

RECORDING REQUESTED BY:

City of Merced, A California charter
municipal corporation

WHEN RECORDED MAIL TO:

City of Merced
City Clerk
678 West 18th Street
Merced, California 95340

Exempt from Recording Fees Per
Government Code Section 6103

(Above for Recorder's Use Only)

LEGISLATIVE ACTION AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____ 2025
by and between the City of Merced, a California Charter Law Municipal Corporation ("City")
and Merced Gateway, LLC ("Owner").

W I T N E S S E T H

WHEREAS, Owner has applied to the City for a General Plan Amendment, Zone Change
and Establishment of Planned Development (the "Entitlements") for approximate 73.7 acres of
land at 3345, 3351, 3610 East Gerard Ave, generally located on southwest corner of East Gerard
Avenue and Campus Parkway as legally described on Exhibit "A" and shown on the map at
Exhibit "B", attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, City is willing to consider Owner's request provided that certain conditions
are met.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and
representations contained herein, and for other good and valuable consideration, the receipt and
sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

1. Owner, for himself and all successors thereto, agrees to pay all City and school
district fees, taxes, and/or assessments in effect on the date of subdivision and/or permit
approval, any increase in those fees, taxes, and/or assessments, and any new fees, taxes, and/or
assessments which are in effect at the time water/sewer connection and/or building or
encroachment permits are issued, which may include public facility impact fees, other impact
fees as applicable, and any Mello-Roos taxes—whether for infrastructure, services, or any other
activity or project authorized by the Mello-Roos law, etc., (and to comply with the additional
conditions set forth in Exhibit "C," (City Council Resolution #TBD), attached hereto and
incorporated herein by this reference). Payment shall be made at the time of building permit

issuance unless an Ordinance or other requirement of the City mandates or permits payment of such fees, taxes, and/or assessments at an earlier or subsequent time.

2. Owner desires to comply with the conditions of approval set forth on Exhibit "C," and within this Agreement and acknowledges that the conditions are necessary to mitigate the environmental impact caused by Owner's development or are necessary to offset the costs to the City generated by Owner's development including sewer connection costs pursuant to Chapter 15.16 of the Merced Municipal Code.

3. Owner agrees to pay all sewer connection costs imposed by the City as delineated in Section 15.16.070 of the Merced Municipal Code and to pay all other costs required by Chapter 15.16 of the Merced Municipal Code.

4. The Owner shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, Owner shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which Owner's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the Owner of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the Owner shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

5. City, on its part, agrees to approve Zone Change #435 and Establishment of Planned Development #83 and change the General Plan (City approval) in accordance with Exhibit "B."

6. No building permit or other permit shall be issued that is not in compliance with this Agreement.

7. It is expressly agreed that this Agreement is not intended to limit the power of the City to impose other requirements, limitations, or fees, etc., as a condition of development, and does not relieve the Owner from complying with all other requirements that may be imposed as a condition of development, whether now in existence or hereinafter imposed by the City whether by zone change, subdivision map approval, ordinance, resolution, use permit, or otherwise. The parties agree that this Paragraph does not apply to the approval of a final map and issuance of building permits for project(s) subject to this Agreement on the property described in Exhibit "A."

8. To the extent allowed by law, the conditions of this Agreement constitute covenants running with the land, and shall be enforceable by the City or by any present or future owner of any of the land described in Exhibit "A."

9. Owner agrees to comply with and abide by all conditions set forth by the City relating to the development of the property subject to this Agreement, including installation of all required public improvements.

10. In the event of default by Owner, and in addition to any other remedy available to the City, the City shall have the right to rezone the land back to its original designation and/or to de-annex the land as appropriate.

