

**PUBLIC FACILITIES IMPACT FEE  
SETTLEMENT/REIMBURSEMENT AGREEMENT**

THIS PUBLIC FACILITIES IMPACT FEE CREDIT/REIMBURSEMENT AGREEMENT ("Agreement"), made and entered into \_\_\_\_\_, 2026, between the City of Merced, a California Charter Municipal Corporation, hereinafter called "City," and Stonefield Home, Inc., a California Corporation, hereinafter called "Developer," relating to the restriping of M Street and M Street Circle.

**RECITALS**

- A. Developer has an approved Tentative Subdivision Map #1330 – Bellevue Ranch West, Village 18-22 generally located at the southwest corner of M Street and Bellevue Road, within Planned Development (P-D) #42, with a General Plan designation of Low to Medium Density Residential (LMD).
- B. The development is located adjacent to M Street Circle. The addition of proper traffic control signs and restriping of M Street Circle to a one-way is required for proper traffic circulation and safety.
- C. M Street is an arterial roadway included in the City's Public Facilities Program (PFFP). As such, improvements beyond the collector equivalent (74-foot right-of-way) are eligible for credit or reimbursement through the PFFP.
- D. As required by state law, in order for the City to provide credit or reimbursement for these improvements, the contractors working on the improvements were paid prevailing wage rates.
- E. The Developer is required to stripe and add street signs to the west portion of M Street Circle. The City is required to restripe and add street signs on the east portion of M Street Circle.
- F. The Developer has agreed to restripe the east portion of M Street Circle and portions of M Street to provide proper traffic circulation and pedestrian safety for the one-way direction of M Street Circle. These improvements are eligible for credit or reimbursement through the PFFP.

- G. Developer is qualified to receive either a fee credit, a reimbursement, or a combination of fee credit and reimbursement from the City for the Improvements in an amount not to exceed the cost estimate approved by the City Engineer (Exhibit A) as provided in Chapter 17.62 of the Merced Municipal Code and as provided for under the Policy A-32 of the City's Administrative Policy and Procedure.

Based on the foregoing recitals, and in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto mutually agree as follows:

**1. INCORPORATION OF RECITALS**

The RECITALS above are true and correct and constitute an enforceable provision of this Agreement.

**2. POLICIES, ORDINANCES, AND RESOLUTIONS**

Fee credit or reimbursement for the Improvements shall be made only in accordance with policies, ordinances, and resolutions in effect at the time of execution of this Agreement. Such fee credit or reimbursement shall be limited to the items and quantities actually installed or constructed. Estimated items and quantities shall be listed in a schedule to be submitted and approved at the time of execution of this Agreement, and attached hereto as "Exhibit A". The burden of clearly establishing the actual costs of items and quantities installed rests on the Developer.

**3. RESERVED**

**4. REIMBURSEMENT**

If the actual cost of the Improvements is greater than the total amount of fees to be paid for the Development, a reimbursement shall be established hereunder:

- A. Developer shall be reimbursed on a first in time basis and based on the availability of public facility fee program funds. First in time shall be determined by when the public Improvement is completed and accepted by City.

- B. Reimbursement, if funds are available, shall be paid as prescribed in Chapter 17.62 of the Merced Municipal Code and related Administrative Policy and Procedure A-32 following the recording of Notice of Completion by the City, and after correction of any and all deficiencies, assuming no labor and material claims are filed, and after Developer has filed a claim therefore, supported by itemized paid invoices for such work or materials.
- C. Reimbursements shall not bear interest but shall be owed indefinitely until paid in full.

The Developer is entitled to either fee credit or reimbursement, or a combination of both, in an amount not exceed the Engineer's Estimate approved by the City Engineer. No reimbursement shall be given until and unless the Improvements are constructed and accepted by City.

