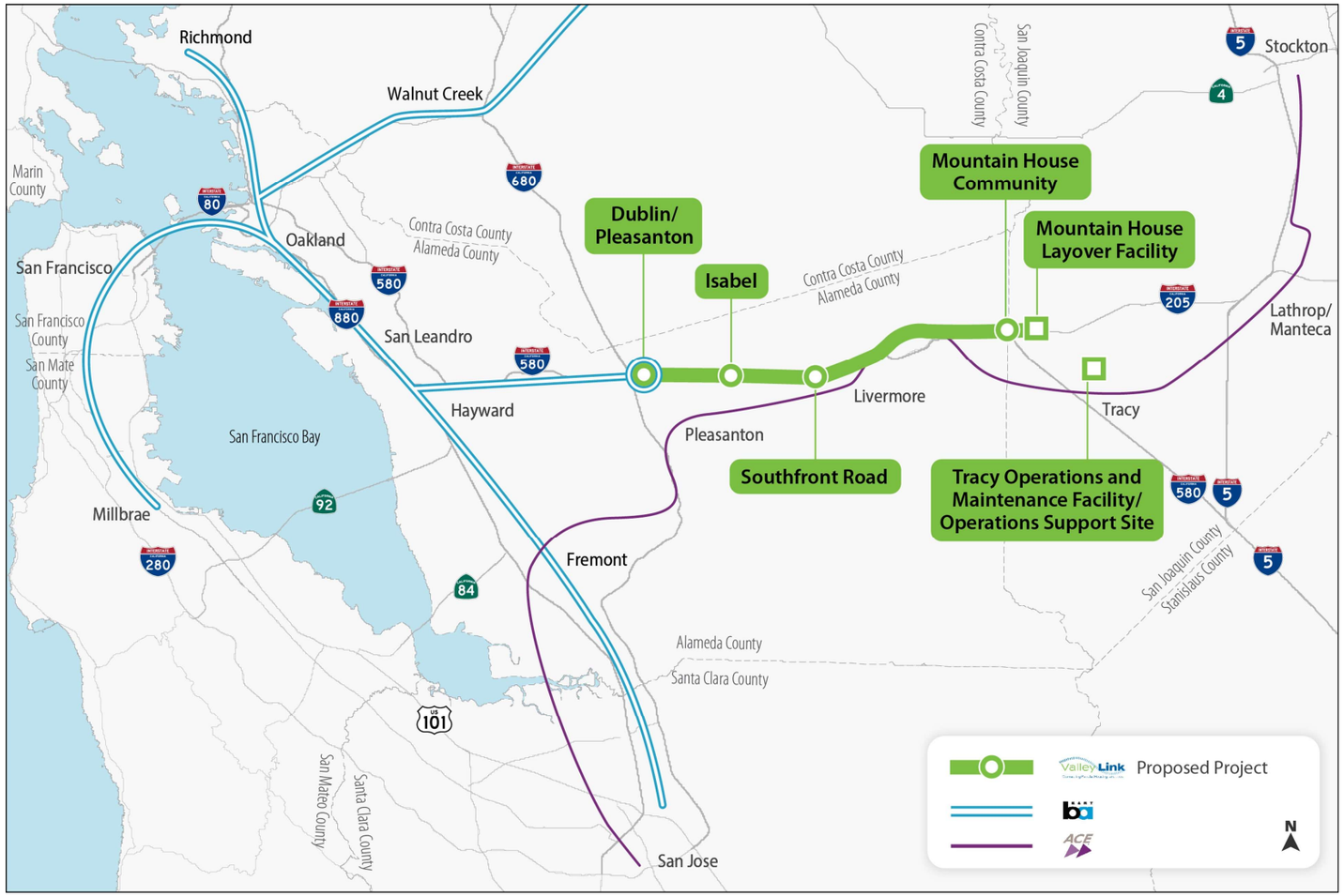
Ultimate Project Overview

- 42-mile Alignment per Board Approved 2021 CEQA EIR
- 2 Delivery Phases
  - Phase 1 – D/P to MH
  - Phase 2 – MH to North Lathrop
- New track and 7 stations
- Mega-Regional Connectivity



Phase 1 – Dublin/Pleasanton to Mountain House

- Board Approved Locally Preferred Alternative (LPA) in 2023
- 22-miles of new track
- 4 Stations
- 15-min peak/ 30-min + off-peak period service
- Layover & Operations, Maintenance Facilities
- ZEMU Vehicle Technology