11. In the event that either City or the Owner shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

12. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

13. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

14. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride,
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 7-28-2025
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

OWNER
Merced Gateway, LLC

Lear Homes of California, LLC

ADDRESS: 8080 N. Pam Ave, Suite 110
Fresno, Ca 95711

TELEPHONE: 925-549-1800
FAX: N/A
E-MAIL: andrea.blain@lennar.com/
madelyn.cuellar.com

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

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

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

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

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT ONE:

PARCEL ONE:

LOT 171, AS SHOWN ON THE MAP ENTITLED, "MAP OF MERCED COLONY", FILED FEBRUARY 3, 1910, IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY, IN [VOL. 4 OF OFFICIAL PLATS, AT PAGE 24](#).

EXCEPTING THEREFROM THAT PORTION DEEDED TO COUNTY OF MERCED, A BODY POLITIC AND CORPORATE ACCORDING TO THAT GRANT DEED RECORDED JULY 30, 2008, AS DOCUMENT NO. [2008-040849](#), OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS, AND OTHER HYDROCARBONS AND MINERALS, AS RESERVED IN THE DEED FROM OSCAR B. CHANEY, ET UX, RECORDED JUNE 30, 1938, IN [BOOK 578 OF OFFICIAL RECORDS, PAGE 211](#), MERCED COUNTY RECORDS.

PARCEL TWO:

LOTS 172, 231 AND 232, AS SHOWN ON HUMAN ENTITLED "MAP OF MERCED COLONY", FILED FEBRUARY 3, 1910, IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY, IN [VOL. 4 OF MAPS, AT PAGE 24](#).

EXCEPTING THEREFROM THAT PORTION DEEDED TO COUNTY OF MERCED, A BODY POLITIC AND CORPORATE ACCORDING TO THAT GRANT DEED RECORDED JULY 30, 2008, AS DOCUMENT NO. [2008-040850](#), OF OFFICIAL RECORDS.

ALSO EXCEPTNG THEREFROM THAT PORTION DEEDED TO CITY OF MERCED, A CALIFORNIA CHARTER MUNICIPAL CORPORATION ACCORDING TO THAT GRANT DEED DATED OCTOBER 18, 2023 AND RECORDED: OCTOBER 31, 2023, AS INSTRUMENT NO. [2023-26063](#), MERCED COUNTY RECORDED.

ALSO EXCEPTNG THEREFROM THE PROPERTY RIGHTS RESERVED IN DEED RECORDED JUNE 4, 1954 IN [VOL. 1158 OF OFFICIAL RECORDS, PAGE 520](#), MERCED COUNTY RECORDS.

TRACT TWO:

PARCEL ONE:

PARCEL 1, AS SHOWN UPON THAT CERTAIN PARCEL MAP RECORDED APRIL 2, 2021 IN [BOOK 119 OF PARCEL MAPS, PAGES 27 THROUGH 31](#), MERCED COUNTY RECORDS.

EXCEPTING THEREFROM, THE INTEREST IN AND TO ALL OIL, GAS, PETROLEUM, NAPHTHA, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF WHATSOEVER KIND AND NATURE, IN, UPON, OR BENEATH THE PROPERTY HEREIN DESCRIBED AS RESERVED IN THE DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS EXECUTOR UNDER THE LAST WILL AND TESTAMENT OF FRED B. FANCHER, DECEASED, RECORDED MARCH 01, 1960 IN [BOOK 1464, PAGE 305](#), OFFICIAL RECORDS AND AS RESERVED IN THE DEED FROM COOK LAND AND CATTLE CO., INC., A CORPORATION RECORDED MARCH 23, 1971 IN [BOOK 1850, PAGE 215](#), OFFICIAL RECORDS, AND AS MODIFIED BY VARIOUS DEEDS OF RECORD.