## **5. REIMBURSEMENT AMOUNT**

The Developer is, therefore, entitled to a reimbursement in an amount not to exceed One Hundred Fourteen Thousand One Hundred Twenty Five and 00/100 Dollars (\$114,125.00) for restriping the east portion of M Street and M Street Circle (see Exhibit A).

If the Developer elects to obtain the reimbursement through fee credits, the credit given shall be for a portion of the PFFP fee collected as part of the building permit process. The remaining portion of the PFFP fee would remain the Developer's responsibility. If the reimbursement amount exceeds the PFFP fees for which credits are provided, Developer shall remain entitled to a reimbursement for such difference in accordance with the terms of Section 4.

All of the Improvements shall be subject to the City's final inspection and approval, and in no event shall the reimbursement given hereunder be construed as acceptance of the Improvements, or any portion thereof, by the City.

## **6. NOTICE OF COMPLETION**

Where applicable, City shall record a Notice of Completion with the Merced County Recorder following City's acceptance of the Improvements.

**7. SUCCESSORS AND ASSIGNS**

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

**8. WAIVER**

In the event that either City or Developer 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.

**9. VENUE**

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.

**10. AMENDMENT**

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

**11. INTEGRATION**

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.

**12. AUTHORITY TO EXECUTE**

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

### **13. COUNTERPARTS**

This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

### **14. CONSTRUCTION**

The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Agreement. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and vice versa.

### **15. SECTION HEADINGS**

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

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

ATTEST:  
D. SCOTT MCBRIDE, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: *Craig Snrwell* *3/12/2026*  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