Project Delivery Progress – Phase 1

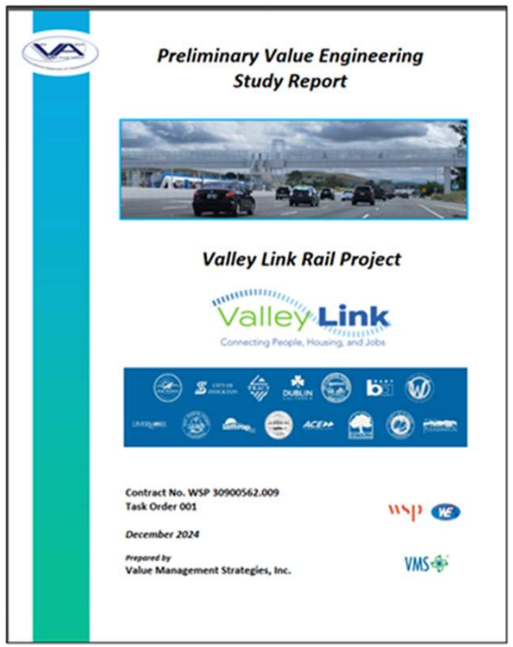
FTA Project Development (PD)

- ✓ Approved entry into PD by FTA - May 2022
- ✓ Adopted D/P to Mountain House as Locally Preferred Alternative - April 2023
- ✓ Approved as NEPA Environmental Assessment (EA) Class of Action by FTA - September 2023
- ✓ 30% design completed - December 2024
- ✓ NEPA EA approved by FTA - May 2025

Caltrans Project Approval and Environmental Document (PAED)

- ✓ PAED Cooperative Agreement signed - August 2022
- ✓ CEQA Subsequent EIR approved - October 2024
- ✓ Engineering technical studies completed - March 2025
- ✓ Draft of Project Report (PR) submitted to Caltrans - April 2025
- ✓ CM/GC Cooperative Agreement (PSE, ROW, Con) - Under development

