

BOARD OF DIRECTORS

<u>City of Stockton</u> Michael Blower, Chair Brando Villapudua Alt. Mariela Ponce	<u>Public Member</u> Steve DeBrum	<u>San Joaquin County/SJCFCWCD*</u> Paul Canepa Mario Gardea* Alt. Robert Rickman
<u>City of Manteca</u> Gary Singh Charlie Halford, Vice-Chair Alt. Mike Morowit	<u>Executive Director</u> Darren Suen, PE	<u>City of Lathrop</u> Diane Lazard Steve Dresser Alt. Jennifer Torres-O'Callaghan
*San Joaquin County Flood Control and Water Conservation District		

BOARD MEETING
San Joaquin Council of Governments
Council Chambers
555 E Weber Ave, Stockton, CA
THURSDAY, MAY 14, 2026, 2:00 P.M.

To participate in this meeting, Board Members must be in-person unless statutory exceptions exist.

ZOOM LINK Option:

<https://us06web.zoom.us/j/7757702577?pwd=xUcqarZx8eEpJ6NqjdUuaEabuA6MSb.1&omn=85653691143>

Meeting ID: 775 770 2577 Passcode: 1T7Qnv

All callers will be muted by the moderator. Any member of the public on the teleconference may speak during Public Comment once unmuted or you may email public comments to admin@SJAFCA.org. Two minutes will be given to each member of the public. You may also submit your public comments in writing up to 24 hours in advance of the meeting.

1. CALL TO ORDER / ROLL CALL
2. PLEDGE TO FLAG
3. PUBLIC COMMENTS
4. CONSENT ITEMS

4.1) Approve Minutes from February 12, 2026, Board Meeting

4.2) Approve the final purchase and sale agreement between the San Joaquin Area Flood Control Agency (SJAFCFA) and the City of Stockton for the purchase of a portion of San Joaquin County Assessor Parcel Number 071-140-17 and the amended Resolution 26-04.

4.3) Receive Informational Report on Requests for Proposals

5. NEW BUSINESS

5.1) Authorization for Additional Use of the Detention Basin No. 2 Site

5.2) Certification of Final Combined Supplemental Environmental Assessment II / Supplemental Environmental Impact Report for the San Joaquin River Basin, Lower San Joaquin River California Project – Compensatory Mitigation Plan

5.3) Appointing A New Paradise Cut Bypass Expansion and Multi-Benefit Project Advisory Committee (AC) Member

6. BRIEFINGS

6.1) Paradise Cut Informational Briefing

7. EXECUTIVE DIRECTOR REPORT

8. COUNSEL REPORT

9. BOARD COMMENTS

10. CLOSED SESSION

11. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability related modifications or accommodations to participate in this meeting, please contact the Board's office at (209) 299-4200. Requests must be made one full business day before the start of the meeting.

Agenda Item 4.1

**MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
BOARD MEETING OF FEBRUARY 12, 2026**

STOCKTON, CALIFORNIA

1. CALL TO ORDER / ROLL CALL 2:00 PM

Present:	Absent:
Director Blower	Director Canepa
Director DeBrum	Director Gardea
Director Dresser	Director Lazard
Director Halford	
Director Singh	
Director Villapudua	

2. PLEDGE TO FLAG 2:00 PM

3. PUBLIC COMMENTS 2:01 PM

None.

4. CONSENT ITEMS 2:01 PM

4.1) Approve Minutes from January 22, 2026, Board Meeting

Public Comments: None.

Motion:	To approve Consent Item 4.1
Moved by:	Director DeBrum, Seconded by Director Singh
Vote:	Motion carried 6-0
Yes:	Director Blower, Director DeBrum, Director Dresser, Director Halford, Director Singh, Director Villapudua
Absent:	Director Canepa, Director Gardea, Director Lazard

5. NEW BUSINESS 2:01 PM

5.1) Resolution authorizing the Executive Director of the San Joaquin Area Flood Control Agency to take all actions necessary to develop and submit a Section 203 Feasibility Study for the Mossdale Tract Program

Public Comments: None.

Motion:	Authorizing the Executive Director of the San Joaquin Area Flood Control Agency to take all actions necessary to develop and submit a Section 203 Feasibility Study for the Mossdale Tract Program
Moved by:	Director DeBrum, Seconded by Director Singh
Vote:	Motion carried 6-0
Yes:	Director Blower, Director DeBrum, Director Dresser, Director Halford, Director Singh, Director Villapudua

Absent: Director Canepa, Director Gardea, Director Lazard

Board Comments: Director Dresser, Director DeBrum, and Director Villapudua shared comments.

6. BRIEFINGS 3:00 PM

None.

7. EXECUTIVE DIRECTOR REPORT 3:00 PM

1. The Letter of Map Revision (LOMR) took effect on February 9, 2026. The Federal Emergency Management Agency (FEMA) has removed 8,000 homes from the special flood hazard area.
2. The \$2.75 million reimbursement for the Stockton Metro project has been reimbursed. We sent a Thank you to Congressman Harder for his support.

8. COUNSEL REPORT 3:01 PM

None.

9. BOARD COMMENTS 3:01 PM

Director Blower provided comments.

10. CLOSED SESSION 3:02 PM

None.

11. ADJOURNMENT 3:04 PM

The meeting adjourned at 3:04 pm. The next upcoming Board Meeting will be held March 12, 2026, at 2pm at the San Joaquin Council of Governments.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Board's office at (209) 299-4200. Requests must be made one full business day before the start of the meeting.



DARREN SUEN
EXECUTIVE DIRECTOR
SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

February 12, 2026, SJAFCA Meeting Minutes

Agenda Item 4.2

May 14, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director

SUBJECT: **APPROVE THE FINAL PURCHASE AND SALE AGREEMENT BETWEEN THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJAFCA) AND THE CITY OF STOCKTON FOR THE PURCHASE OF A PORTION OF SAN JOAQUIN COUNTY ASSESSOR PARCEL NUMBER 071-140-17 AND THE AMENDED RESOLUTION 26-04**

RECOMMENDATION:

For consistency, approve the final purchase and sale agreement between SJAFCA and City of Stockton for a portion of parcel APN 071-140-170 (6461 Brookside Road) (See attached fully executed PSA). Whereas no changes were made to the purchase sales agreement, Resolution 26-04 that was approved by the Board on January 22, 2026, has shown an incorrect purchase price of \$738,400. The purchase price agreed upon with the City of Stockton is the appraised value of \$739,000. This is the only change that is requested for Board approval.

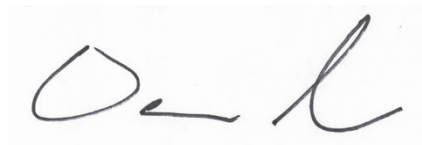
On January 22, 2026, the Board of Directors approved the purchase of real property and authorized the Executive Director to execute a purchase and sale agreement between SJAFCA and City of Stockton for a portion of San Joaquin County Assessor Parcel APN 071-140-170 for the purpose of environmental mitigation for the San Joaquin River Basin, Lower San Joaquin River, California Project.

The final purchase and sale agreement (attached) is the version that the City of Stockton Council adopted on February 17, 2026, and is a similar version of what SJAFCA's Board has approved on January 22, 2026 (see attached).

CEQA

The recommended action does not constitute a project under CEQA Guidelines Section 15378 and is therefore not subject to CEQA because it does not have the potential to result in a physical change in the environment.

Prepared by: Omar Al Hindi



APPROVED:
DARREN SUEN, PE
EXECUTIVE DIRECTOR

Attachments:

1. Final Purchase and Sale Agreement
2. Amended Resolution 26-04
3. Vicinity Map

PURCHASE AND SALE AGREEMENT
(6461 Brookside Road and APN: 071-140-170)

KEY PROVISIONS SUMMARY

Effective Date (Section 15.15)	The date this Agreement is executed by the last to sign of Buyer and Seller (as indicated by the date associated with such Party's signature) as shown on the signature page(s) attached hereto	
Seller	City of Stockton, a municipal corporation	
Buyer	San Joaquin Area Flood Control Agency, a Joint Powers Authority	
Property	That certain real property containing approximately 73.84 acres located at 6461 Brookside Road, Stockton, California (San Joaquin County tax parcel number 071-140-170) as more particularly described by a legal description from a deed/title policy attached hereto as <u>Exhibit A</u> and as depicted on the site plan or survey attached hereto as <u>Exhibit B</u>	
Escrow Agent	Ann Kay First American Title 3000 West Man Street Visalia, CA 93291	
Purchase Price (Section 4)	\$739,000	
Closing Date (Section 8.1)	60 Days After Effective Date	
Notices (Section 11)	<u>Seller:</u>	<u>Buyer:</u>
	City of Stockton, a municipal corporation Attention: Tina McCarty Director of Economic Development 425 N. El Dorado Street, 1 st floor Address: Stockton, CA 95202 Email: Tina.McCarty@stocktonca.gov	San Joaquin Area Flood Control Agency Attention: Darren Suen Executive Director 2800 West March Lane, Suite 200 Stockton, CA 95219 Email: Darren.suen@sjafca.org
Exhibits:	Exhibit A – Legal Description of Property Exhibit B – Site Plan or Survey of Property Exhibit C – Form of Deed Exhibit D – Easement Area – Levee	

PURCHASE AND SALE AGREEMENT

(6461 Brookside Road, Stockton, CA and APN 071-140-170 "Property")

This Purchase and Sale Agreement ("Agreement") is made by and between City of Stockton, a municipal corporation ("Seller") and San Joaquin Area Flood Control Agency, a Joint Powers Authority ("Buyer"), referred to individually as a "Party" and collectively as the "Parties", to be effective as of _____, 2026, which is the date mutually executed by the Parties ("Effective Date").

The Parties agree as follows:

1. Key Provisions Summary; Enumeration of Exhibits. References in the body of this Agreement to a portion of the Key Provisions Summary (e.g., the defined terms in the left-hand column of the Key Provisions Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the Key Provisions Summary. References in the Key Provisions Summary to a portion of the body of this Agreement (e.g., Section references in the right-hand column of the Key Provisions Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the body of this Agreement. Notwithstanding anything set forth above, if there is any inconsistency between the Key Provisions Summary and another portion of this Agreement, the terms of the Key Provisions Summary shall control. The Exhibits enumerated in the Key Provisions Summary and attached to this Agreement are incorporated in this Agreement by reference and are to be construed as a part of this Agreement. Each Party shall perform any obligations on its part as set forth in any and all such Exhibits. **Except where otherwise expressly provided for in this Agreement, any consent or approval required under this Agreement shall not be unreasonably withheld, delayed, or conditioned.**

2. Agreement of Sale and Purchase. Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property.

2.1 Representations and Warranties. Seller represents and warrants as follows:

(a) As of the Closing, (i) the Property is not in violation of any Environmental Laws; (ii) the Property is not now, nor to the best of Seller's knowledge has it ever been, used in any manner for the manufacture, use, storage, discharge, deposit, transportation, or disposal of any Hazardous Substances; (iii) there has been no release and there is no threatened release of any Hazardous Substances in, on, under, or about the Property; (iv) the Property does not consist of any landfill or of any building materials that contain Hazardous Substances; and (v) the Property is not subject to any claim by any governmental regulatory agency or third party related to the release or threatened release of any Hazardous Substances.

(i) For the purposes of this Agreement, the term "Hazardous Substances" means any chemical substance, material, controlled substance, object, condition, waste, living organism, or combination thereof which is or may be hazardous to human health or safety or to the environment due to its ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, reproductive toxicity, infectiousness, radioactivity, or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, and polychlorinated biphenyls (PCBs), which are now

or may become in the future listed, defined or regulated in any manner by any Environmental Law or regulation.

(ii) For the purposes of this Agreement, the term "Environmental Law(s)" means any and all federal, state and local environmental, health, or safety related laws, regulations, ordinances, codes, decrees, directives, standards, rules, guidelines, permits, and decisions of federal and state courts as currently existing and as may be amended, enacted, issued or adopted in the future, which due to the presence or potential presence of Hazardous Substances are or become applicable to the Property or persons or entities who own, occupy, use, visit, or work on or in the Property. Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as set forth in 42 USCA 9601 *et seq.*, the California Hazardous Waste Control

(b) Seller has received no notice that there are now, and at the time of the Closing will be, no material violations of any laws, rules, or regulations applicable to the Property.