DEVELOPER:  
STONEFIELD HOME, INC.  
A California Corporation

By:   
Greg Hostetler

Its: President

Tax ID No. \_\_\_\_\_

Address: 923 E. Pacheco Blvd, Suite C  
Los Banos, CA 93635

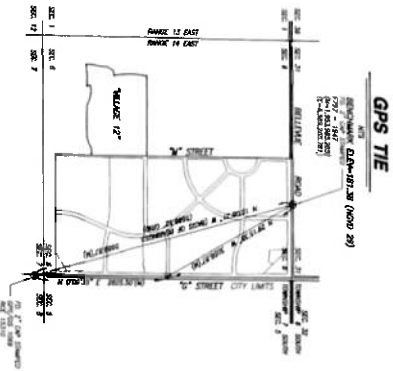
Telephone: (209) 826-6200

# EXHIBIT A

|                                                                                                                                                                                                                                                                                                                                                                                                                                     |                      |                                                                              |        |             |               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------------------------------------|--------|-------------|---------------|
|  <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <b>Womack Striping, Inc.</b><br/>             1336 Lone Palm Ave.<br/>             Modesto, Ca. 95351<br/>             Contractor's Lic. # 647795<br/>             Ph. (209) 550-0771<br/>             Fax (209) 550-0831           </div> |                      | ESTIMATE                                                                     |        |             |               |
| Submitted To:<br>RANCHWOOD                                                                                                                                                                                                                                                                                                                                                                                                          |                      | ATTENTION: JOVAN<br>PHONE:<br>FAX:<br>Cell:                                  |        |             |               |
| Estimate's Date:                                                                                                                                                                                                                                                                                                                                                                                                                    |                      | 10/29/24                                                                     |        |             |               |
| <b>J<br/>O<br/>B</b>                                                                                                                                                                                                                                                                                                                                                                                                                | <b>I<br/>N<br/>F</b> | Job Name:            M STREET & M CIRCLE<br><br>Location:             MERCED |        |             |               |
| Description of Work:                                                                                                                                                                                                                                                                                                                                                                                                                |                      | Quantity                                                                     | Unit   | Rate        | Amount        |
| DOUBLE YELLOW                                                                                                                                                                                                                                                                                                                                                                                                                       |                      | 1,500                                                                        | LF     | \$ 5.00     | \$ 7,500.00   |
| 6" THERMO                                                                                                                                                                                                                                                                                                                                                                                                                           |                      | 12,500                                                                       | LF     | \$ 2.50     | \$ 31,250.00  |
| STOP LEGENDS                                                                                                                                                                                                                                                                                                                                                                                                                        |                      | 3                                                                            | EA     | \$ 350.00   | \$ 1,050.00   |
| YIELD LEGENDS                                                                                                                                                                                                                                                                                                                                                                                                                       |                      | 2                                                                            | EA     | \$ 400.00   | \$ 800.00     |
| ONLY BUS LEGENDS                                                                                                                                                                                                                                                                                                                                                                                                                    |                      | 4                                                                            | EA     | \$ 7,500.00 | \$ 30,000.00  |
| THERMO ARROWS                                                                                                                                                                                                                                                                                                                                                                                                                       |                      | 45                                                                           | EA     | \$ 200.00   | \$ 9,000.00   |
| BIKE LEGENDS                                                                                                                                                                                                                                                                                                                                                                                                                        |                      | 18                                                                           | EA     | \$ 200.00   | \$ 3,600.00   |
| ROAD SIGNS                                                                                                                                                                                                                                                                                                                                                                                                                          |                      | 42                                                                           | EA     | \$ 400.00   | \$ 16,800.00  |
| 8" THERMO                                                                                                                                                                                                                                                                                                                                                                                                                           |                      | 200                                                                          | LF     | \$ 3.00     | \$ 600.00     |
| 12" THERMO                                                                                                                                                                                                                                                                                                                                                                                                                          |                      | 600                                                                          | LF     | \$ 5.00     | \$ 3,000.00   |
| PED XING LEGEND                                                                                                                                                                                                                                                                                                                                                                                                                     |                      | 16                                                                           | EA     | \$ 700.00   | \$ 11,200.00  |
| ONLY LEFT LEGEND                                                                                                                                                                                                                                                                                                                                                                                                                    |                      | 5                                                                            | EA     | \$ 700.00   | \$ 3,500.00   |
| SPEED BUMPS                                                                                                                                                                                                                                                                                                                                                                                                                         |                      | 4                                                                            | EA     | \$ 500.00   | \$ 2,000.00   |
| LADDER CROSSWALK                                                                                                                                                                                                                                                                                                                                                                                                                    |                      | 1                                                                            | EA     | \$ 1,500.00 | \$ 1,500.00   |
| PED BARRICADE                                                                                                                                                                                                                                                                                                                                                                                                                       |                      | 12                                                                           | EA     | \$ 750.00   | \$ 9,000.00   |
| GREEN THERMO SECTIONS                                                                                                                                                                                                                                                                                                                                                                                                               |                      | 12                                                                           | EA     | \$ 2,000.00 | \$ 24,000.00  |
| CHANNELIZERS                                                                                                                                                                                                                                                                                                                                                                                                                        |                      | 1                                                                            | LS     | \$ 1,000.00 | \$ 1,000.00   |
| REMOVAL                                                                                                                                                                                                                                                                                                                                                                                                                             |                      | 1                                                                            | LS     | \$ 4,200.00 | \$ 4,200.00   |
| MOBILIZATION                                                                                                                                                                                                                                                                                                                                                                                                                        |                      | 10                                                                           | EA     | \$ 500.00   | \$ 5,000.00   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                     |                      |                                                                              |        |             |               |
| PREVAILING WAGES                                                                                                                                                                                                                                                                                                                                                                                                                    |                      | CERTIFIED PAYROLL                                                            |        | SUBMITTALS  |               |
| YES                                                                                                                                                                                                                                                                                                                                                                                                                                 | NO                   | YES                                                                          | NO     | YES         | NO            |
| SPECIAL NOTES: EA                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                                                                              |        |             |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                     |                      |                                                                              |        | PRICE:      | \$ 165,000.00 |
| Signed:                                                                                                                                                                                                                                                                                                                                                                                                                             |                      |                                                                              | Title: |             |               |

