

After Recording Return To:
City of Stockton
Community Development Department
Planning & Engineering Services Div.
425 North El Dorado Street
Stockton CA 95202

SUBDIVISION AGREEMENT
(FINAL MAP)

THIS AGREEMENT is made and entered into as of _____ by and between the CITY OF STOCKTON, hereafter referred to as "CITY," and KB HOME SACRAMENTO INC., A CALIFORNIA CORPORATION, hereinafter referred to as "SUBDIVIDER."

W I T N E S S E T H:

WHEREAS, Subdivider has presented to City for approval a final subdivision map (hereinafter called "MAP") entitled CANNERY PARK, UNIT NO. 5 (VILLAGE G2) -- TRACT NO. 3640 (TM 8-04) which Map has been checked and approved by the County Surveyor; and

WHEREAS, said Map has been filed with the City Engineer for presentation to the City Council of the City for its approval, which Map is hereby referred to and incorporated herein; and

WHEREAS, Subdivider has requested approval of said Map prior to the construction and completion of improvements, including all streets, highways or public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (hereinafter called "subdivision") designated in the Map, all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications (4934C) dated 10/16/2006, prepared by Stantec Consulting, Inc., and consisting of Sheets 1 through 42 are now on file in the Office of the City Engineer; and

WHEREAS, this agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 16, Division 6, of the Stockton Municipal Code.

NOW, THEREFORE, for and in consideration of these premises and the approval of said Map and of the acceptance of the dedications, or some thereof, therein offered, and in order to ensure satisfactory performance by Subdivider of Subdivider's obligations under said Subdivision Map Act and said Municipal Code, the parties hereto agree as follows:

1. PERFORMANCE OF WORK

Subdivider shall construct or cause to be constructed, at Subdivider's own expense, in a good and worklike manner, under the direction and to the satisfaction of the City Engineer, all of the following work and improvements within the subdivision, to-wit:

Those certain improvements designated and shown on said Map as streets, curbs, gutters, sanitary sewers, storm sewers, water mains, street lights, sidewalks, and other on or off-site improvements in

accordance with the plans and specifications on file in the office of City Engineer together with any changes required or ordered by said Engineer, which in the Engineer's opinion, are necessary or required to complete the work.

2. WORK: PLACES AND GRADES TO BE FIXED BY ENGINEER

All of said work is to be done to the satisfaction of the City Engineer, and to the grades as shown upon the approved plans and specifications on file in the Office of the City Engineer. Subdivider warrants that construction will not adversely affect any portion of adjacent properties.

3. WORK: TIME FOR COMMENCEMENT AND PERFORMANCE

At least seventy-two (72) hours prior to the commencement of any work hereunder, Subdivider shall notify City Engineer in writing of the date fixed by Subdivider for commencement thereof, so that City Engineer shall be able to provide services of inspection.

Subdivider will complete, or cause to be completed, within two (2) years of approval of said Map and construction plans by the City Council, all improvements in accordance with the plans and specifications on file as hereinbefore specified, including any changes required or ordered by the said Engineer.

The work shall be performed in a safe and good worklike manner, and enough workers to quickly and adequately perform the work in accordance with normal construction standards for similar jobs shall be employed and used. All work must comply with State of California, Division of Industrial Safety Construction Orders.

Except during an emergency, as determined by the City Engineer, all work shall be performed between the hours of 7:00 a.m. and 9:00 p.m.

Any contractor not performing as required by this agreement may, at the discretion of the City Engineer, be barred from doing any work within the City of Stockton on any subdivision or any public works project for a maximum period of two (2) years.

City may require Subdivider to furnish a licensed Soils Engineer to test and certify that all cuts, fills and trench backfill conform to the requirements of City and State codes.

4. TIME OF ESSENCE: EXTENSION

Time is of the essence of this agreement; provided that in the event good cause is shown, the City Council may extend the time for completion of the improvements hereunder. Any such extension may be granted without notice to the Subdivider's surety, and extensions so granted shall not release or modify the surety's liability on the bond to secure the faithful performance of this agreement, or the payment for labor and materials.

5. REPAIRS AND REPLACEMENTS

Subdivider shall replace, or have replaced, or repair or have repaired, as the case may be, all pipes and monuments shown on the map which have been destroyed or damaged, and Subdivider shall replace or have replaced, repair or have repaired, as the case may be, or pay the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by

reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval of the City Engineer.

6. UTILITY DEPOSITS: STATEMENT

Subdivider shall make all deposits legally required by each public utility corporation for the connection of any and all public utilities to be supplied by such public utility corporation within the subdivision.

7. PERMITS: COMPLIANCE WITH LAW

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

8. SUPERINTENDENCE BY SUBDIVIDER

Subdivider shall give personal superintendence to the work on said improvement, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Subdivider.

