

# ORDINANCE NO. 2024-04-02-1601-02

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT AMENDMENT FOR THE PREVIOUSLY APPROVED CANNERY PARK MIXED USE PROJECT LOCATED ON MULTIPLE PARCELS AT 3827 PFC JESSE MIZENER STREET (APNs 122-020-32, -33, -38 and -60)(P21-0435)**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

## **SECTION I. FINDINGS**

Pursuant to SMC section 16.128.080 "Findings and decision," an amendment to the Development Agreement may be approved only if all of the findings of fact listed below, can be made.

- A. The Development Agreement is in the best interest of the City, as it would promote commercial and residential development and employment opportunities associated with those uses.
- B. The Development Agreement complies with the City Development Code and other applicable ordinances and regulations, particularly the regulations of Chapter 16.128 pertaining to development agreements.
- C. The Development Agreement is consistent with the general land uses, objectives, policies, and programs of the General Plan, any applicable specific plan or master development plan. The Development Agreement provides commercial and housing development opportunities in Stockton, consistent with the General Plan goals and policies, including the creation of new housing and jobs.
- D. The Development Agreement will not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare in that projects constructed pursuant to it are required to comply with all health and safety regulations, zoning requirements, infrastructure provision, and General Plan policies.
- E. The Development Agreement complies with the conditions, requirements, restrictions, and terms of section 16.128.060(B) (Preparation and Content - Proposed Development Agreement).
- F. The Development Agreement complies with the provisions of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines in that evaluation of potential impacts have been completed and mitigation measures have been maintained to mitigate all identified impacts to a less-than-significant level.

**SECTION II. DEVELOPMENT AGREEMENT**

Pursuant to SMC section 16.128.070, the Stockton City Council has conducted a public hearing, and hereby approves the Development Agreement for the Delta Cove Project, attached as (Exhibit 1), to be executed, based on the above findings.

**SECTION III. SEVERABILITY**

If any part of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

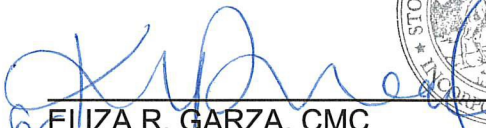
**SECTION III. EFFECTIVE DATE**

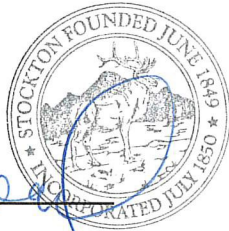
This Ordinance shall take effect and be in full force thirty (30) days after its passage.

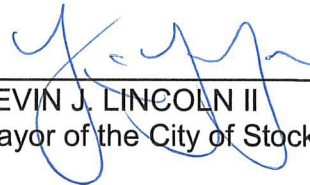
ADOPTED: 2024-04-02

EFFECTIVE: 2024-05-02

ATTEST:

  
\_\_\_\_\_  
ELIZA R. GARZA, CMC  
City Clerk of the City of Stockton



  
\_\_\_\_\_  
KEVIN J. LINCOLN II  
Mayor of the City of Stockton

This document is recorded for the benefit of the City of Stockton and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

When recorded, mail to:

City Attorney's Office  
City of Stockton  
425 North El Dorado St., 2<sup>nd</sup> Floor  
Stockton, CA 95202-1997

THIS SPACE FOR RECORDER'S USE ONLY

**SECOND AMENDED AND RESTATED AGREEMENT  
BY AND BETWEEN THE CITY OF STOCKTON  
AND  
HOLMAN INVESTORS, LLC**

WHEREAS, the Development Agreement ("DA 2-03"), dated September 14, 2004, was authorized by City of Stockton Ordinance No. 022-02, adopted September 14, 2004, effective October 14, 2004, and recorded on October 29, 2004 as Document No. 2004-246441; and

WHEREAS, the First Amended and Restated Agreement to DA 2-03 ("First Amended Agreement"), dated April 19, 2006 was authorized by City of Stockton Resolution No. 06-0164, adopted on March 28, 2006, and recorded on June 29, 2006 as Document No. 2006-141380; and

WHEREAS, the Developer desires to modify the Project such that approximately eighty (80) acres of commercial and high density residential land uses will be subject to a General Plan amendment, a Zoning Map amendment, and a Tentative Subdivision Map (collectively the "Modified Project Property") resulting in three hundred thirty one (331) units of single family detached housing ("New Lots"), and 12.34-acres of multi-family housing, 3.98-acres of parkland, and 1.00-acre of open space; and