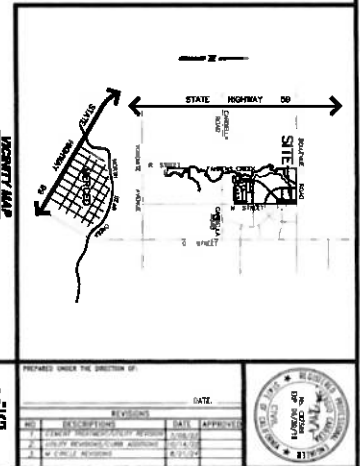
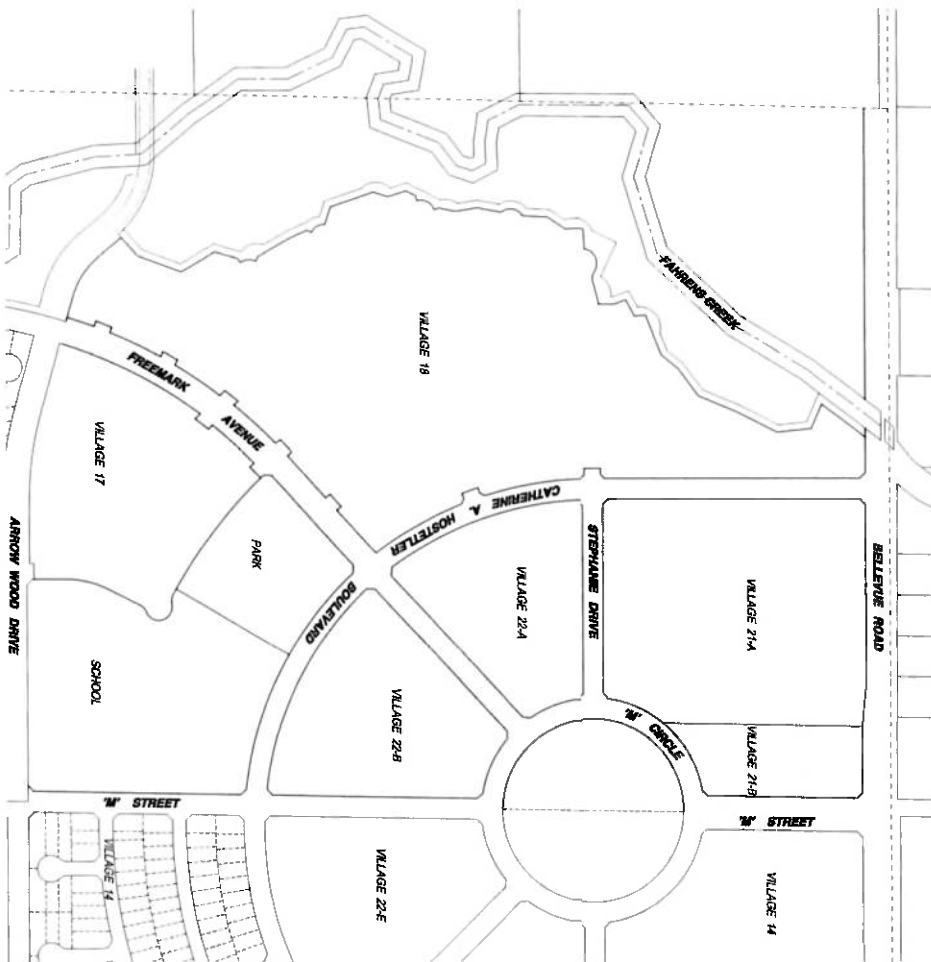
PRICE TO STRIPE M STREET CIRCLE AND PORTIONS OF M STREET.  
 DEVELOPER RESPONSIBLE **\$50,875.00** - WEST PORTION OF M STREET CIRCLE.  
 CITY RESPONSIBLE FOR **\$114,125.00** THE EAST PORTION OF M STREET  
 CIRCLE AND M STREET.