Value Engineering and Project Optimization

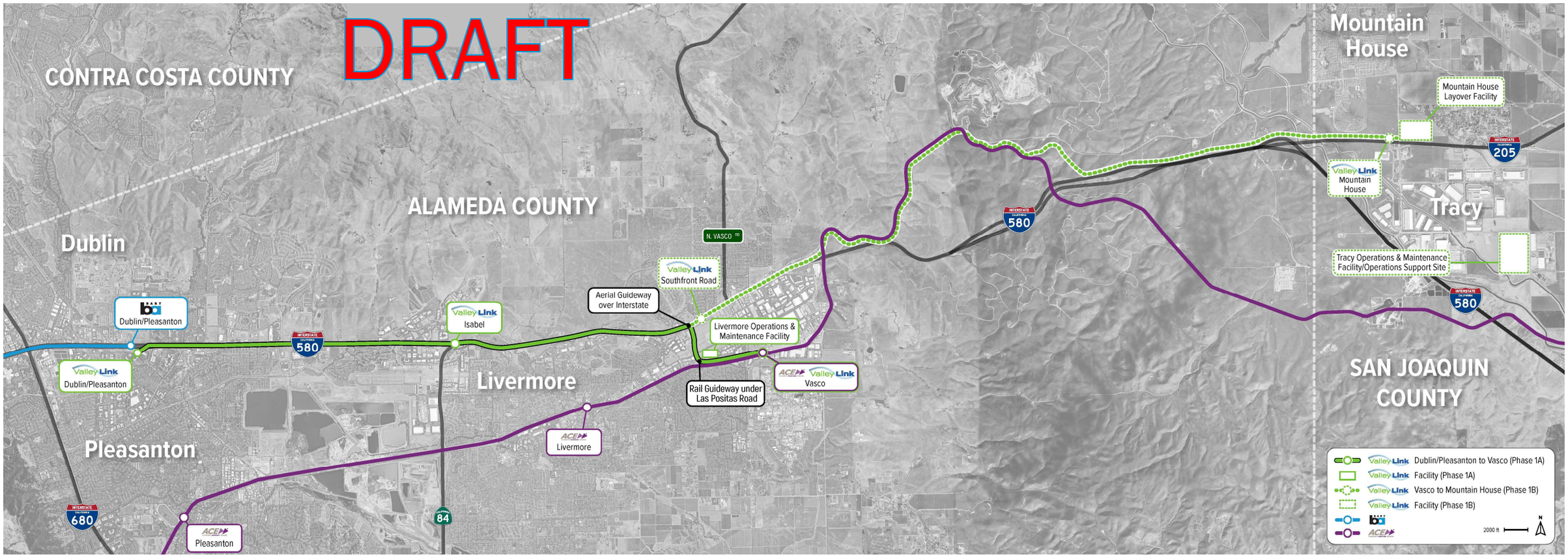


~$500M in potential Value Engineering cost savings identified

Phasing Alternatives		D/P to Mountain House *(10 vehicles)*	D/P to Vasco Direct ACE Connection *(6 vehicles)*	D/P to Southfront Bus ACE Connection *(5 vehicles)*
Total Project Cost ($M, YOE)		$3,794 - $4,465	$2,025 - $2,186	$2,161 - $2,305
FTA Share	**40%**	$1,518 - $1,786	$810 - $875	$928 - $990
	49.4%	$1,874 - $2,206	$1,000 - $1,080	$1,068 - $1,139
Existing Local Funding Match		$635	$635	$635
Additional Funding Need	**FTA @ 40%**	$1,641 - $2,044	$580 - $677	$598 - $680
	FTA @ 49.4%	$1,285 - $1,624	$390 - $471	$459 - $531
Ridership (Weekday, YR 2025/2045)		4,384/9,965	TBD	2,360/5,040

* Total project cost excludes rail vehicles planned as annualized lease

Phasing to Mountain House



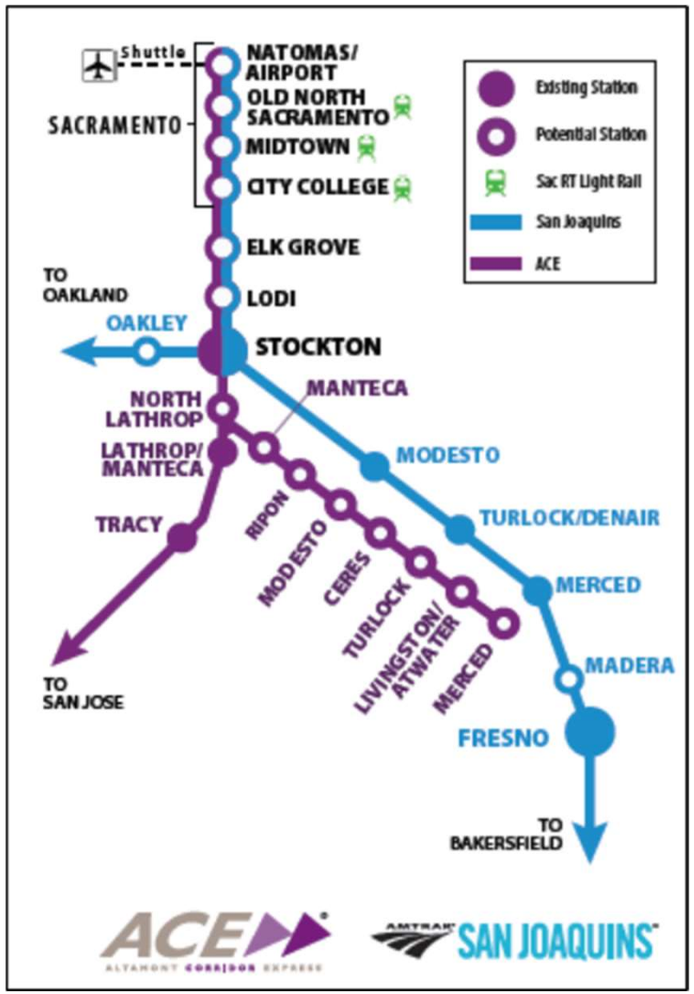
Valley Link Phase 1A to Vasco Road



Project Goals:

- ✓ Connect Communities
- ✓ New Rail Connections to the Valley
- ✓ Cost Effectiveness
- ✓ Model of Sustainability
- ✓ Support CA State Rail Plan