WHEREAS, approximately nineteen (19) acres of existing commercial land use will be included with the Modified Project Property in a new Tentative Subdivision Map; and

WHEREAS, Tentative Subdivision Map Cannery Park Large Lots 4, 5 & 6 ("TM 2021") contains Large Lot 4, Large Lot 5, and Large Lot 6 created by the Cannery Park Unit No. 1 Final Map filed on December 12, 2005, in Book 40 of Maps and Plats, at Page 51; and

WHEREAS, the Developer's Modified Project necessitates increased parkland and open space to be provided. City desires the Developer to prepare improvement plans and construct the 3.98-acres of parkland and 1.00-acre of open space (collectively "New Park") in conjunction with development of the New Lots located within Large Lot 5; and

WHEREAS, the economic crisis that started in 2008 and ended in 2017 significantly delayed the progress of the Developer to facilitate the implementation of the General Plan through the development of the Project, thereby realizing the public benefits to City and private benefits to

Developer described in DA 2-03 as amended by the First Amended Agreement and the parties desire to extend the term of DA 2-03, as amended by the First Amended Agreement; and

WHEREAS, the parties have agreed that this SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (DA 2-03) properly reflects their original intent and desire of that said DEVELOPMENT AGREEMENT, DA 2-03, as set forth herein, and shall be duly approved and recorded in the office of the County Recorder of San Joaquin County.

NOW THEREFORE, the parties agree as follows:

1. The Subject Property as described in Exhibit "A" and depicted on Exhibit "B" to DA 2-03 is hereby amended such that Exhibit "B" shall be replaced in its entirety by Exhibit "B-1" attached hereto and incorporated herein by reference.
2. Section 1.3.a of DA 2-03 is revised such that the Term of the Agreement shall extend for a period of thirty (30) years from the Effective Date of DA 2-03 thus extending the Term of DA 2-03 and any amendments thereto by an additional ten (10) years.
3. Section 3.2.c of DA 2-03 is revised such that the Developer shall limit development of the site to a total of not more than one thousand three hundred fifty (1,350) units of single family detached housing, the maximum density allowance for 12.34 acres of high density residential housing, and one hundred sixty thousand (160,000) square feet of commercial building area.
4. The Developer shall prepare improvements plans to construct the New Park in substantial conformance to the Cannery Park Site Plan attached hereto and incorporated herein as Exhibit "C" ("Park Plans"). Upon approval of the Park Plans, which approval shall not be unreasonably withheld and shall be required to comply with adopted City standards and specifications, Developer shall, prior to or in conjunction with submittal of the first final subdivision map within Large Lot 5, commence construction of the New Park as per the Park Plans. The Developer(s) of Large Lot 4, Large Lot 5, and Large Lot 6 shall mutually participate in the full cost of the design and construction of the New Park as a public benefit to the City in consideration for the City approving the Modified Project. The Developer(s) shall be entitled to receive, for costs incurred by the Developer(s), credit against any parkland fees imposed by the City at building permit within the Cannery Park Large Lot 4, Large Lot 5, and Large Lot 6 map areas ("Park Fee Credit") up to the final documented cost to design and construct the New Park ("Park Cost").
5. Upon submittal of a Parcel Map by the Developer, the City shall process the Parcel Map creating bulk sale only parcels for the Village I Parcel, the Village J Parcel, and the Village K Parcel, and dedication parcels for the Lot A Park/Open Space Parcel and the Lot B Basin Parcel as shown on TM 2021.
6. Pursuant to Government Code section 66452.6(a), any Tentative Subdivision Map approved within the Subject Property shall be valid until the expiration of the Term of the Agreement as amended herein.
7. All other provisions of DA 2-03 as amended by the First Amended Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Developer have executed this SECOND AMENDED AND RESTATED AGREEMENT as of the date set forth below.