(c) To the best of Seller's knowledge, there are no easements or rights of way which have been acquired by prescription or which are otherwise not of record with respect to the Property. There are no disputes with regard to the location of any fence or other monument on the Property's boundary nor any claims or actions involving the location of any fence or boundary.

(d) Seller is the legal and equitable owner of the Property, with full right to convey the same, and, without limiting the generality of the foregoing, Seller has not granted any option or right of first refusal or first opportunity to any third party to acquire any interest in any of the Property.

(e) Other than as expressly set forth in this Agreement, Seller has not made, does not make, and has not authorized anyone else to make any representation as to the present or future physical condition, value, presence or absence of Hazardous Substances, violation of any Environmental Laws, leasing, operation, use, tax status, income and expenses, or any other matter or thing pertaining to the Property. Buyer acknowledges that other than the representations and warranties of Seller set forth in this Agreement, no other representation or warranty has been made by Seller and that in entering into this Agreement Buyer does not rely on any other representation or warranty.

(f) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF THE CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OF THE PROPERTY BEING ACQUIRED BY BUYER.

3. Escrow Agent Terms.

3.1. In connection with this escrow, Buyer and Seller shall execute such additional documents as Escrow Agent may reasonably request. If, at any time, there exists any dispute or contradiction among the Parties hereto with respect to the holding or disposition of the funds for Closing, or if at any time Escrow Agent is unable to determine to Escrow Agent's sole satisfaction the proper disposition of the funds for Closing, or Escrow Agent's proper actions with respect to its obligations hereunder, then Escrow Agent may, in its sole discretion, resign as

Escrow Agent hereunder by delivery of written notice to all Parties hereto, and upon such resignation, Escrow Agent shall pay the funds for Closing and all interest, if any, earned thereon to (i) any court of competent jurisdiction for holding and disposition in accordance with the instructions of such court, or (ii) any successor escrow agent designated mutually among the Parties hereto for holding and disposition in accordance herewith or any successor escrow agreement. Upon such resignation, Escrow Agent has no further obligations under this Agreement.

4. Purchase Price.

4.1. Purchase Price. The total purchase price to be paid by Buyer for the Property shall be Seven Hundred Thirty-Nine Thousand Dollars and no/100's (\$739,000) ("**Purchase Price**") which shall be paid as provided in this Section 4.

4.2. Delivery of Purchase Price to Escrow. The Purchase Price for the Property is payable on the Closing Date. Seller shall provide wire instructions to Escrow Agent prior to Closing. Buyer shall deposit the Purchase Price with Escrow Agent at least one (1) business day before the Closing Date. The Purchase Price shall be invested by Escrow Agent in an interest-bearing account acceptable to Buyer with all interest accruing thereon for the benefit of Buyer to be credit at Closing to the Purchase Price. If the transaction contemplated by this Agreement fails to occur by reason of the non-satisfaction of a Condition Precedent (as defined in Section 4.3) or terminates for any other reason except Buyer's default, then Escrow Agent shall refund the funds and all interest earned thereon to Buyer subject to payment of escrow cancellation fees and costs.

4.3. Conditions to Close. The items listed below are conditions precedent to Buyer's obligation to purchase the Property ("Conditions Precedent"). If any Condition Precedent is not satisfied, Buyer shall have the right in its sole discretion either to waive in writing the Condition Precedent in question and proceed with the purchase or, in the alternative, to terminate this Agreement by written notice to Seller and Escrow Agent.

(a) Title Company shall be committed at the Closing to issue to Buyer, or its nominee, the Title Policy provided in Section 6.2.

(b) The transactions contemplated herein shall have been approved by Buyer's Board of Directors, in its sole discretion.

(c) Seller shall have delivered all items necessary for the Closing.

5. Costs and Pro-Rations at Closing.

5.1. Transfer Taxes, Recording Fees and Other Fees. Seller shall pay the cost to prepare the Deed from Seller, and the cost of recording all documents necessary to correct or remove defects in or encumbrances upon Seller's title to the Property (if applicable). Buyer shall pay the cost of any title examination fees or other due diligence costs (including but not limited to any survey obtained by Buyer), the cost of any title insurance obtained by Buyer, the cost of preparing and/or recording all documents to be recorded other than those referred to in the preceding sentence, all escrow fees, and any other costs related to the Closing. Each Party shall pay its own attorney's fees. Buyer hereby represents to Seller that the sale of the Property by Seller to Buyer is exempt from documentary transfer taxes.

5.2. Taxes. Ad valorem taxes and assessments ("**Taxes**") assessed against the Property for the year in which Closing occurs will be pro-rated on a calendar year or fiscal year basis, as applicable, as of the day of Closing, with Seller charged at Closing for the portion of such Taxes for the year in which Closing occurs that are outstanding and attributable to the period prior to the Closing Date (and with Seller credited at Closing for the portion of Taxes for the year in which Closing occurs that were paid by Seller prior to Closing and are attributable to the period on or after the Closing Date). If tax bills/notices/assessments have not yet been issued for the current calendar or fiscal year as of Closing, such taxes charged to (or credited to) Seller at Closing shall be pro-rated at Closing based upon the most recent tax bill/notice/assessment available as of the Closing Date, which shall be deemed conclusive between Seller and Buyer for all purposes. Buyer hereby represents to Seller that Buyer is not required to pay Taxes on real property it owns in the City of Stockton; as such, Buyer shall not be charged at Closing for any Taxes assessed against the Property for the year in which Closing occurs attributable to the period on and after the Closing Date.

5.3. Utilities. If any utility services are presently being provided to the Property, Seller will pay for such services through the Closing Date, but thereafter any such services in the name of Seller will be terminated. Notwithstanding the foregoing, Buyer shall transfer all utility services at the Property to Buyer as of the Closing Date. If Buyer fails to so transfer the utility services, Buyer shall indemnify, hold harmless, pay, and reimburse Seller, its agents, employees, and contractors, from, for, and against any and all suits, actions, claims, costs, fees, sums, amounts, losses, causes of action, damages, liabilities, and expenses (including reasonable attorneys' fees, court costs, and alternative dispute resolution expenses) caused in whole or in part or arising directly or indirectly out of Buyer's failure to so transfer such utilities. The foregoing indemnification obligations of Buyer survive Closing.

6. Conveyance of Title.

6.1. Deed. Seller shall convey marketable and insurable fee simple title to the Property to Buyer by grant deed in the form attached hereto as Exhibit C (the "**Deed**"), subject to Taxes for the year of Closing which will be pro-rated between the Parties at Closing as provided in Section 5.2 above and subject to matters of survey, easements, encumbrances, restrictions, and any other matters of record, other than defects and encumbrances to be removed, corrected and/or satisfied in accordance with this Section 6. Seller shall not cause or permit any other defects in or liens, encumbrances, or limitations upon Seller's title to the Property to arise from and after the Effective Date.

6.2. Title Insurance. Delivery of title in accordance with the proceeding Section shall be evidenced by the commitment of First American Title (the "Title Company") in its capacity as title insurer to issue to Agency, or its nominee, a CLTA owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price, insuring fee simple title in Buyer, or its nominee, free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, creditor's claims, rights of tenants or other occupants and all other exceptions, liens, and encumbrances.

6.3. Existing Leases. Seller agrees that any and all existing leases which include the Property shall be amended and/or terminated as may be necessary to make such lease(s) subject to Buyer's property rights. If any such lease is not so amended, Buyer shall have the right to terminate this Agreement.

7. Indemnity.

7.1. Buyer's Indemnification. Buyer shall indemnify, hold harmless, pay, and reimburse Seller, its agents, employees, and contractors, from, for, and against any and all suits, actions, claims, costs, fees, sums, amounts, lessees, cause of action, damages, liabilities, and expenses (including reasonable attorneys' fees, court costs, and alternative dispute resolution expenses) caused or arising out of Buyer, or its officers, officials, agents, employees, consultants or contractors entering upon the Property prior to Closing, except to the extent caused by Seller's sole negligence or willful misconduct.

7.2. Seller's Indemnification. Seller shall indemnify, defend, and hold harmless Buyer, its employees, officers, and agent, and their respective successors and assigns, from and against any and all liabilities, claims, demands, damages, liens, costs, penalties, losses and expenses, including, without limitation, reasonable attorney fees and consultant fees, resulting from any misrepresentation or breach of warranty or breach of covenant made by Seller in this Agreement.

8. Closing.

8.1. Closing Date. The Closing (the "**Closing**") of the acquisition will occur, if at all, at the offices of Escrow Agent. The date of Closing is 60 days after the Effective Date. The Closing Date may not be extended without the prior written approval of both Seller and Buyer, except as otherwise provided in this Agreement.

8.2. Closing Documents. Seller shall execute and deliver to Escrow Agent at Closing the Deed, a customary owner's affidavit with respect to the Property, an affidavit evidencing Seller's non-foreign status for federal tax purposes. At or prior to Closing, each Party shall deliver to Escrow Agent such other documents reasonably required by the other Party or Escrow Agent to establish the authority of such Party to enter into and close the transactions contemplated hereby and to complete and evidence the acquisition of the Property contemplated hereby, including, without limitation, a closing statement and such other documents as are reasonably necessary or appropriate to satisfy applicable federal requirements for the reporting of real estate transactions.

9. Option to Purchase Adjacent Levee Easement if the United States Army Corps of Engineers (USACE) provides a "Take Letter" "to Buyer stating a levee easement is required from Seller on this parcel," then these conditions apply.

9.1 Grant of Option. Seller hereby grants to Buyer an exclusive and irrevocable option (the "Option") to purchase a permanent levee easement (the "Easement") over, under, and across a portion of real property owned by Seller and located adjacent to the Property being conveyed under this Agreement (the "Easement Area"), as generally depicted in *Exhibit D* attached hereto and incorporated herein by this reference.

9.2 Purpose of Easement. The Easement shall be for the purpose of construction, operation, maintenance, repair, inspection, and improvement of a flood control levee and related infrastructure, including but not limited to access roads, drainage facilities, and erosion control measures, in accordance with applicable federal, state, and local laws and regulations.

9.3 Term of Option. The Option shall commence upon the Closing Date of this Agreement and shall remain in effect for a period of Twelve (12) months thereafter (the "Option Period"), unless extended by mutual written agreement of the Parties.

9.4 Exercise of Option. Buyer may exercise the Option at any time during the Option Period by delivering written notice to Seller (the "Option Notice"). Upon receipt of the Option Notice, the Parties shall cooperate in good faith to finalize and execute a separate easement agreement consistent with the terms set forth herein, and subject to City Council approval.

9.5 Easement Terms. The Easement shall: (1) be perpetual and non-exclusive; (2) burden the Easement Area as legally described and surveyed following exercise of the Option; (3) include the right of ingress and egress for personnel, vehicles, and equipment; (4) permit the installation and maintenance of signage, fencing, and other improvements necessary for levee operations; (5) be subject to reasonable conditions imposed by Seller that do not materially interfere with the intended use; and (6) not interfere with Seller's access to or operation of Seller's pump station located adjacent to the Easement Area as generally depicted in Exhibit D.

9.6 Easement Purchase Price. If Buyer exercises the Option, Buyer shall pay to Seller the fair market value of the Easement Area, as determined by an independent appraisal ("Easement Purchase Price"). Within 60 days of Buyer's notice to exercise the Option, the Parties shall jointly select a licensed and certified appraiser. The appraiser shall determine the fair market value of the parcel as of the date of the Option Notice. The appraisal costs shall be shared equally by the Buyer and Seller unless otherwise agreed an amount as mutually agreed upon through the commissioning of an appraisal or commensurate methodology

9.7 Conveyance and Recordation. Upon exercise of the Option and payment of the Easement Purchase Price, Seller shall execute and deliver to Buyer an easement deed in a form acceptable to Buyer and DWR, and suitable for recordation in the Official Records of San Joaquin County, free and clear of all liens and encumbrances except those approved by Buyer.

9.8 Binding Effect. This Option shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any public agency or district authorized to operate and maintain flood control infrastructure.

10. Assignment. Buyer shall not assign Buyer's rights under this Agreement without Seller's prior written consent, which shall not be unreasonably withheld.

11. Notices.

11.1. Written Notice; Delivery Methods. Each Party giving or making any notice, request, demand, consent, approval, or other communication (each, a "**Notice**" (but sometimes "**notice**")) pursuant to this Agreement shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending Party (the sending Party's attorney is authorized to sign and send a Notice on behalf of the sending Party); and (iii) use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: (a) personal delivery; (b) Certified Mail, return receipt requested, with postage paid; (c) nationally

recognized overnight courier, with all fees paid; or (d) email (but only if a Party's email address is included in its notice address in the Key Provisions Summary or is otherwise provided to the other Party by a Notice).