FRONTAGE IMPROVEMENTS & INFRASTRUCTURE PLANS FOR:  
**TRACT NO. 5368**  
**BELLEVUE RANCH WEST**  
**VILLAGE 21 - B**  
**MERCED, CALIFORNIA**



**LEGEND**

| EXISTING                                                                                                                                                                                                                                                                                        | PROPOSED                                                                                                                                                                                                                                                                                        | FUTURE                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. EXISTING PAVED ROAD</p> <p>2. EXISTING UNPAVED ROAD</p> <p>3. EXISTING DRAINAGE</p> <p>4. EXISTING UTILITY</p> <p>5. EXISTING FENCE</p> <p>6. EXISTING TREES</p> <p>7. EXISTING BUILDINGS</p> <p>8. EXISTING LANDSCAPE</p> <p>9. EXISTING EROSION CONTROL</p> <p>10. EXISTING SIGNAGE</p> | <p>1. PROPOSED PAVED ROAD</p> <p>2. PROPOSED UNPAVED ROAD</p> <p>3. PROPOSED DRAINAGE</p> <p>4. PROPOSED UTILITY</p> <p>5. PROPOSED FENCE</p> <p>6. PROPOSED TREES</p> <p>7. PROPOSED BUILDINGS</p> <p>8. PROPOSED LANDSCAPE</p> <p>9. PROPOSED EROSION CONTROL</p> <p>10. PROPOSED SIGNAGE</p> | <p>1. FUTURE PAVED ROAD</p> <p>2. FUTURE UNPAVED ROAD</p> <p>3. FUTURE DRAINAGE</p> <p>4. FUTURE UTILITY</p> <p>5. FUTURE FENCE</p> <p>6. FUTURE TREES</p> <p>7. FUTURE BUILDINGS</p> <p>8. FUTURE LANDSCAPE</p> <p>9. FUTURE EROSION CONTROL</p> <p>10. FUTURE SIGNAGE</p> |



**INDEX**

|    |                                  |
|----|----------------------------------|
| 1  | GENERAL NOTES AND SPECIFICATIONS |
| 2  | STANDARD DETAILS                 |
| 3  | STANDARD DETAILS                 |
| 4  | STANDARD DETAILS                 |
| 5  | STANDARD DETAILS                 |
| 6  | STANDARD DETAILS                 |
| 7  | STANDARD DETAILS                 |
| 8  | STANDARD DETAILS                 |
| 9  | STANDARD DETAILS                 |
| 10 | STANDARD DETAILS                 |
| 11 | STANDARD DETAILS                 |
| 12 | STANDARD DETAILS                 |
| 13 | STANDARD DETAILS                 |
| 14 | STANDARD DETAILS                 |
| 15 | STANDARD DETAILS                 |
| 16 | STANDARD DETAILS                 |
| 17 | STANDARD DETAILS                 |
| 18 | STANDARD DETAILS                 |
| 19 | STANDARD DETAILS                 |
| 20 | STANDARD DETAILS                 |
| 21 | STANDARD DETAILS                 |
| 22 | STANDARD DETAILS                 |
| 23 | STANDARD DETAILS                 |
| 24 | STANDARD DETAILS                 |
| 25 | STANDARD DETAILS                 |
| 26 | STANDARD DETAILS                 |
| 27 | STANDARD DETAILS                 |
| 28 | STANDARD DETAILS                 |
| 29 | STANDARD DETAILS                 |
| 30 | STANDARD DETAILS                 |
| 31 | STANDARD DETAILS                 |
| 32 | STANDARD DETAILS                 |

APPROVED BY THE CITY OF MERCED  
 DATE: 11/19/19  
 BY: [Signature]



DATE: 11/19/19  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 TOTAL SHEETS: 18  
 SHEET NUMBER: 1

**COVER SHEET**  
 FRONTAGE IMPROVEMENTS & INFRASTRUCTURE PLANS FOR:  
**TRACT NO. 5368 - BELLEVUE RANCH WEST**  
**VILLAGE 21-B**  
 MERCED, CALIFORNIA