CITY OF STOCKTON,  
a political subdivision of the State of California

\_\_\_\_\_  
City Manager Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney Date: \_\_\_\_\_

HOLMAN INVESTORS, LLC,  
a California limited liability company

By: H. D. Arnaiz Corporation,  
a California Corporation, its Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Matthew Arnaiz, Secretary

## EXHIBIT "A"

**CANNERY PARK ANNEXATION  
TO THE CITY OF STOCKTON,  
SAN JOAQUIN COUNTY, CALIFORNIA**

All that portion of Sections 1, 2, 11 and 12, Township 2 North, Range 6 East, Mount Diablo Base and Meridian, more particularly described as follows:

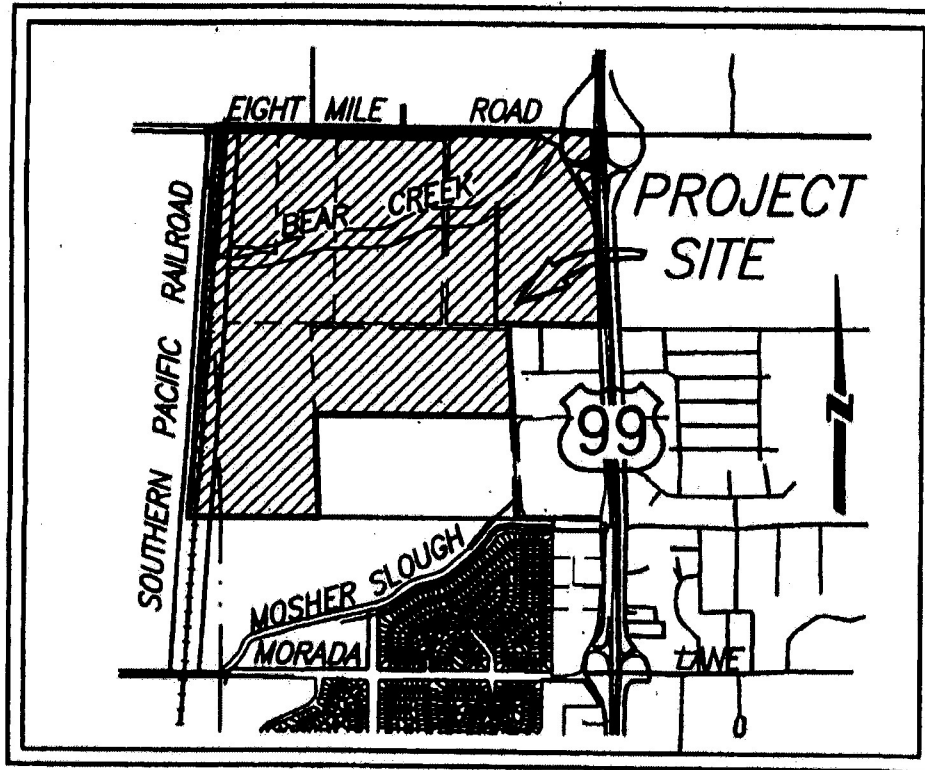
BEGINNING at the southwest corner of said Section 1, said point being on the existing City Limit Line of the City of Stockton;

- 1) thence along said City Limit Line, South  $89^{\circ}59'55''$  West 393.61 feet to the westerly line of Southern Pacific Railroad Company's 100-foot wide right-of-way;
- 2) thence leaving said City Limit Line, along said westerly line of the Southern Pacific Railroad Company's 100-foot wide right-of-way North  $03^{\circ}44'08''$  East 5323.85 feet to the north line of said Section 1;
- 3) thence continue North  $03^{\circ}44'08''$  East 40.06 feet to the northerly right-of-way line of 80-foot wide Eight Mile Road;
- 4) thence along said northerly right-of-way line, 40.00 feet northerly of, measured at right angle to, the north line of said Section 1, South  $89^{\circ}29'36''$  East 2445.82 feet;
- 5) thence continue along said northerly right-of-way line, 40.00 feet northerly of, measured at right angle to, the north line of said Section 1, South  $89^{\circ}30'08''$  East 2537.34 feet;
- 6) thence South  $04^{\circ}02'00''$  East 1055.53 feet;
- 7) thence South  $06^{\circ}36'46''$  East 281.25 feet to an angle point on the easterly right-of-way line of 47.50 foot wide South 99 Frontage Road, as shown on the Relinquishment Map recorded June 24, 1966, in Book 15, Page 27, State Highway Map Book, San Joaquin County Records;
- 8) thence along said easterly line, South  $02^{\circ}50'27''$  East 1347.66 feet to a point of intersection with the easterly prolongation of the southerly line of that certain 111.694 Acre parcel of land as shown on the Map of Survey, filed in Book 25 of Surveys, at Page 42, San Joaquin County Records;
- 9) thence along said easterly prolongation, and the southerly line of said 111.694 Acre parcel, North  $89^{\circ}53'31''$  West 1263.24 feet to the northeast corner of that certain 74.910 Acre parcel of land as shown on the Map of Survey, filed in Book 22 of Surveys, at Page 40, San Joaquin County Records said corner being on the centerline of the 60-foot wide Woodbridge Irrigation District right-of-way, as described in Book "A" of