11.2. Addresses. Each Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the "**Addressee**") at the address(es) listed in the Notice Addresses section of the Key Provisions Summary or to another Addressee or at another address as designated by a Party in a Notice pursuant to this Section 11.

11.3. Effectiveness of a Notice. Except as provided elsewhere in this Agreement, a Notice is effective only if (i) the Party giving the Notice has complied with the two subsections set forth above and (ii) the Notice is deemed to have been received by the Addressee. A Notice is deemed to have been received by the Addressee as follows: (a) if a Notice is delivered in person, sent by Certified Mail, or sent by nationally recognized overnight courier: on the earlier of the date of delivery or the date the Notice is available for pickup, all as evidenced by the records of the delivering person or entity; (b) if a Notice is sent by email: on the date the email Notice is sent to the Addressee's email address; and (c) if the Addressee rejects or otherwise refuses to accept the Notice (e.g., if the Addressee does not pick up the Notice timely), or if the Notice cannot be delivered because of a change in address for which no Notice was given: upon the rejection, refusal, or inability to deliver the Notice, which shall be deemed to be the date of rejection, refusal, inability to deliver, or availability for pickup, all as evidenced by the records of the delivering person or entity. If a Notice is sent by email, the Party sending the Notice also must send, unless such requirement is waived in a return email from the receiving Party, a confirmation copy of the Notice by one of the other methods in the first subsection set forth above within three (3) business days after the send date of the email, but the lack of delivery of such other Notice does not negate the email Notice.

11.4. Delivery Time of Notice. Notwithstanding the foregoing, if any Notice is received after 5:00 p.m. on a Business Day where the Addressee is located, or on a day that is not a Business Day where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next Business Day where the Addressee is located.

12. Additional Terms.

12.1. Successors or Assigns. The terms, conditions, covenants, and agreements of this Agreement extend to and are binding upon Seller, Buyer, and their respective heirs, administrators, executors, legal representatives, and permitted successors and assigns, if any.

12.2. Severability. If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Section 15.2, the rest of this Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

12.3. Waiver. The Parties may waive any provision of this Agreement only by a writing executed by the Party or Parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the Parties, operates

as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

12.4. Amendment. The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

12.5. Headings & Interpretation. The descriptive headings/captions of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation. Whenever used in this Agreement: (i) the words "herein", "hereof", and similar words refer to this Agreement in its entirety and not solely to any specific sentence, paragraph, or section; (ii) the words "include," "includes," and "including" mean considered as part of a larger group, incorporate "without limitation", and are not limited to the items recited (it being the intention of the Parties that each hereby waives the benefits of Section 3534 of the California Civil Code); (iii) the word "shall" means "is obligated to"; (iv) the word "may" means "is permitted to, but is not obligated to"; and (v) unless otherwise noted reference to a specific Section or Exhibit is a reference to a Section or Exhibit in this Agreement.

12.6. Choice of Law. The laws of the state, commonwealth, or jurisdiction where the Property is located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including its interpretation, construction, performance, and enforcement.

12.7. Authority to Execute. Each Party represents to the other Party that this Agreement: (i) resulted from an arm's-length negotiation; (ii) has been duly authorized, executed, and delivered by and on behalf of such Party; and (iii) constitutes the valid, binding, and enforceable agreement of such Party in accordance with the terms of this Agreement. In addition, Seller represents to Buyer that Seller has the full right, power, and authority to enter into this Agreement without the necessity of obtaining any third party approval (other than those already obtained by Seller) and that the terms of this Agreement do not violate any agreement, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Agreement.

12.8. No Construction Against Drafting Party. Seller and Buyer acknowledge that each of them and their respective counsel have had an opportunity to review this Agreement and that this Agreement will not be construed for or against either Party merely because such Party prepared or drafted this Agreement or any particular provision thereof.

12.9. Counterparts & Digital Signatures. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all Parties need not appear on the same counterpart. This Agreement is valid, binding, and enforceable against a Party only when executed by an authorized individual on behalf of a Party by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature has for all purposes the same validity, legal effect, and admissibility in evidence as an original manual signature. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party(ies) In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

12.10. Damages. Notwithstanding anything set forth in this Agreement to the contrary, neither Party is liable to other for any special, indirect, punitive, consequential damages.

12.11. Time of the Essence. Time is of the essence in this Agreement.

12.12. Business Days. “**Business Day**” (or “**business day**”) means any day other than a Saturday, Sunday or any other day on which Buyer’s administrative offices or Escrow Agent is not open for business. In the event any date, deadline or due date set forth in this Agreement falls on a day that is not a Business Day, then such deadline or due date shall automatically be extended to the next Business Day.

12.13. Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories.

12.14. Effective Date. As used herein, the term “Effective Date” shall mean the date of the execution of this Agreement by both parties. If Buyer or Seller signs this Agreement but fails to date its signature then the date that the second Party to sign receives the other Party’s undated signature will be deemed to be the date of the undated signature and the second Party to sign may inscribe such date as the date associated with the undated signature; provided, however, that if only one of Buyer or Seller dates its signature below, then such date is deemed to be the Effective Date of this Agreement.

12.15. Anti-Money Laundering, Sanctions, and Anti-Corruption.

12.15.1. “**AML Laws**” means all U.S. anti-money laundering laws that criminalize money laundering or any predicate crimes to money laundering. “**Anti-Corruption Laws**” means the U.S. Foreign Corrupt Practices Act and any similar applicable statute, rule, or regulation relating to bribery or corruption. “**Sanctions**” means any economic, trade, or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, or anti-terrorism laws imposed from time to time by the United States government including but not limited to those administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control. Each Party represents to the other Party that it is not a target of Sanctions and will not directly or indirectly transfer any of its interest in the Agreement to a target of Sanctions. At all times during the term of this Agreement each Party shall not violate applicable Sanctions, AML Laws, or Anti-Corruption Laws to the extent that such violation results in it being unlawful for the non-violating Party to transact business under the Agreement with the violating Party. If a violation occurs that results in it being unlawful for the non-violating Party to transact business under the Agreement with the violating Party, the non-violating Party may suspend, upon written notice thereof to the violating Party, any monetary obligations under the Agreement until such time as the violating Party is no longer in violation. In addition, if such violation is not cured promptly, the non-violating Party may terminate the Agreement upon prior written notice thereof to the violating Party.

12.12.2. “**Sanctions Info**” means (i) full legal name, (ii) TIN/SSN for an entity or individual, as applicable, that is a Party to the Agreement, and (iii) full current business street address. “**Entity Signatory**” (collectively, “**Entity Signatories**”) means an entity that executes this Agreement directly or indirectly for an entity Party. Buyer shall, prior to execution of this Agreement, deliver to Seller a notice setting forth Sanctions Info for all entities and individuals that are a Party to the Agreement and for all Entity Signatories (e.g., if the entity executing this Agreement is John Smith LLC (the entity Party) by Peter Jones LLC, its sole manager (the Entity Signatory), by Jack Miller, its sole manager, then the notice must include Sanctions Info for John

Smith LLC and for Peter Jones LLC, but not for Jack Miller). Thereafter, each Party shall, within five (5) business days after receipt of written notice thereof from the other Party, deliver to the requesting Party a notice setting forth the Sanctions Info (see example above) for all entities and individuals that are a Party to the Agreement and for all Entity Signatories.

13. Merger/Prior Agreements. THIS AGREEMENT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS AGREEMENT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS AGREEMENT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS AGREEMENT. THE PROVISIONS OF THIS AGREEMENT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS AGREEMENT, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS AGREEMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

The Parties hereby execute this Agreement as of the dates set forth below.

Seller:
CITY OF STOCKTON,
a municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

Buyer:
SAN JOAQUIN AREA FLOOD
CONTROL AGENCY, a Joint Powers
Authority
ENTITY TYPE

By: _____

Print Name: Darren Suen

Title: Executive Director

Date: _____

Escrow Agent:

FIRST AMERICAN TITLE COMPANY

By: _____

Print Name: Ann Kay

Title: Executive Director

Date: _____

EXHIBIT A**LEGAL DESCRIPTION**

EXHIBIT "A"
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MITIGATION PARCEL
PORTION OF APN 071-140-17

LEGAL DESCRIPTION

All that property situate in Section 24, Township 2 North, Range 5 East, Mount Diablo Meridian, County of San Joaquin, State of California, being a portion of that certain GRANT DEED to the CITY OF STOCKTON recorded April 10, 1958, in Book 2058, at Page 393, Official Records of San Joaquin County, more particularly described as follows:

COMMENCING at a found 3/4" iron rod with cap stamped L.S. 7269 being a witness corner for the most easterly corner of PARCEL 2 as shown on that certain Record of Survey filed December 16, 2022 in Book 40 of Surveys, at Page 122, Official Records of San Joaquin County;

thence along the southerly line of said PARCEL 2, North 60°31'49" East, 25.00 feet to the most easterly corner of said Parcel 2, also being the most southerly corner of "CAMP 4" as shown on that certain map titled "MAP OF SURVEY DIVISION OF VIGNOLO & CORTOPASSI PROPERTY ON THE WRIGHT TRACT" filed January 22, 1957, in Book of Surveys, Volume 10 at Page 173, Official Records of San Joaquin County;

thence along the southerly line of said "CAMP 4", North 60°30'09" East, 4438.50 feet to the most southerly corner of said GRANT DEED;

thence along the westerly line of said GRANT DEED, North 28°48'27" West, 102.28 feet to the **POINT OF BEGINNING**;

thence continuing along said westerly line North 28°48'27" West, 2268.94 feet to a point on the left bank of Fourteen Mile Slough as shown on said map titled "MAP OF SURVEY DIVISION OF VIGNOLO & CORTOPASSI PROPERTY ON THE WRIGHT TRACT" ;

thence along said left bank the following twenty one (21) courses:

- 1) North 79°09'32" East, 63.11 feet;
- 2) North 69°15'08" East, 91.47 feet;
- 3) North 59°44'25" East, 67.96 feet;

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- 4) North 55°23'17" East, 81.94 feet;
- 5) North 52°49'58" East, 135.44 feet;
- 6) North 49°18'35" East, 74.03 feet;
- 7) North 52°57'49" East, 76.16 feet;
- 8) North 61°51'56" East, 23.01 feet;
- 9) North 67°59'36" East, 21.70 feet;
- 10) North 74°22'10" East, 46.81 feet;
- 11) North 84°15'45" East, 122.25 feet;
- 12) South 79°53'48" East, 87.90 feet;
- 13) South 77°56'53" East, 75.07 feet;
- 14) South 83°28'12" East, 89.53 feet;
- 15) South 88°27'48" East, 44.44 feet;
- 16) North 83°28'07" East, 68.01 feet;
- 17) North 79°48'28" East, 140.90 feet;
- 18) North 88°43'12" East, 14.89 feet;
- 19) North 77°11'43" East, 136.48 feet;
- 20) North 85°07'31" East, 45.74 feet;
- 21) North 80°20'30" East, 70.05 feet;

thence leaving said left bank the following seven (7) courses:

- 1) South 0°47'08" East, 231.80 feet to the beginning of a curve to the left, having a radius of 340.00 feet;
- 2) Along said curve southeasterly, through a central angle of 60°47'43", and an arc distance of 360.77 feet, having a chord bearing of N31°11'00" West and a chord length of 344.08 feet.
- 3) South 61°34'51" East, 844.59 feet;
- 4) South 0°37'13" East, 561.13 feet;
- 5) South 17°11'12" East, 60.98 feet;
- 6) South 60°31'25" West, 1465.88 feet;
- 7) South 24°50'00" West, 110.89 feet to the **POINT OF BEGINNING**.

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Subject to easements and rights of way per record.

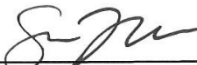
Containing 73.84 acres, more or less.

The Basis of Bearings for this description is based upon the California Coordinate System of 1983, CCS(2011 adjustment), Zone III, Epoch 2017.50, in accordance with the California Public Resources Code §§ 8801-8819 . All distances cited hereon are grid distances in US Survey Feet. Divide grid distances by the combined scale factor of 0.9999442 to obtain ground level distances.

Shown graphically on Exhibit B, attached hereto and made a part hereof.

This real property description was prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyors Act.

Mark Thomas & Company, Inc.