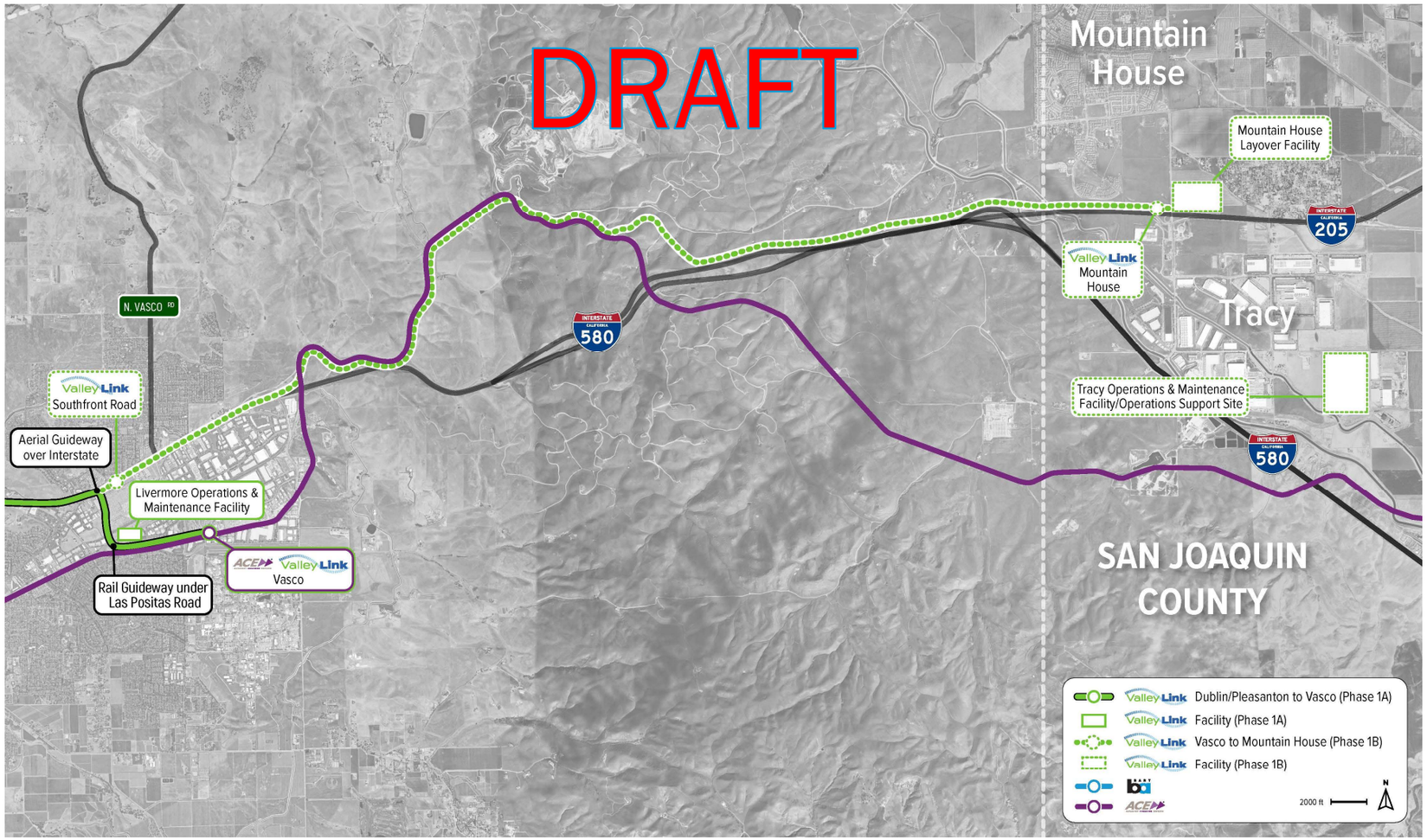
Valley Link Megaregional Connectivity with ACE





Valley Link

Valley Link Phase 1B to Mountain House



Opportunities to Advance Phase 1B to Mountain House

- Support for additional local funding – New SJ County revenue initiative, land value capture, etc.
- Support for TOD planning – FTA grants, etc.
- Advance the Mountain House Regional Mobility Hub – BUILD grant application, other regional funding, etc.

Valley Link Board Action – June 11, 2025

1. Approved consideration of a phased construction delivery strategy of the Valley Link – Dublin/Pleasanton to Mountain House (Phase 1) project with the initial phase from Dublin/Pleasanton to Vasco Road (Phase 1A) and the subsequent phase from Vasco Road to Mountain House (Phase 1B);
2. Approved consideration of the adoption of battery electric multiple unit (BEMU) rail vehicle technology to operate the Dublin/Pleasanton to Vasco Road (Phase 1A) project;
3. Directed staff to seek Federal Railroad Authority (FRA) jurisdiction determination for the Dublin/Pleasanton to Vasco Road (Phase 1A) project as an urban mass transit train control system; and
4. Directed staff to pursue opportunities to advance the Vasco Road to Mountain House (Phase 1B) project.

Next Steps

- Ongoing Partner Agency Coordination
- Project updates to support request to FTA for entry into Engineering
  - ❑ Environmental Update (CEQA + NEPA)
  - ❑ Design Update (including Caltrans Supplemental Project Report)
  - ❑ Cost Estimate, Schedule and Financial Plan Update
  - ❑ Ridership Modeling Update

Thank you



ValleyLink

Connecting People, Housing, and Jobs