- Deeds, Volume 58, at Page 215, San Joaquin County Records;
- 10) thence along said centerline, South  $02^{\circ}55'07''$  East 1227.53 feet to the existing City Limit Line of the City of Stockton;
  - 11) thence along the existing City Limit Line, South  $89^{\circ}57'40''$  West 2657.21 feet;
  - 12) thence continue along the existing City Limit Line, South  $02^{\circ}35'56''$  East 1408.96 feet to the south line of said Section 1;
  - 13) thence continue along the existing City Limit Line, also being the south line of said Section 1, North  $89^{\circ}53'54''$  West 1318.18 feet to the point of beginning.

Containing 489.40 Acres more or less.

Bearings used in this description are based on the California Coordinate System-83, Zone III.



**VICINITY MAP**  
NOT TO SCALE

**LINE TABLE:**

LINE	BEARING	DISTANCE
1	S 89°59'55" W	383.61'
2	N 3°44'08" E	5323.85'
3	N 3°44'08" E	40.06'
4	S 89°29'36" E	2445.82'
5	S 89°30'08" E	2537.34'
6	S 4°02'00" E	1055.53'
7	S 6°36'46" E	281.25'
8	S 2°50'27" E	1347.66'
9	N 89°53'31" W	1263.24'
10	S 2°33'07" E	1227.53'
11	S 89°57'40" W	2857.21'
12	S 2°35'56" E	1406.96'
13	N 89°53'54" W	1318.18'



Drawn by: R.B.S.	<b>CANNERY PARK ANNEXATION TO THE CITY OF STOCKTON</b>	Approved by _____
Date: JAN 28, 2003		City Engineer _____
Scale:		Date: _____
<b>CITY OF STOCKTON DEPARTMENT OF PUBLIC WORKS</b>		1 OF 2