Samuel R. McIntyre, LS 9313

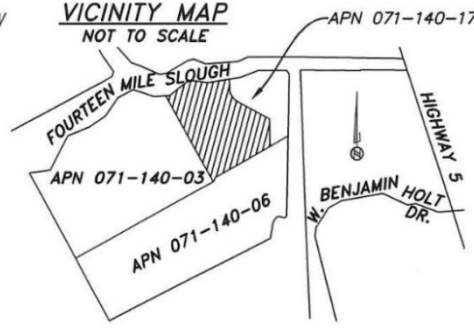
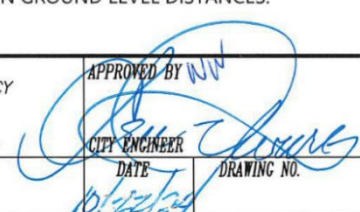


Oct. 10, 2025

Date

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EXHIBIT B**SITE PLAN OR SURVEY**

PORTION OF SECTION 24, T2N, R5E M.D.B.M.			
LINE TABLE			
L1 N60°31'49"E 25.00'	L21 N79°48'28"E 140.90'	 Oct. 10, 2025	
L2 N60°30'09"E 4438.50'	L22 N88°43'12"E 14.89'		
L3 N28°48'27"W 102.28'	L23 N77°11'43"E 136.48'		
L4 N28°48'27"W 2268.94'	L24 N85°07'31"E 45.74'		
L5 N79°09'32"E 63.11'	L25 N80°20'30"E 70.05'		
L6 N69°15'08"E 91.47'	L26 S00°47'08"E 231.80'		
L7 N59°44'25"E 67.96'	L27 S61°34'51"E 844.59'		
L8 N55°23'17"E 81.94'	L28 S00°37'13"E 561.13'		
L9 N52°49'58"E 135.44'	L29 S17°11'12"E 60.98'		
L10 N49°18'35"E 74.03'	L30 S60°31'25"W 1465.88'		
L11 N52°57'49"E 76.16'	L31 S24°50'00"W 110.89'		
L12 N61°51'56"E 23.01'	CURVE TABLE R=340.00' Δ=060°47'43" C1 L=360.77' CB=N31°11'00"W CH=344.08'		
L13 N67°59'36"E 21.70'			
L14 N74°22'10"E 46.81'			
L15 N84°15'45"E 122.25'			
L16 S79°53'48"E 87.90'			
L17 S77°56'53"E 75.07'			
L18 S83°28'12"E 89.53'			
L19 S88°27'48"E 44.44'			
L20 N83°28'07"E 68.01'			
			LEGEND POB POINT OF BEGINNING POC POINT OF COMMENCEMENT ● FOUND MONUMENT AS NOTED ○ DIMENSION POINT  PARCEL TO BE TRANSFERRED RS RECORD OF SURVEY O.R. OFFICIAL RECORDS APN ASSESSORS PARCEL NUMBER
		VICINITY MAP NOT TO SCALE 	
THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS(2011 ADJUSTMENT), ZONE III, EPOCH 2017.50, IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE §§ 8801-8819. ALL DISTANCES CITED HEREON ARE GRID DISTANCES IN US SURVEY FEET. DIVIDE GRID DISTANCES BY THE COMBINED SCALE FACTOR OF 0.9999442 TO OBTAIN GROUND LEVEL DISTANCES.			
SHEET 1 OF 2			
NO.	REV. DATE	BY	APRVD.
EXHIBIT B SAN JOAQUIN AREA FLOOD CONTROL AGENCY MITIGATION PARCEL PORTION OF APN 071-140-17 PLAT TO ACCOMPANY LEGAL DESCRIPTION CITY OF STOCKTON DEPARTMENT OF PUBLIC WORKS			
DWC. BY	BK	APPROVED BY 	
CK. BY	SM	CITY ENGINEER	DRAWING NO.
SCALE	NO SCALE	DATE 10/22/24	4803A

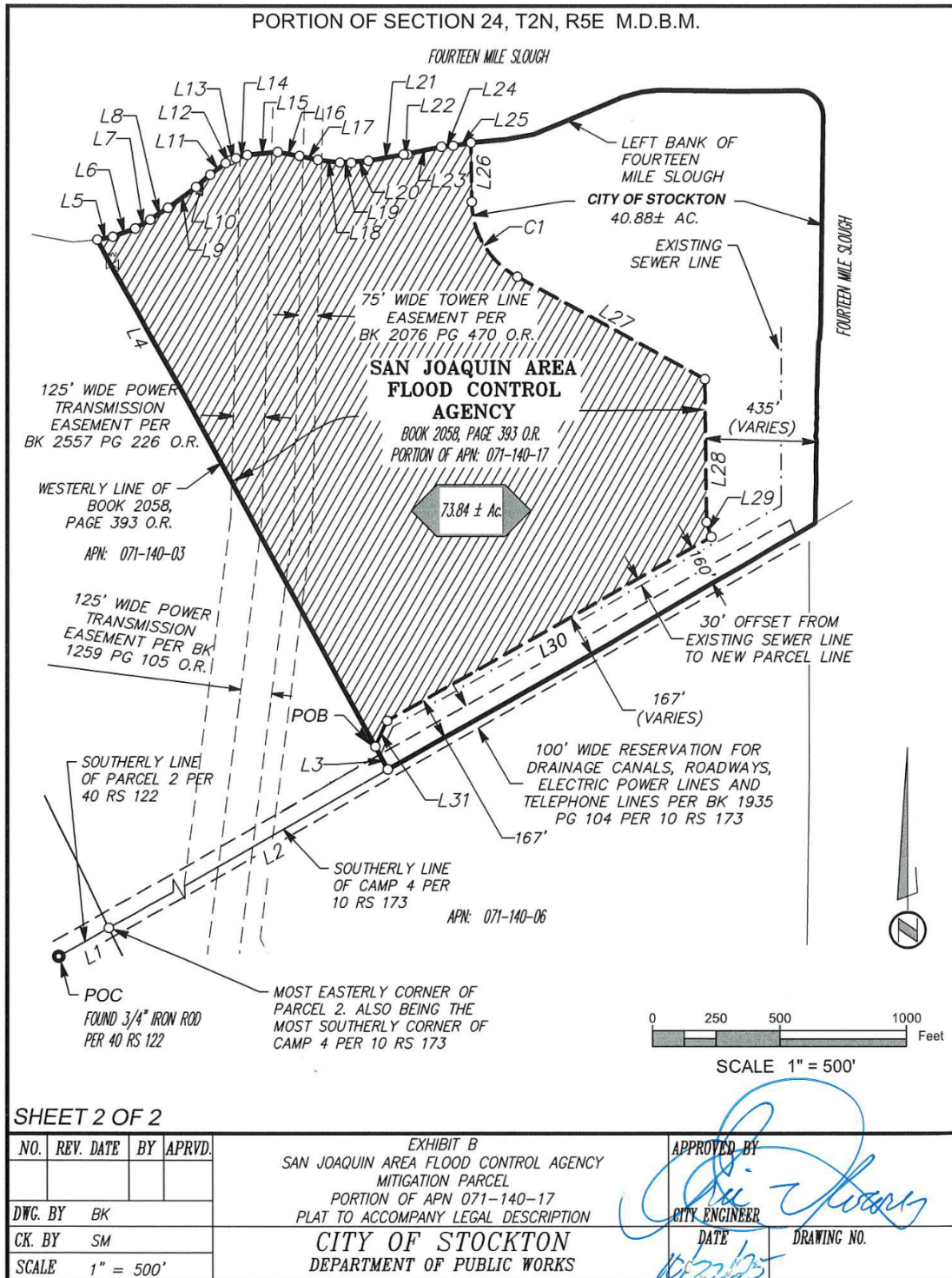


EXHIBIT C

FORM OF DEED

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO AND
MAIL ANY TAX STATEMENTS TO:

City of Stockton
425 North El Dorado Street, 1st Floor
Stockton, CA 95202
Attn: Director of Economic Development

EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

APN: 071-140-170
6461 Brookside Road
Stockton, CA 95219

THE UNDERSIGNED GRANTOR DECLARES

DOCUMENTARY TRANSFER TAX is Exempt; City Transfer Tax is Exempt

This conveyance is exempt from Documentary Transfer Tax pursuant to Section 11922 of the California Revenue and Taxation Code

GRANT DEED

FOR VALUE RECEIVED, City of Stockton, a municipal corporation ("**Grantor**"), grants to San Joaquin Area Flood Control Agency, a Joint Powers ("**Grantee**"), all that certain real property located in the City of Stockton, County of San Joaquin, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by reference thereto (the "**Property**"). This conveyance is made and accepted subject to non-delinquent taxes and assessments and all matters which appear in the public record as of the date hereof, including those shown on any recorded plat or survey, or that would be revealed by a current/accurate survey or physical inspection of the Property.

This Grant Deed may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Grant Deed effective as of
the _____ day of _____, 202_.

GRANTOR: **CITY OF STOCKTON,
a municipal corporation**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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 _____, 20____ before me,
 _____, 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 to Grant Deed
Legal Description of Property

EXHIBIT "A"

LEGAL DESCRIPTION

All that property situate in Section 24, Township 2 North, Range 5 East, Mount Diablo Meridian, County of San Joaquin, State of California, being a portion of that certain GRANT DEED to the CITY OF STOCKTON recorded April 10, 1958, in Book 2058, at Page 393, Official Records of San Joaquin County, more particularly described as follows:

COMMENCING at a found 3/4" iron rod with cap stamped L.S. 7269 being a witness corner for the most easterly corner of PARCEL 2 as shown on that certain Record of Survey filed December 16, 2022 in Book 40 of Surveys, at Page 122, Official Records of San Joaquin County;

thence along the southerly line of said PARCEL 2, North 60°31'49" East, 25.00 feet to the most easterly corner of said Parcel 2, also being the most southerly corner of "CAMP 4" as shown on that certain map titled "MAP OF SURVEY DIVISION OF VIGNOLO & CORTOPASSI PROPERTY ON THE WRIGHT TRACT" filed January 22, 1957, in Book of Surveys, Volume 10 at Page 173, Official Records of San Joaquin County;

thence along the southerly line of said "CAMP 4", North 60°30'09" East, 4438.50 feet to the most southerly corner of said GRANT DEED;

thence along the westerly line of said GRANT DEED, North 28°48'27" West, 102.28 feet to the **POINT OF BEGINNING**;

thence continuing along said westerly line North 28°48'27" West, 2268.94 feet to a point on the left bank of Fourteen Mile Slough as shown on said map titled "MAP OF SURVEY DIVISION OF VIGNOLO & CORTOPASSI PROPERTY ON THE WRIGHT TRACT" ;

thence along said left bank the following twenty one (21) courses:

- 1) North 79°09'32" East, 63.11 feet;
- 2) North 69°15'08" East, 91.47 feet;
- 3) North 59°44'25" East, 67.96 feet;
- 4) North 55°23'17" East, 81.94 feet;
- 5) North 52°49'58" East, 135.44 feet;

- 6) North 49°18'35" East, 74.03 feet;
- 7) North 52°57'49" East, 76.16 feet;
- 8) North 61°51'56" East, 23.01 feet;
- 9) North 67°59'36" East, 21.70 feet;
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- 12) South 79°53'48" East, 87.90 feet;
- 13) South 77°56'53" East, 75.07 feet;
- 14) South 83°28'12" East, 89.53 feet;
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thence leaving said left bank the following seven (7) courses:

- 1) South 0°47'08" East, 231.80 feet to the beginning of a curve to the left, having a radius of 340.00 feet;
- 2) Along said curve southeasterly, through a central angle of 60°47'43", and an arc distance of 360.77 feet;
- 3) South 61°34'51" East, 844.59 feet;
- 4) South 0°37'13" East, 561.13 feet;
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- 6) South 60°31'25" West, 1465.88 feet;
- 7) South 24°50'00" West, 110.89 feet to the **POINT OF BEGINNING**.

Subject to easements and rights of way per record.

Containing 73.84 acres, more or less.

EXHIBIT "A"
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MITIGATION PARCEL
PORTION OF APN 071-140-17

LEGAL DESCRIPTION

All that property situate in Section 24, Township 2 North, Range 5 East, Mount Diablo Meridian, County of San Joaquin, State of California, being a portion of that certain GRANT DEED to the CITY OF STOCKTON recorded April 10, 1958, in Book 2058, at Page 393, Official Records of San Joaquin County, more particularly described as follows:

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- 12) South 79°53'48" East, 87.90 feet;
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Containing 73.84 acres, more or less.