**BE ICHMARK ENGINEERING, INC.**  
 CIVIL ENGINEERING & LAND SURVEYING  
 507 J STREET - Lodi, CA 95240 • (209) 448-8855  
 (209) 737-0800 FAX: (209) 648-8805

| NO. | REVISIONS               | DATE     | APPROVED    |
|-----|-------------------------|----------|-------------|
| 1   | ISSUED FOR PERMIT       | 11/19/19 | [Signature] |
| 2   | ISSUED FOR CONSTRUCTION |          |             |
| 3   | ISSUED FOR RECORD       |          |             |



[illegible][illegible][illegible]

5. **THE HAZARDOUS WASTE SITUATION:** Among Canada's most hazardous on-site sites are mines and smelters. The mining industry has been responsible for the release of large quantities of toxic substances into the environment, and the mining industry has been responsible for the release of large quantities of toxic substances into the environment. The mining industry has been responsible for the release of large quantities of toxic substances into the environment. The mining industry has been responsible for the release of large quantities of toxic substances into the environment.

[illegible][illegible][illegible]

9. THE ATTORNEYS HAVE ONLY SMALL MARGINS, BUT ARE OF LIMITED SIZE, AND  
10. THE ATTORNEYS HAVE ONLY SMALL MARGINS, BUT ARE OF LIMITED SIZE, AND

4. ELECTROLYTE
5. FUEL CELL
6. CONVERT FROM ELECTRICITY TO FUEL
7. CONVERT FROM FUEL TO A.C. & R.F. POWER SOURCE
8. FUEL CELL
9. POWER ELECTRONICS CDS

11) THE CITY OF AUSTIN AND P.C. 11-1000 TO HAVE THE TELEPHONE SERVICE  
AND ALL SERVICE CABLES DISCONNECTED.

[illegible]

DATE: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
OFFICE OF THE CHIEF OF POLICE

| REVISIONS   |      |
|-------------|------|
| DESCRIPTION | DATE |
|             |      |
|             |      |
|             |      |

INC.  
VEYING  
835  
5

**ENGINEERING**  
**& LAND SURVEYING**  
LOS ANGELES, CALIFORNIA • 90045  
FAX: (209) 548-9300

**CHMARK ENGINEERING**  
107 J STREET - LOS BA  
(208) 737-0900



**BENJAMIN**  
**CIVIL**  
S

|                      |                                                                                     |
|----------------------|-------------------------------------------------------------------------------------|
| IFICATIONS           |  |
| PLANS FOR:<br>H WEST |                                                                                     |