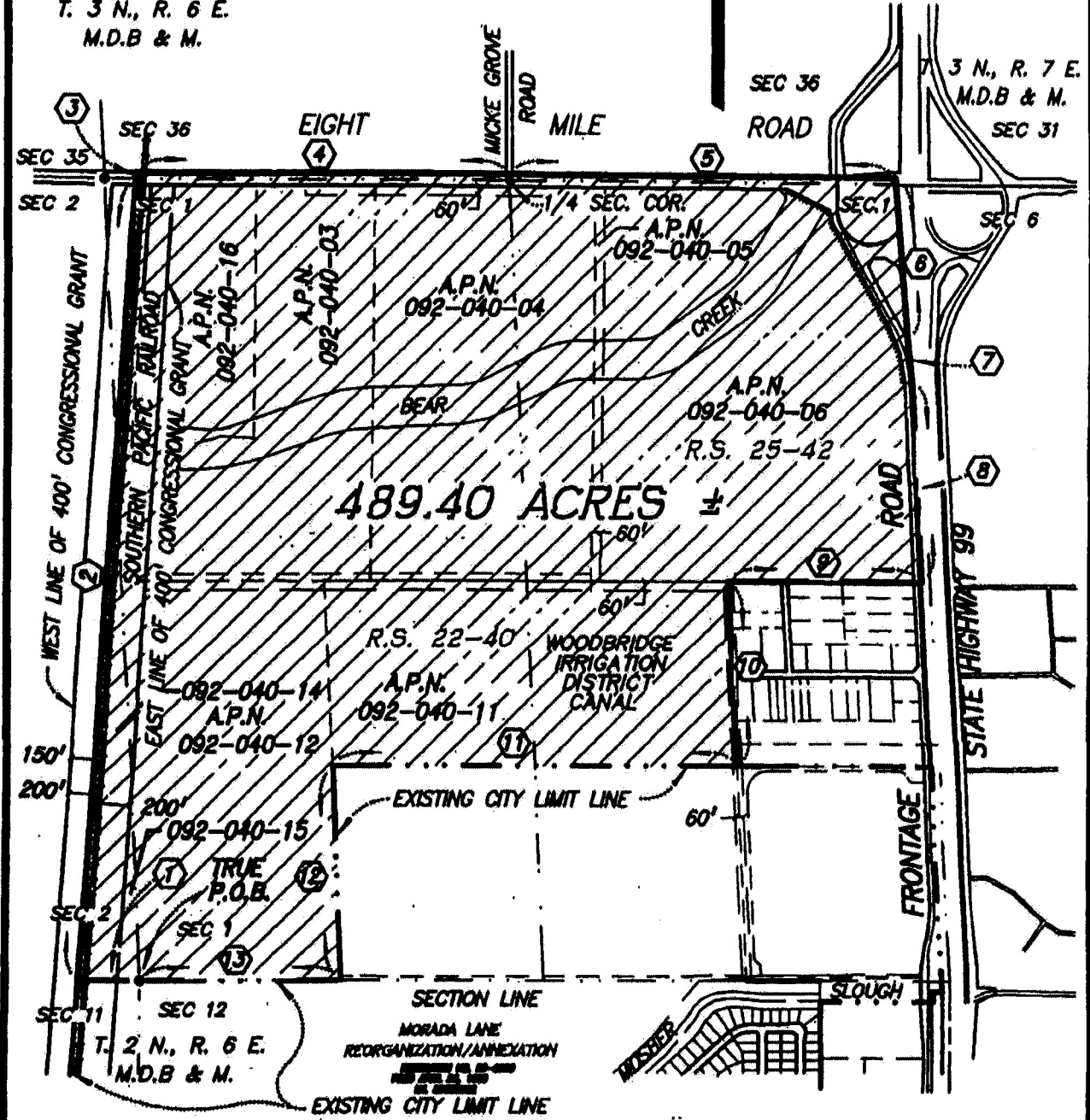


**LEGEND:**

- ..... STOCKTON CITY LIMIT LINE
- PROPOSED ANNEXATION LINE NUMBER, SEE SHEET ONE FOR DATA
- ① RESTRICTED ACCESS TO THE STATE OF CALIF.

SCALE 1" = 1000'

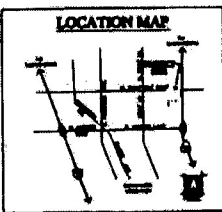
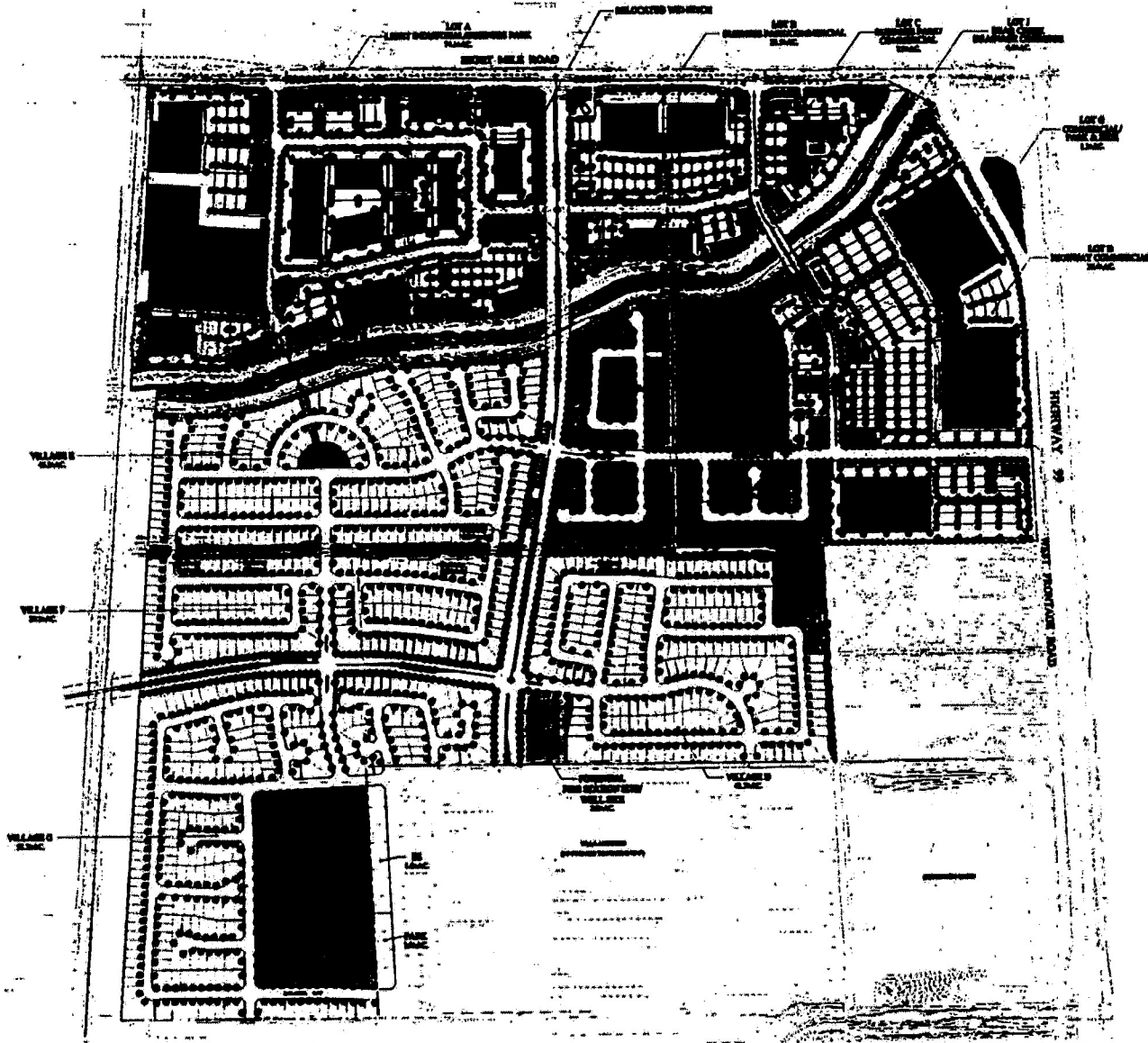
T. 3 N., R. 6 E.  
M.D.B & M.