The Basis of Bearings for this description is based upon the California Coordinate System of 1983, CCS(2011 adjustment), Zone III, Epoch 2017.50, in accordance with the California Public Resources Code §§ 8801-8819 . All distances cited hereon are grid distances in US Survey Feet. Divide grid distances by the combined scale factor of 0.9999442 to obtain ground level distances.

Shown graphically on Exhibit B, attached hereto and made a part hereof.

This real property description was prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyors Act.

Mark Thomas & Company, Inc.



Samuel R. McIntyre, LS 9313



Oct. 10, 2025

Date

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The Basis of Bearings for this description is based upon the California Coordinate System of 1983, CCS(2011 adjustment), Zone III, Epoch 2017.50, in accordance with the California Public Resources Code §§ 8801-8819 . All distances cited hereon are grid distances in US Survey Feet. Divide grid distances by the combined scale factor of 0.9999442 to obtain ground level distances.

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Mark Thomas & Company, Inc.



Samuel R. McIntyre, LS 9313

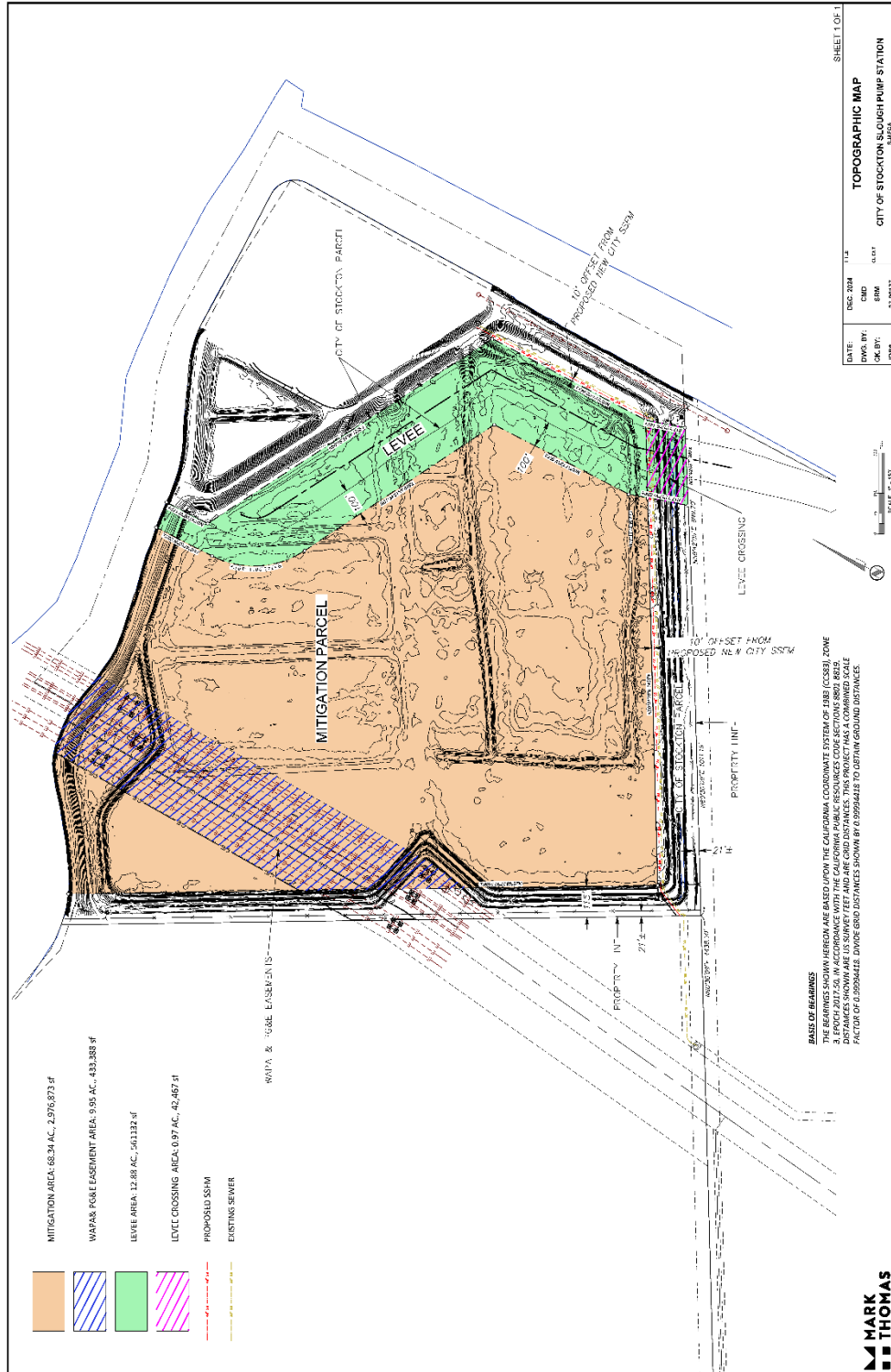


February 19, 2025

Date

EXHIBIT D

Easement Area – Levee



**AMENDED
RESOLUTION NO. SJAFCA 26-04**

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

AUTHORIZE THE DIRECTOR TO APPROVE THE PURCHASE AND SALE AGREEMENT OF PARCEL APN 071-140-17, 6461 BROOKSIDE ROAD BETWEEN THE CITY OF STOCKTON AND SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJAFCA) FOR THE SAN JOAQUIN RIVER BASIN, LOWER SAN JOAQUIN RIVER, CALIFORNIA PROJECT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

Authorize the Executive Director to:

1. Approve the purchase and sale agreement of parcel APN 071-140-170, 6461 Brookside Road between the City of Stockton (City) and San Joaquin Area Flood Control Agency (SJAFCA) for the San Joaquin River Basin, Lower San Joaquin River, California Project in the amount of \$739,000 to provide mitigation opportunities.

PASSED, APPROVED AND ADOPTED this 22ND day of JANUARY 2026.

MICHAEL BLOWER, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

DARREN SUEN, Executive Director
of the San Joaquin Area
Flood Control Agency.

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

Vicinity Map

Exhibit A



Property Information

Property ID 07114017-9494
Location 4061 BROOKSIDE RD
Owner STOCKTON, CITY OF

Agenda Item 4.3

May 14, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors
FROM: Darren Suen, Executive Director
SUBJECT: **REPORT OF REQUEST FOR PROPOSAL**

RECOMMENDATION

Accept for filing a report identifying Requests for Proposal (RFP), advertised April 15, 2026 as provided by SJAFCA staff. The RFP is for assessment district administration for the following:

- Mossdale Tract
- Levee Construction and Maintenance
- Flood Protection Restoration 96-1 (AD 96-1)

BACKGROUND

This report is compiled by the SJAFCA staff to inform the Board of RFPs that are advertised.

FINANCIAL SUMMARY

This report is for informational purposes only.

ATTACHMENT

1. Requests for Proposals advertised April 15, 2026.

Prepared by: Sylvia Razniak



APPROVED:
DARREN SUEN, PE
EXECUTIVE DIRECTOR

DS:SR:

ATTACHMENT 1

REQUESTS FOR PROPOSAL

Posting Period: 4/15/26 - 5/15/26

Project Name	Estimated Cost	Funding Sources	Date Posted	Date Due
Assessment District Administration - Mossdale Tract - Levee Construction and Maintenance Assessment (LCMA) - Flood Protection Restoration 96-1 (AD 96-1)	N/A	Mossdale Tract Fund 55679 Levee Construction and Maintenance Assessment (LCMA) fund 55668 Flood Protection Restoration 96-1 (AD 96-1) find 55694	4/15/2026	5/15/2026

Detailed specifications have been advertised and are available on SJAFCA's website <https://www.sjafca.org/about/public-notice>. Staff will analyze proposals received and forward a recommendation for award at a future session. Please contact the Finance Department (350) 333-1143 if there are any questions.

Agenda Item 5.1

May 14, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director

SUBJECT: **AUTHORIZATION FOR ADDITIONAL USE OF THE DETENTION BASIN NO. 2 SITE**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency (SJAFCA) adopt a resolution approving the staff finding that the City of Stockton Municipal Utilities' new potable water storage tanks and pumping facilities at the Detention Basin No. 2 site are consistent with the basin's groundwater recharge and water detention use.

DISCUSSION

Background

Detention Basin No. 2 was constructed by SJAFCA as part of its Flood Protection Restoration Project, Phase I. It is located immediately south of Morada Lane and immediately east of Union Pacific Railroad (UPRR), formerly Southern Pacific Railroad (SPRR) (Attachment 1). The basin was designed to detain and store local storm runoff from the area between Highway 99 and SPRR (approximately two square miles) until peak flood flows in Mosher Slough have passed. Approximately four acres of high ground in the basin's northern portion were not excavated for water storage.

On July 25, 2005, SJAFCA transferred ownership of the basin to the City of Stockton, subject to the express condition that the property be used as a groundwater recharge facility, a water retention basin, and any other use not inconsistent therewith, and be forever held and used as such. If the property ceases to be used as such, the property shall revert to SJAFCA, its successors or assigns, which hereby reserves the power of termination and the right to re-enter and take possession and title thereto.

On January 26, 2009, SJAFCA permitted the City of Stockton Fire Department to use a portion of the elevated area on Detention Basin No. 2 to install a communication antenna and a building of approximately 200 square feet for its electrical components and control panels, including a small generator for emergency backup power.

AGENDA ITEM 5.1

AUTHORIZATION FOR ADDITIONAL USE OF THE DETENTION BASIN NO. 2 SITE

(Page 2)

Present Situation

On February 23, 2026, SJAFCA received a letter from the City of Stockton Municipal Utilities (City) requesting that the Agency authorize the use of the detention basin as the site for installing potable water storage tanks and the associated pumping facility, subject to the limitations outlined in the grant deed for detention basin No. 2 (Attachment 2).

Given that the southern part of Detention Basin No. 2 will continue to be used and maintained as a groundwater recharge and water detention facility, and that installing the water storage tanks and pumping facilities on the basin's elevated area will not interfere with the basin's approved uses, staff concludes that the proposed use aligns with the basin's purpose of groundwater recharge and water retention and is consistent with the limitations of the grant deed (Attachment 3).

It is recommended that the Board adopt a resolution approving the staff's finding that the City's proposed use of the basin to install water storage tanks and pumping facilities on the elevated area is consistent with the basin's purpose of groundwater recharge and water detention, and authorizing the City's requested use of the Detention Basin No. 2 site.

CEQA

The recommended action does not constitute a project under CEQA Guidelines Section 15378 and is therefore not subject to CEQA because it does not have the potential to result in a physical change in the environment.

Prepared by: Juan J. Neira



APPROVED:
DARREN SUEN, PE
EXECUTIVE DIRECTOR

Attachment 1: Detention Basin No. 2 - Location map.

Attachment 2: Letter from the City of Stockton Municipal Utilities Department

Attachment 3: Letter from the lead designer of the Flood Protection Restoration Project confirming that the new improvements will not affect the detention basin's capacity or operations.

Detention Basin No. 2





CITY OF STOCKTON

MUNICIPAL UTILITIES • 2500 Navy Drive • Stockton, CA 95206 • 209-937-8700
www.stocktonca.gov

February 23, 2026

Darren Suen, Executive Director
San Joaquin Area Flood Control Agency
2800 W March Ln, Suite 200
Stockton, CA 95219

**SUBJECT: REQUEST TO AUTHORIZE ADDITIONAL USE OF DETENTION BASIN
NO. 2**

On June 7, 2005, the City Council adopted Resolution No. 05-0219, authorizing an agreement with the San Joaquin Area Flood Control Agency (SJAFCA). This agreement involved the transfer of Detention Basin No. 2 located at 2960 Morada Lane to the City of Stockton. The deed for the transferred Detention Basin includes specific language, a copy of which is attached, stating the following:

"Said Property is granted to the Grantee by Grantor on the express condition that the Property be used as a groundwater recharge facility, water retention basin and any other use not inconsistent therewith, to be forever held and used as such. If the Property ceases to be used as such, said Property shall then revert to the SJAFCA, its successors or assigns, which does hereby reserves the power of termination and right to reenter and take possession and title thereto".

The detention basin consists of three parcels (APNs 124-300-05, 124-300-09, and 124-300-10) totaling approximately 26.7 acres. The City of Stockton Municipal Utilities Department proposes to construct a new potable water reservoir and associated pump station in the northern portion of Detention Basin No. 2.