APN: 061-250-050 [AFFECTS TRACT ONE, PARCEL ONE]
061-250-094 [AFFECTS TRACT ONE, PARCEL TWO]
061-680-001 [AFFECTS TRACT TWO, PARCEL ONE]

PLOTTED 5/11/2025 2:05 PM PLOTTED BY: Rhuibon
DRAWN BY: V&T-M&J Merced Gateway/Planning/Engineering and Mapping/Merced Gateway, CA--2025 LAYOUT L2025_C3-13146

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MERCED GATEWAY PROPOSED CITY OF MERCED GENERAL PLAN EXHIBIT MARCH, 2025

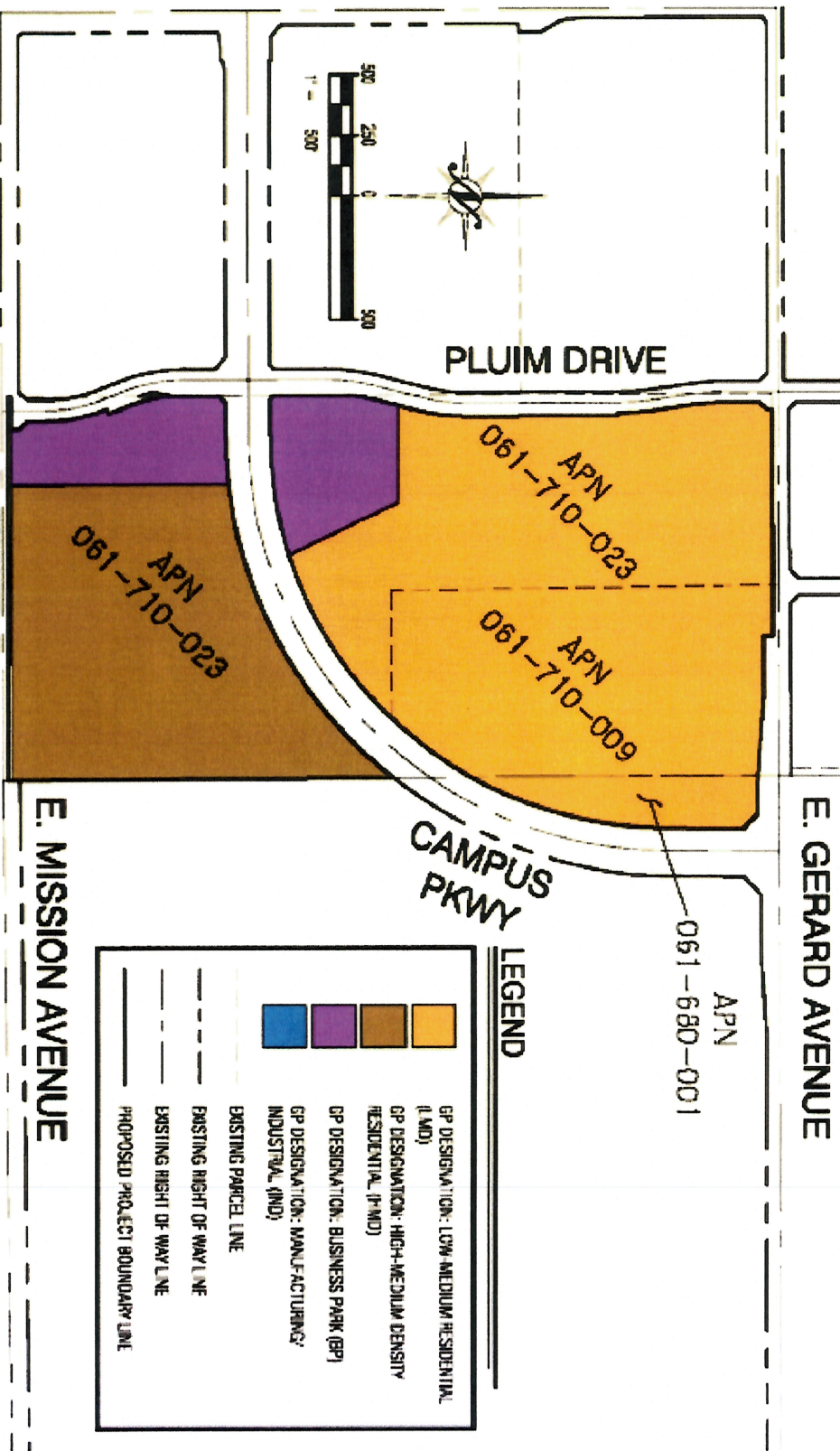


Exhibit B