Drawn by: R.B.S. Date: JAN 28, 2003 Scale: 1" = 1000' P:\STOCKTON\12273409\ANNEX1.AXD	<b>CANNERY PARK ANNEXATION TO THE CITY OF STOCKTON</b>  <b>CITY OF STOCKTON DEPARTMENT OF PUBLIC WORKS</b>	Approved by _____ City Engineer Date: _____
		2 OF 2

# CANNERY PARK

CITY OF STOCKTON, CALIFORNIA  
MARCH 1, 2004



**PROJECT NOTES**

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE ADJACENT STREET UNLESS OTHERWISE NOTED.
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10. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE ADJACENT STREET UNLESS OTHERWISE NOTED.

**CANNERY PARK OVERALL LAND USE SUMMARY**

Category	Sub-Category	Units or SF	Green Acres (sq ft)	Acres (sq ft)	Percentage
0.000.000	Commercial (C-1)	100	10.1	1.1	0.7
	Commercial (C-2)	100	10.1	1.1	0.7
	Commercial (C-3)	100	10.1	1.1	0.7
	Commercial (C-4)	100	10.1	1.1	0.7
	Commercial (C-5)	100	10.1	1.1	0.7
	Commercial (C-6)	100	10.1	1.1	0.7
	Commercial (C-7)	100	10.1	1.1	0.7
	Commercial (C-8)	100	10.1	1.1	0.7
	Commercial (C-9)	100	10.1	1.1	0.7
	Commercial (C-10)	100	10.1	1.1	0.7
0.000.005	Industrial (I-1)	100	10.1	1.1	0.7
	Industrial (I-2)	100	10.1	1.1	0.7
	Industrial (I-3)	100	10.1	1.1	0.7
	Industrial (I-4)	100	10.1	1.1	0.7
	Industrial (I-5)	100	10.1	1.1	0.7
	Industrial (I-6)	100	10.1	1.1	0.7
	Industrial (I-7)	100	10.1	1.1	0.7
	Industrial (I-8)	100	10.1	1.1	0.7
	Industrial (I-9)	100	10.1	1.1	0.7
	Industrial (I-10)	100	10.1	1.1	0.7
<b>TOTAL</b>		<b>1,200</b>	<b>120.1</b>	<b>13.3</b>	<b>8.0</b>

**Exhibit B**  
**ILLUSTRATIVE SITE PLAN**

ILLUSTRATIVE ONLY - NOT FOR CONSTRUCTION