This Project will construct new potable water storage and pumping facilities for northeast Stockton as recommended by the 2021 Water Master Plan Update adopted by Stockton City Council in February 2021. The Project aims to enhance overall system reliability, boost system pressures during peak hour demand conditions, and satisfy future drinking water needs as detailed in the 2021 Water Master Plan Update.

The northern portion of Detention Basin No. 2 is currently vacant and not being used.



CITY OF STOCKTON

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www.stocktonca.gov

The City of Stockton Municipal Utilities Department is requesting that SJAFCA authorize the use of the detention basin as the site for a potable water reservoir and the associated pumping facility, in accordance with the limitations outlined in the deed.

If you have any questions or require additional information, please contact Ali Gharegozloo at 209-608-7533, or ali.gharegozloo@stocktonca.gov.

A handwritten signature in black ink, appearing to read 'C. Mel Lytle'.

C.MEL LYTLE, Ph.D.
DIRECTOR OF MUNICIPAL UTILITIES

CML:AG:KJ:md

Attachments

Resolution No. ~~05-0219~~**STOCKTON CITY COUNCIL**

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT
WITH THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJAFCA) TO
ACCEPT TRANSFER OF OWNERSHIP OF THE SJAFCA DETENTION BASIN NO. 2
LOCATED AT 2960 MORADA LANE

WHEREAS, the City of Stockton entered into a Joint Powers Authority in May 1995 with San Joaquin County and the San Joaquin County Flood Control and Water Conservation District to create the San Joaquin Area Flood Control Agency (SJAFCA). SJAFCA was formed in response to the Federal Emergency Management Agency (FEMA) attempt to issue new Flood Insurance Rate Maps (FIRMs) placing all of metropolitan Stockton and the surrounding County areas in a floodplain, and

WHEREAS, as part of the SJAFCA effort, Detention Basin No. 2 was constructed to control stormwater runoff to downstream areas, and

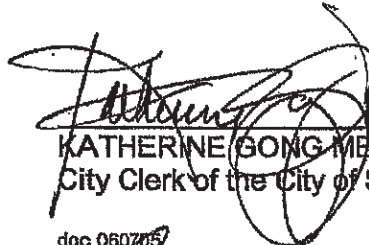
WHEREAS, through a cooperative agreement with SJAFCA, the City of Stockton and the Woodbridge Irrigation District have, over the past two years, utilized the basin to percolate approximately 850 acre-feet of water into the ground; now, therefore,

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

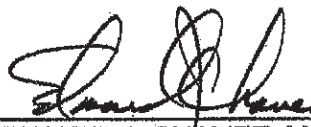
That the City Manager is hereby authorized to enter into agreement with the San Joaquin Area Flood Control Agency (SJAFCA) to convey ownership in fee title of the SJAFCA Detention Basin 2 located at 2960 Morada Lane to the City of Stockton.

PASSED, APPROVED and ADOPTED JUN 7 2005

ATTEST:


KATHERINE GONG-ME
City Clerk of the City of Stockton




EDWARD J. CHAVEZ, Mayor
of the City of Stockton

doc 060705

CITY ATTY
REVIEW _____

DATE 4/1/05

When Recorded, Return To:

City of Stockton
Housing and Redevelopment Department
425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202

DOC # 2005-190803

08/03/2005 03:17P Fee:NC

Page 1 of 8

Recorded in Official Records

County of San Joaquin

GARY W. FREEMAN

Assessor-Recorder-County Clerk

Paid by SHOWN ON DOCUMENT



GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, the SAN JOAQUIN AREA FLOOD CONTROL AGENCY, a public body of the State of California, herein called "Grantor," hereby grants to the CITY OF STOCKTON, a municipal corporation in the County of San Joaquin, State of California, herein called "Grantee," all that real property situated in San Joaquin County, California, known as Detention Basin No. 2, located immediately south of Morada Lane and immediately east of Union Pacific Rail Road ("UPRR"), formerly Southern Pacific Rail Road ("SPRR"), more fully described in the attached Exhibit "A," which is incorporated herein by this reference (the "Property").

Said Property is granted to the Grantee by Grantor on the express condition that the Property be used as a groundwater recharge facility, water retention basin and any other use not inconsistent therewith, to be forever held and used as such. If the Property ceases to be used as such, said Property shall then revert to the SJAFCA, its successors or assigns, which does hereby reserve the power of termination and right to reenter and take possession and title thereto.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY


James B. Giottonini, Executive Director

Dated: 7/25/05

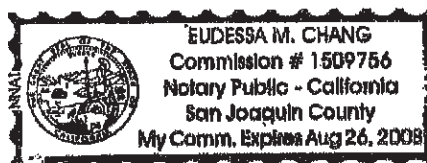
STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN } SS

On July 25, 2005 before me, Eudessa M. Chang, Notary Public
(Name and Title of Officer)

personally appeared James B. Giottonini ☒ personally
known to me, () or 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.

WITNESS my hand and official seal.

Eudessa M. Chang
Signature of Notary



ACCEPTANCE

This is to certify that the interest in real property conveyed by this Grant Deed from the SAN JOAQUIN AREA FLOOD CONTROL AGENCY, a public body of the State of California, to the CITY OF STOCKTON, a municipal corporation, is hereby accepted by the undersigned pursuant to the order of the Stockton City Council, adopted on August 24, 2004, a certified copy of which resolution was recorded on October 12, 2004, as Document No. 2004-231476, Official Records of San Joaquin County, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: 7-29-05

Richard E. Nosky, Jr.
RICHARD E. NOSKY, JR.
CITY ATTORNEY

97033780.

EXHIBIT A

COMMENCING at the Southeast corner of Section 11, Township 2 North, Range 6 East, Mount Diablo Base and Meridian, and running thence due North 2935 feet along the East side of said Section 11, thence North 72°00' West 1298 feet; thence South 7°27' West 3364 feet to a point in the center of lane and on the South line of Section 11; thence North 89°40' East along the South line of said Section 11, 1670 1/2 feet to the point of beginning excepting the land included in the right of way of the Central Pacific Railway Company.

ALSO EXCEPT 9.40 acres conveyed to Cornelius Swain per Deed in Book "A" of Deeds, Vol. 76, Page 633, as follows:

COMMENCING at the Southeast corner of Section 11, Township 2 North, Range 6 East, Mount Diablo Base and Meridian and running thence North along the East line of said Section 780 feet to the center line of canal, thence Southwesterly along the center line of said canal to the East side of land included in the right of way of the Central Pacific Railroad, thence Southerly along the East line of said right of way 482 feet to the South line of said Section 11; thence North 89°40' East along said South line, 661 1/2 to the place of beginning.

ALSO EXCEPT THEREFROM that portion granted to Barnett-Range Corporation, a California corporation, recorded August 4, 1977, in Book 4291, Page 224, San Joaquin County Records.

ALSO EXCEPT that part in the 24.39 acre tract conveyed to J.U. Castle lying North of center of County Road as per Deed dated May 13, 1926.

ALSO EXCEPT that portion thereof lying West of the East line of the lands described as Parcel 2 in the Deed from Southern Pacific Transportation Company recorded April 22, 1980 as Recorder's Document No. 80026382, Official Records of San Joaquin County.

ALSO EXCEPT that portion as conveyed to San Joaquin County Flood Control and Water Conservation District by Quitclaim Deed recorded May 7, 1973 in Book of Official Records, Vol. 3761, Page 673, San Joaquin County Records.

Assessor's Parcel Number: 092-070-16

97033780

The land referred to in this Report is situated in the County of San Joaquin, State of California, and is described as follows:

CITY OF STOCKTON

A portion of the Northeast quarter of section eleven (11) Township two (2) North, Range six (6) East, Mount Diablo Base & Meridian, more particularly described as follows, to wit:

Beginning at a point in the East line of said Section 11, at the corner common to the Johnson and Barosso Properties, said corner bearing Southerly 2305 feet from the Northeast corner of said Section 11, and also bearing Northerly 2395 feet from the Southeast corner of said Section 11, thence North 72° 54 minutes West along the line between the Johnson and Barosso Properties, 464.3 feet to a point in the East line of the 100 foot right of way occupied by Southern Pacific Railroad; thence North 3° 15 minutes East along said line of occupied right of way 0.8 feet to the South line of the Mrs. Castle Road No. 578; thence along the South line of said Mrs. Castle Road No. 578 North 89° 39 minutes East 441.9 feet to a point in the East line of said Section 11; thence along the East line of said Section 11; South 0° 46 minutes East 140 feet to the point of beginning.

EXCEPTING THEREFROM any portion thereof lying within the 400 foot Congressional Grant right of way of Central Pacific Railway Company, a Corporation.

ALSO EXCEPT THEREFROM that portion conveyed to the San Joaquin County Flood Control and Water Conservation District by document recorded April 6, 1973 in Book of Official Records Vol. 3752, Page 251.

ALSO EXCEPT THEREFROM all minerals, oils, petroleum and kindred substances under or in the whole or in part or portion of the herein described property as reserved by Helen L. Johnson, a single person in Deed recorded May 20, 1944 in Book of Official Records Vol. 877, Page 243.

Assessor's Parcel Number: 092-070-17

97033780

The land referred to in this Report is situated in the County of San Joaquin, State of California, and is described as follows:

CITY OF STOCKTON

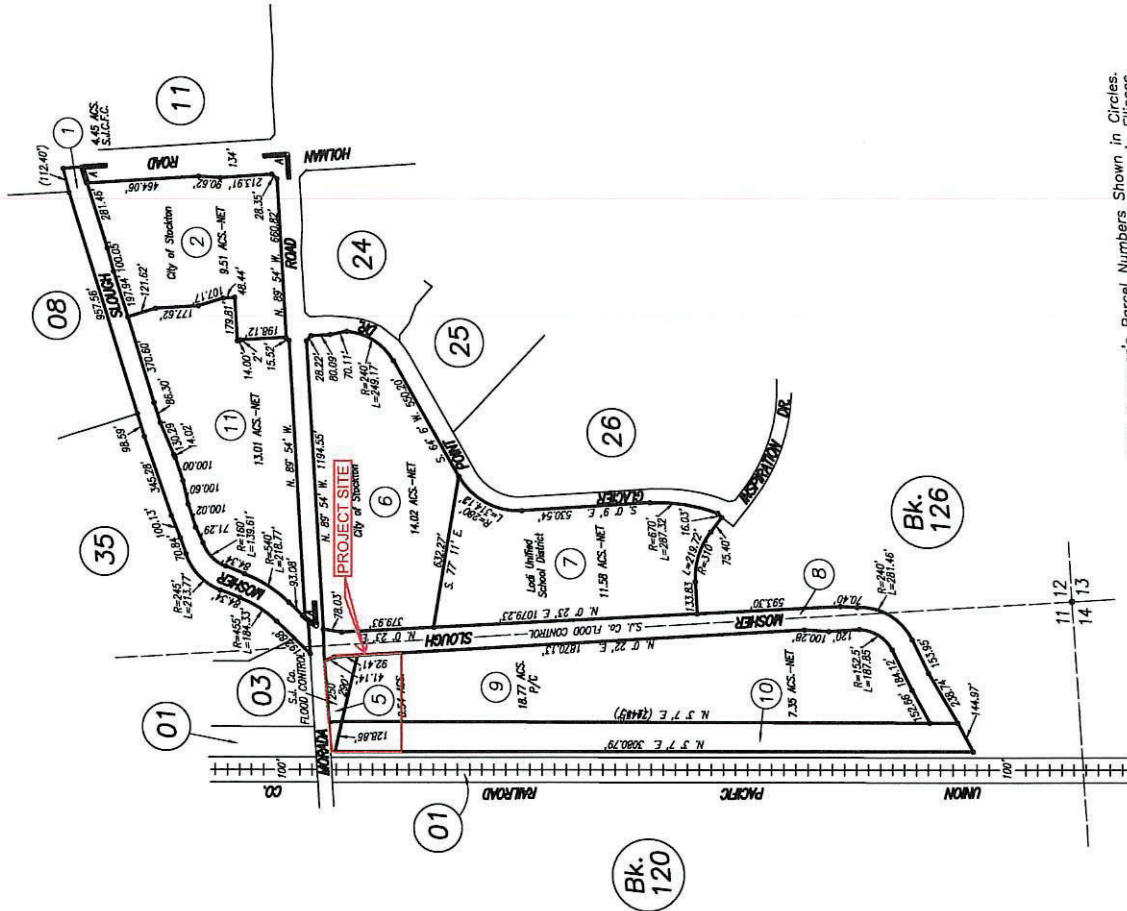
BEGINNING at the point of intersection of the Southerly line of said Section 11 with the Easterly line of land (400 feet wide) of Southern Pacific Transportation Company; said point being distance South $89^{\circ}42'30''$ West 510.16 feet from the Southeast corner of said Section 11; thence North $3^{\circ}43'30''$ East along said Easterly line of 3040.71 feet to a point in the Northerly line of land described as Parcel II in Deed of Trust dated August 14, 1928, between Angelo Barosso, et ux, Trustor and Jeremiah Aker, beneficiary recorded August 14, 1928 in Volume 202 of Official Records, Page 443, records of San Joaquin County; thence North $72^{\circ}13'00''$ West along said Northerly line of 128.86 feet to a point in a line parallel with and distance 125.00 feet Westerly measured at right angles, from said Easterly line, thence South $3^{\circ}43'30''$ West along said parallel line, 3080.79 feet to a point in said Southerly line; thence North $89^{\circ}42'30''$ East along said Southerly line 125.31 feet to the point of beginning.