### DES AND SPECIFICATIONS

**GENERAL NOT**  
FRONTAGE IMPROVEMENT  
TRACT NO. 5368-B  
V

JOB NO. 125877  
DATE 11-8-18  
CR BY: AUC/DW  
CR BY: JH  
SCALE: AS SHOWN

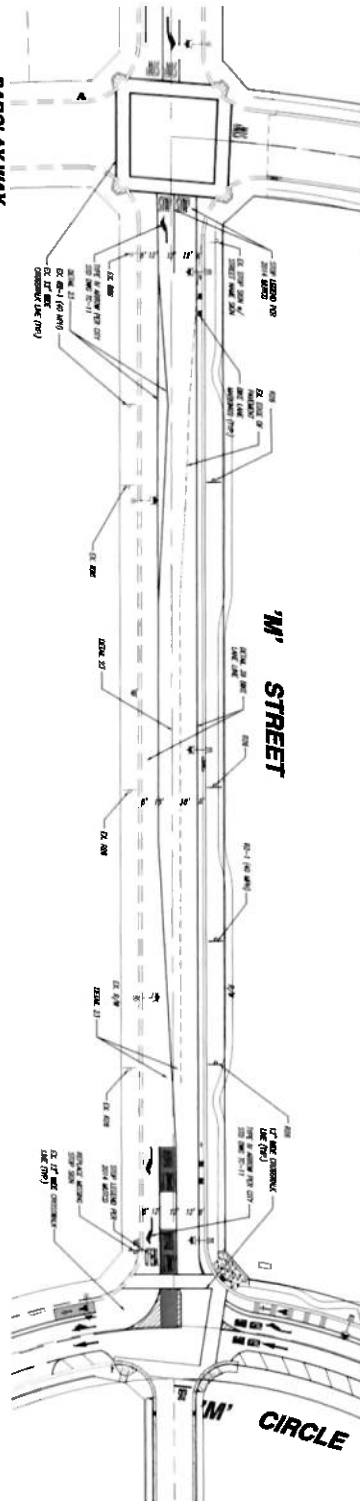
2  
OF 18 SHEETS



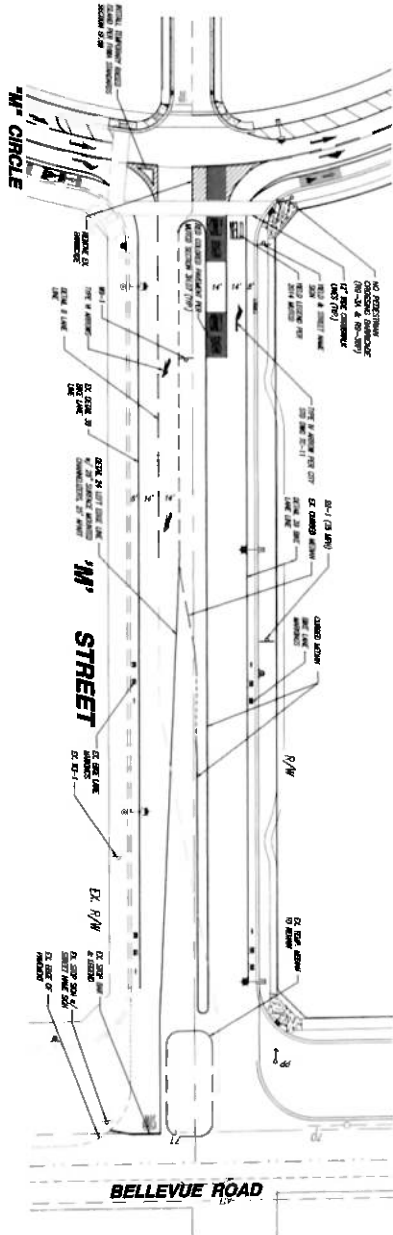
CATHERINE A. HOSTETLER  
BOULEVARD (FUTURE)

BARCLAY WAY

SCALE 1" = 40'



SCALE 1" = 40'



PROJECT  
NUMBER  
**16A**  
OF 18 SHEETS

**STRIPING & SIGNING PLAN**  
FRONTAGE IMPROVEMENTS & INFRASTRUCTURE PLANS FOR  
TRACT NO. 5368-BELLEVUE RANCH WEST  
VILLAGE 21-B  
MERCED, CALIFORNIA



**BENCHMARK ENGINEERING, INC.**  
CIVIL ENGINEERING & LAND SURVEYING  
507 J STREET • LOS BANOS, CALIFORNIA • 93635  
(209) 757-0900 FAX: (209) 548-9305

| REVISIONS |             |        | DATE | APPROVED |
|-----------|-------------|--------|------|----------|
| NO.       | DESCRIPTION | DATE   |      |          |
| 1         | AS SHOWN    | 5/1/04 |      |          |





## 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.

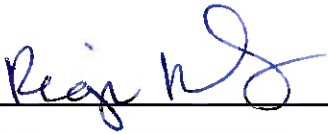
State of California  
County of Merced

On June 11, 2026 before me, Regina A. Robles, Notary Public,  
(insert name and title of the officer)

personally appeared Greg Hostetler,  
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)