EXCEPTING THEREFROM any and all real property lying within the Exterior Boundaries of that certain parcel of land identified as "185.315 Acre Parcel", on that certain Grant Deed and Certificate of Lot Line Adjustment recorded January 30, 1996 as Instrument No. 96009752.

EXCEPTING THEREFROM all mineral, oil, gas, hydrocarbon substances and associated substance in and under or produced and saved from said real property, below a depth of 500 feet without the right of surface entry.

Assessor's Parcel Number: 092-070-18

POR. SECS. 11 & 12, T.2N. R.6E., M.D.B.&M.

[illegible]

CITY OF STOCKTON
Assessor's Map Bk. 124 Pg. 30
County of San Joaquin, Calif.

94-05

NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.



DOMENICHELLI AND ASSOCIATES, INC.
CIVIL ENGINEERING

April 28 2026

Juan Neira
Senior Civil Engineer
San Joaquin Area Flood Control Agency

Subject: Mosher Slough Detention Basin #2 – Additional Use of Site

Dear Juan-

Mosher Slough Detention Basin No. 2 is a component of the SJAFCA, Flood Protection Restoration Project. This feature was designed essentially as a quarry basin to supply materials for new levee construction for the SJAFCA Project. It was also designed to serve as detention storage for future local development adjacent to Mosher Slough.

The northern portion of the basin site that was used as an access and material loading area was not intended to be excavated for detention and was therefore left at a higher elevation than the storage basin. This northern portion of the site is the area currently being considered for additional use by the City of Stockton for potable water storage tanks and pumping facilities. The volume of material excavated in the lower (southern) portion of the site to supply levee material, created a basin with much more storage capacity than required for the flood detention needs. In addition, there are no inflow or outflow components for the basin located in the northern portion of the site being considered for re-use by the City.

As the lead engineer for completing hydrology and hydraulic analyses for the entire Flood Protection Restoration Project, I confirm that allowing the City to construct the new potable water improvements at the intended northern portion of the site will have no impact on the capacity or operations of the detention facilities.

Let me know if you have any questions.

Sincerely,

Joe Domenichelli
Domenichelli & Associates

RESOLUTION NO. SJAFCA 26-07

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

**AUTHORIZATION FOR ADDITIONAL USE OF THE DETENTION BASIN
No. 2 SITE**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA
FLOOD CONTROL AGENCY, AS FOLLOWS:

Adopt a resolution:

1. Approving the staff's finding that the City's proposed use of the basin for installing water storage tanks and pumping facilities on the elevated area is consistent with the basin's purpose for groundwater recharge and water detention, and
2. Authorizing the City's requested use of the Detention Basin No. 2 site.

PASSED, APPROVED, AND ADOPTED this 14th day of May 2026.

Michael Blower, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

Darren Suen, Secretary
of the San Joaquin Area
Flood Control Agency.

APPROVED AS TO FORM:

Scott L. Shapiro, Legal Counsel
for the San Joaquin Area
Flood Control Agency

Agenda Item 5.2

May 14, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director

SUBJECT: **CERTIFICATION OF FINAL COMBINED SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT II / SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT FOR THE SAN JOAQUIN RIVER BASIN, LOWER SAN JOAQUIN RIVER, CALIFORNIA PROJECT - COMPENSATORY MITIGATION PLAN**

RECOMMENDATIONS

It is recommended that the Board of Directors adopt a resolution to:

1. Certify the Supplemental Environmental Assessment II / Supplemental Environmental Impact Report for the San Joaquin River Basin, Lower San Joaquin River, California Project – Compensatory Mitigation Plan.
2. Authorize the Executive Director to execute and file a Notice of Determination and approve the compensatory mitigation plan for the San Joaquin River Basin, Lower San Joaquin River, California Project.

DISCUSSION

The San Joaquin River Basin, Lower San Joaquin River, California, Project (LSJR Project) is a cooperative flood risk management effort by the U.S. Army Corps of Engineers (USACE) with its non-Federal sponsors (NFS), the Central Valley Flood Protection Board (CVFPB) and the San Joaquin Area Flood Control Agency (SJAFCA). The NFS is responsible for demonstrating compliance with State of California (CEQA) requirements for the LSJR Project.

Background

The 2018 San Joaquin River Basin, Lower San Joaquin River, CA, Final Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report (2018 LSJR IIFR/EIS/EIR) evaluated seven alternatives to reduce flood risk to the City of Stockton and surrounding areas. Alternative 7a was identified as the recommended plan and is now the authorized LSJR Project. The LSJR Project includes 23 miles of levee improvements and two closure structures, one at Fourteen mile Slough and the other at Smith Canal. The levee improvements include cutoff walls, deep soil mixing (seismic remediation), a new levee, levee geometry improvements, and erosion protection.

The 2018 LSJR IIFR/EIS/EIR identified unavoidable habitat impacts associated with the implementation of Alternative 7a, which has now become the authorized LSJR Project. According to Engineer Regulation 1105-2-100, Appendix C, Section C-3(b)(12), there are five methods to mitigate adverse impacts: avoidance, minimization, rectification, reduction, and compensation. The mitigation strategy presented in the 2018 LSJR IIFR/EIS/EIR relied primarily on the purchase of mitigation bank credits to compensate for habitat impacts. However, mitigation banks within the Project's service area currently do not have enough credits available to meet the Project's

AGENDA ITEM 5.2

**CERTIFICATION OF FINAL COMBINED SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT
II / SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT FOR THE SAN JOAQUIN RIVER
BASIN, LOWER SAN JOAQUIN RIVER, CALIFORNIA PROJECT - COMPENSATORY
MITIGATION PLAN (Page 2)**

compensatory mitigation requirements. For this reason, USACE and the NFS have updated the Project's mitigation strategy.

The LSJR Project Compensatory Mitigation Plan (CMP, Appendix A) addresses compensatory mitigation opportunities based on the current estimated unavoidable Project impacts to biological resources. Other actions taken to avoid, minimize, rectify, or reduce impacts are identified in the 2018 LSJR IIFR/EIS/EIR. Additional measures may be identified during the development of designs for each Project phase.

Present Situation

The CMP Supplemental Environmental Impact Report (SEIR) is a combined Supplemental Environmental Assessment (SEA) / SEIR that satisfies the requirements of both the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Each resource is analyzed first according to NEPA regulations, followed by CEQA, with a separate effect determination under each law.

This Final SEA/SEIR supplements the previously certified 2018 LSJR IIFR/EIS/EIR and 2023 TS30L Final SEIR and addresses proposed modifications, changed circumstances, and new information not described in those prior environmental documents. This Final SEA/SEIR provides additional information needed to make the 2018 LSJR IIFR/EIS/EIR and 2023 TS30L Final SEIR, as supplemented, adequate for the CMP. Consistent with CEQA Guidelines Section 15163, this Final SEA/SEIR contains only the information needed to analyze the CMP, including changed circumstances and new information requiring additional environmental review.

The CMP identifies seven options for meeting the compensatory mitigation requirements for the LSJR Project. Based on feasibility and other screening criteria within the CMP, Option 4, which requires a combination of mitigation bank credit purchases and construction of mitigation sites, was ultimately chosen as the selected mitigation plan. Therefore, USACE and the NFS propose to purchase mitigation bank credits for available species and habitat types, and construct mitigation sites on one or more proposed land parcels to meet the remaining mitigation needs for the LSJR Project.

Purchase of habitat credits at an approved mitigation bank would not require any construction or operational impacts and therefore were not discussed in the SEA/SEIR. Construction of a mitigation site on any of the proposed land parcels could include the use of heavy construction equipment to change topography, restore hydrology, spread dredge material, plant and/or transplant vegetation, and/or remove rock. These activities have the potential to cause environmental impacts and would require mitigation, as summarized in the table included in Appendix B.

Operation of the CMP would consist of monitoring and adaptively managing the covered developed mitigation sites until success criteria are met. This description of operation and maintenance activities is consistent with that described and analyzed for biological mitigation sites in the 2023 TS30L Final SEIR; therefore, the analyses related to operational impacts of the CMP were not evaluated in detail in the Final SEA/SEIR.

**CERTIFICATION OF FINAL COMBINED SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT
II / SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT FOR THE SAN JOAQUIN RIVER
BASIN, LOWER SAN JOAQUIN RIVER, CALIFORNIA PROJECT - COMPENSATORY
MITIGATION PLAN** **(Page 2)**

Development of the CMP includes all mitigation measures and environmental commitments contained in the 2018 LSJR IIFR/EIS/EIR and 2023 TS30L Final SEIR, as listed below and incorporated here be reference:

- 2018 LSJR IIFR/EIS/EIR Environmental Commitments (Table 8-2 on pages 8-8 and 8-9 of the 2018 LSJR IIFR/EIS/EIR)
- 2018 LSJR IIFR/EIS/EIR Mitigation, Monitoring, and Adaptive Management Plan (Addendum J within Addendum D of the 2018 LSJR IIFR/EIS/EIR)
- 2018 LSJR FR/EIS/EIR resource area-specific Environmental Commitments (listed throughout sections 5.1 through 5.21)
- 2023 TS30L Final SEIR Mitigation Monitoring and Reporting Program (Appendix A of the 2023 TS30L Final SEIR)

With this, the impacts of CMP implementation would remain consistent with and would not result in new or more severe potentially significant impacts than those identified in the 2018 LSJR IIFR/EIS/EIR and the 2023 TS30L Final SEIR. See Appendix B for a summary table of impacts under CEQA and mitigation measures.

FISCAL IMPACT

The properties were or will be acquired and developed for mitigation using the various capital funds (e.g. Lower San Joaquin River Project, etc). Adequate funds exist in these accounts for this work.



APPROVED:
DARREN SUEN, PE
EXECUTIVE DIRECTOR

Attachments:

1. Attachment 1 (Resolution 26-08)
2. Attachment 2 (LSJR CMP SEA_FONSI, Final Supplemental Environmental Assessment II / Supplemental Environmental Impact Report, CMP SEA_SEIR_Appendices A-G)
3. Attachment 3 (Findings of Fact and Statement of Overriding Considerations for the approval of the Compensatory Mitigation Plan 'CMP' – Findings from the 2018 Feasibility Study-EIR and MMRP)
4. Attachment 4 Draft Notice of Determination

RESOLUTION NO. SJAFCA 26-08

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

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**CERTIFICATION OF FINAL COMBINED SUPPLEMENTAL
ENVIRONMENTAL ASSESSMENT II / SUPPLEMENTAL
ENVIRONMENTAL IMPACT REPORT FOR THE SAN JOAQUIN RIVER
BASIN, LOWER SAN JOAQUIN RIVER, CALIFORNIA PROJECT-
COMPENSATORY MITIGATION PLAN**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN
AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

Authorize SJAFCA's Board of Directors and the Executive Director to:

1. Certify the Supplemental Environmental Assessment II / Supplemental Environmental Impact Report for the San Joaquin River Basin, Lower San Joaquin River, California Project – Compensatory Mitigation Plan.
2. Execute and file Notice of Determination and approve the compensatory mitigation plan for the San Joaquin River Basin, Lower San Joaquin River, California Project.

PASSED, APPROVED AND ADOPTED this 14th day of MAY 2026.

MICHAEL BLOWER, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

DARREN SUEN, Executive Director
of the San Joaquin Area
Flood Control Agency.

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

AGENDA ITEM 5.2

Certification of Final Combined Supplemental
Environmental Assessment II / Supplemental
Environmental Impact Report for the San Joaquin River
Basin, Lower San Joaquin River California Project –
Compensatory Mitigation Plan

Copies of the Attachments 2-4 can be requested
through the SJAFCA office.

These files are too large to fit with the Agenda Packet.

Thank you.

Agenda Item 5.3

May 14, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director

SUBJECT: **APPOINTING A NEW MEMBER OF THE PARADISE CUT BYPASS EXPANSION AND MULTI-BENEFIT PROJECT ADVISORY COMMITTEE**

RECOMMENDATION

It is recommended the San Joaquin Area Flood Control Agency (SJAFCA) Board of Directors adopt a resolution appointing David Strecker as newest member of the Paradise Cut Bypass Expansion and Multi-Benefit Advisory Committee.

Background

A Memorandum of Understanding was entered into by and between the San Joaquin Area Flood Control Agency (SJAFCA), American Rivers, San Joaquin County Resource Conservation District, South Delta Water Agency, and two Reclamation Districts on December 16th, 2021. The MOU provides, among other things, the appointment of members representing groups of stakeholders on the Advisory Committee (AC). The AC was formed to provide a structured approach for participation in the process of formulating a Paradise Cut project that balanced State interests with those of regional entities, including both upstream and downstream stakeholders. In October of 2025, an Advisory Committee member from RD 1, 2, 544, 2089, and 773. Nick Mussi stepped down as a member. There is now currently a vacant seat for this committee. SJAFCA is seeking a primary representative for the seat representing downstream Reclamation Districts 1, 2, 544, 2089, or 773, which was recently vacated.

Present Situation

The application for the new AC Member was posted at the SJAFCA website on March 20, 2026 and had a due date of April 2nd, 2026 at 5:00 P.M. On March 30th, 2026, SJAFCA received an online application submitted by David Strecker from Reclamation District 544. SJAFCA received no other applications within the deadline. Upon closing of the application period, staff compiled, reviewed, and hereby present the AC applicant materials for Board information and consideration. Evaluation of the AC applicant materials by staff included applicant qualifications, relevant experience or expertise, representation of stakeholder interests, and ability to support consensus-based processes.

Based on the discussion above, staff recommends the Board of Directors consider and adopt a resolution appointing David Strecker as newest member of the Paradise Cut Bypass Expansion and Multi-Benefit Advisory Committee.

Action To Be Taken Following Approval

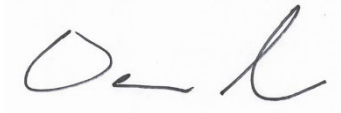
Upon adoption of this staff recommendation, David Strecker will fill the seat vacated by Nick Mussi and represent Reclamation Districts 1, 2, 544, 2089 and 773 on the AC.

AGENDA ITEM 5.3

CEQA

The recommended action does not constitute a project under CEQA Guidelines Section 15378 and is therefore not subject to CEQA because it does not have the potential to result in a physical change in the environment.

Prepared by: Ryan Curry



APPROVED:
DARREN SUEN, PE
EXECUTIVE DIRECTOR

Attachments:

1. Announcement
2. Interest Form
3. Resolution 26-09 Appointing New AC Member



Posting date: Thursday, March 19.

The San Joaquin Area Flood Control Agency is soliciting applications to fill a vacancy on the Paradise Cut Bypass Expansion and Multi-Benefit Project Advisory Committee (Paradise Cut Advisory Committee (AC)). Position is open until filled.

NOTICE IS HEREBY GIVEN that the San Joaquin Area Flood Control Agency (SJAFCA) will accept applications from qualified candidates for appointment to the Paradise Cut Advisory Committee to fill the position of an Advisory Committee Member, as described in the December 16, 2021 [Memorandum of Understanding Identifying SJAFCA as the Lead Agency and Creating the Advisory Committee](#).

The vacancy must be filled by a representative of Reclamation Districts 1, 2, 544, 2089, or 773.

Original applications must be submitted via the [online form here](#). The Advisory Committee position will remain open until filled. The first review of applications is anticipated one week after the posting date.

The staff shall review all applications and provide a recommendation to SJAFCA Board of Directors for approval.

For more information on the application process, please contact Leanne Randall at (350) 333-1146 ext. 6000 or leanne.randall@sjafca.org.



ABOUT SJAFC

The San Joaquin Area Flood Control Agency (SJAFC) is a Joint Powers Authority that was created in May 1995 by the City of Stockton, San Joaquin County and the San Joaquin County Flood Control and Water Conservation District for the purpose of addressing flood protection for the City of Stockton and surrounding County area. The Cities of Lathrop and Manteca joined SJAFC in January 2018.

SJAFC's mission is to reduce flood risk for the Cities of Stockton, Lathrop and Manteca and some adjacent unincorporated County areas.

The business of SJAFC shall be conducted by its nine member Board of Directors with one (1) member of the San Joaquin County Flood Control and Water Conservation District; one (1) member of the Board of Supervisors of the County; two (2) members from Stockton City Council; two (2) members from Lathrop City Council; two (2) members from Manteca City Council; and one (1) member of the public, appointed by a simple majority of the other Board members, who shall reside or work within the boundaries of the Agency.

Interest Form - Paradise Cut Advisory Committee Member

Please complete this form to indicate your interest in serving as a member of the Advisory Committee for Paradise Cut Bypass Expansion and Multi-Benefit Project. Reclamation Districts eligible for membership include RD 1, 2, 544, 2089, and 773.

The Advisory Committee position will remain open until filled. The first review is anticipated one week after the posting date. Following appointment, we anticipate that the Committee will meet at least two more times in 2026/early 2027.

This application is a public document and may be reviewed by any member of the public upon request after the close of the application period. The vacancy must be filled by a representative of RD 1, 2, 544, 2089, or 773.

When you submit this form, it will not automatically collect your details like name and email address unless you provide it yourself.

* Required

1. **Name** | Please provide the full name of the person in your organization who is indicating interest to be an Advisory Committee member. *

David Strecker

2. **Email address** | Please provide the email address that you'd like to use for Advisory Committee communications and invites. *

N/A

3. **Phone number** | Please provide a phone number that you consent to be contacted at via call or text. *

N/A

4. **Reclamation District(s)** | What Reclamation District or Districts would you be representing as a member of the AC? *

544

5. **Meeting Commitment** | If selected, can you commit to attending at least three 2-hour in-person meetings in Stockton or around the Paradise Cut area over the course of 2026, or to coordinating so that your alternate can attend? *

☒ Yes

☐ No

☐ Other

6. **Virtual Attendance** | If unable to attend in person due to extenuating circumstances, will you commit to joining the meeting using Zoom or Microsoft Teams? We would still request that your alternate attend in person if possible. *

☒ Yes

☐ No

☐ Other

7. **Materials Review** | If selected, do you commit to reviewing materials in advance of meetings, so that you can provide feedback on technical matters presented to the Advisory Committee? *

☒ Yes

☐ No

☐ Other

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RESOLUTION NO. SJAFCA 26-09

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

RESOLUTION APPOINTING A NEW PARADISE CUT BYPASS EXPANSION AND MULTI-BENEFIT ADVISORY COMMITTEE MEMBER

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

1. Whereas a vacancy exists on the Paradise Cut Advisory Committee due to the resignation of an existing member Nick Mussi.
2. Whereas David Strecker possesses the experience, qualifications, and commitment necessary to effectively serve on the Paradise Cut Advisory Committee.
3. Whereas it is in the best interest of the San Joaquin Area Flood Control Agency to appoint a qualified individual to ensure the continued effectiveness of the Paradise Cut Advisory Committee.
4. Now, therefore, it is resolved by the Paradise Cut Advisory Committee that David Strecker is hereby appointed to the Paradise Cut Advisory Committee.

DAVID STRECKER NEW AC COMMITTEE MEMBER

PASSED, APPROVED AND ADOPTED this 14th day of May, 2026.

MICHAEL BLOWER, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

DARREN SUEN
Executive Director of the
San Joaquin Area Flood
Control Agency

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

Agenda Item 6.1

May 14, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director

SUBJECT: **BACKGROUND ON PARADISE CUT BYPASS EXPANSION AND MULTI-BENEFIT PROJECT**

RECOMMENDATION

Receive this report providing background and the status of the Paradise Cut Bypass Expansion and Multi-Benefit Project, including master plan development, cost considerations, proposed Phase 1 actions, and the next steps.

Background

The Paradise Cut Bypass Expansion and Multi-Benefit Project is intended to reduce flood risk along the San Joaquin River. Project formulation and feasibility development have been ongoing since 2023. A Memorandum of Understanding (MOU) executed in 2023 designates the San Joaquin Area Flood Control Agency (SJAFCA) as the lead agency for the feasibility phase and establishes an Advisory Committee (AC) to guide project development.

The MOU includes participation from numerous Reclamation Districts (RD's) and identifies Advisory Committee representation from SJAFCA, American Rivers, South Delta Water Agency, the City of Tracy, and four Reclamation Districts.

Project Status

From 2023 through 2024, the project advanced through a formulation process that evaluated multiple master plan alternatives and associated costs, benefits, and feasibility considerations. Two primary alternatives were developed: an Expanded Master Plan (Alternative A) and a Refined Master Plan (Alternative B).

Based on Advisory Committee discussions, there is agreement to move forward with the Refined Master Plan (Master Plan B) and implement the project in phases.

Cost and Feasibility Considerations

The Paradise Cut Bypass Expansion and Multi-Benefit Project faces several cost and implementation challenges, including High railroad modification costs, Expanded South Delta channel restoration and dredging costs, Hydraulic requirements, Costs associated with land within the expanded floodway, Habitat restoration elements, levee modification costs, long term operations and maintenance responsibilities and potential loss of RD revenue.

These factors contribute to a low benefit-cost ratio, limiting opportunities for federal funding and increasing reliance on state or local funding sources.

BACKGROUND ON PARADISE CUT BYPASS EXPANSION AND MULTI-BENEFIT PROJECT

Master Plan Approach and Proposed Elements

To address funding limitations, the project team is pursuing a phased implementation strategy. This approach allows portions of the project to advance as funding becomes available and is intended to achieve long-term outcomes like larger alternatives without requiring full up-front funding. As part of this effort, the Department of Water Resources (DWR) has amended its agreement with SJAFCA, increasing funding from \$3 million to \$5 million to support additional coordination and technical analysis.

The Proposed Master Plan B includes the following major elements: Kisst Dairy setback levee, RD 2058 setback at Paradise Road (downstream of Bend 16), RD 2095 setback levee and upstream weir, RD 2095 weir extension (approximately 930 feet), Four Corners Island habitat enhancement (Salmon Slough), I-5 sediment removal, Bench lowering downstream of the Paradise Cut weir and riparian thinning, Channel restoration and hydraulic mitigation actions.

The Proposed Phase 1 initial implementation may be divided into Phase 1A and Phase 1B and includes: I-5 sediment removal, Bench lowering downstream of the Paradise Cut weir and riparian thinning, RD 2095 weir extension, Kisst Dairy setback, RD 2058 setback at Paradise Road, Channel restoration (dredging cost to be determined), Hydraulic mitigation. The estimated cost for Phase 1 is approximately \$305 million, with an estimated 626 acres added to the floodway.

Key concerns raised by Reclamation Districts and landowners include; Reduced RD revenue and impacts on farming operations, Long-term operations and maintenance responsibilities, Dredging phasing and funding, Property-level impacts within affected districts. Despite these challenges, dredging remains a strong priority for local landowners.

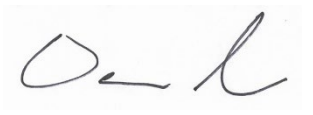
Next Steps

Upcoming actions include; Appointment of Paradise Cut Bypass Expansion and Multi-Benefit Project Advisory Committee member, Amendment of the DWR agreement, Completion of the economic analysis, and development of a detailed phasing plan. The next Advisory Committee meeting is scheduled for May 21, 2026, followed by technical, economic, and environmental analyses in summer 2026 and preparation of a Draft Feasibility Report in fall 2026. A Final Feasibility Report is anticipated for spring 2027.

CEQA

The recommended action does not constitute a project under CEQA Guidelines Section 15378 and is therefore not subject to CEQA because it does not have the potential to result in a physical change in the environment.

Prepared by: Ryan Curry



APPROVED:
DARREN SUEN, PE
EXECUTIVE DIRECTOR

**End of
Agenda Packet**