9. INSPECTION BY CITY

Subdivider shall at all times maintain proper facilities, and provide safe access for inspection by City, to all parts of the work, and to the shops wherein the work is in preparation.

10. CONTRACT SECURITY

Concurrently with the execution hereof, Subdivider shall furnish:

- A. A cash bond guaranteeing payment for placing monuments in the amount of (11 Monuments)..... \$22,000.00
- B. A surety bond, cash deposit or letter of credit (50% of the public improvements cost) as security for the faithful performance of this agreement in the amount of \$846,023.00
- C. A separate security bond, cash deposit or letter of credit (50% of the public improvements cost) as security for the payment of all persons performing labor and furnishing materials in connection with this agreement in the amount of \$846,023.00

The surety on each of said bonds shall be a corporate surety company authorized to transact business in the State of California, and the form thereof shall be satisfactory to the City Attorney and the Administrative Services Officer. Release of securities shall be as follows:

A. Security given for faithful performance shall be released after the City has finally accepted the work, and provided that security of at least ten (10) percent of the public improvements cost has been retained or security has been furnished to the City to guarantee and warrant the work for 1-year following the date of such acceptance of the work.

B. Security securing the payment to the contractor, the subcontractors of the contractor, and to persons furnishing labor, materials or equipment shall be released sixty (60) days after recording the Notice of Completion provided that the City has finally accepted the work and provided no claims or liens have been filed with the City. If claims of lien have been filed, an amount of security at least equal to the claims shall be retained pending the outcome of the claims.

C. The security guaranteeing that the completed work remains satisfactory during the required 1-year warranty period shall be released upon correction, by Subdivider, of any defects in the work existing at the end of the warranty period.

D. Monument security shall be released in accordance with the provisions of Section 66497 of the Government Code.

In the event that improvements do not conform to the plans and specifications or defects are not corrected within the time limit specified by the City, the City shall have the authority to order the necessary work done and to recover the cost of such work as well as any costs of enforcing such obligation, including attorney fees, from the Subdivider and the Subdivider's surety or the financial institution providing the Instrument of Credit.

11. INDEMNITY AND HOLD HARMLESS AGREEMENT

With the exception that this section shall in no event be construed to require indemnification by SUBDIVIDER to a greater extent than permitted under the public policy of the State of California, SUBDIVIDER shall, indemnify, protect, defend with counsel approved by CITY and at SUBDIVIDER'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and subdivider fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by SUBDIVIDER or SUBDIVIDER'S officers, agents, employees, volunteers or subcontractors. SUBDIVIDER shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of SUBDIVIDER to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by SUBDIVIDER under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by SUBDIVIDER to a greater extent than permitted under the public policy of the State of California, the parties agree that SUBDIVIDER'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under

this Agreement by SUBDIVIDER or SUBDIVIDER'S officers, agents, employees, volunteers or subcontractors. SUBDIVIDER'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this Agreement, or other obligation or fault has been determined. SUBDIVIDER shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert subdivider and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse SUBDIVIDER for amounts paid in excess of SUBDIVIDER'S proportionate share of responsibility for the damages within 30 days after SUBDIVIDER provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures SUBDIVIDER is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by SUBDIVIDER to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, SUBDIVIDER shall indemnify, defend, and hold harmless CITY its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of SUBDIVIDER, regardless of whether such claim may be covered by any applicable workers compensation insurance. SUBDIVIDER'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the SUBDIVIDER under workers' compensation acts, disability acts, or other employee benefit acts.

INSURANCE REQUIREMENTS

Subdivider shall comply with the insurance requirements set forth in Exhibit B.

12. TITLE TO IMPROVEMENTS

Title to, and ownership of, all improvements constructed hereunder by Subdivider shall vest absolutely in City, upon completion and acceptance of such improvements by City, except as otherwise may be provided in this agreement. Prior to final acceptance by the City, the Subdivider shall submit to the City Engineer accurately revised "as built" plans showing all the sanitary, storm and water lateral locations, monuments with tie notes and unit prices and quantities of the underground sewer, storm drainage, water, street lighting and street facilities installed as part of this subdivision unit.

13. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

If, within a period of one (1) year after final acceptance of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Subdivider, or any of the work done under this agreement, fails to fulfill any of the requirements of this agreement or the specifications referred to herein, Subdivider shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act within thirty (30) days after written notice or in case of emergency, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the actual cost of such repairs plus twenty-five (25) percent as administrative costs. In

accordance with Section 16.72.070 of the Stockton Municipal Code, the subdivider shall deposit \$16,920.00 with the City to correct deficiencies and conditions caused by the Subdivider or contractor during or after the construction of this subdivision.

14. SUBDIVIDER NOT AGENT OF CITY

Subdivider or any of Subdivider's agents or contractors are not or shall not be considered agents of City in connection with the performance of Subdivider's obligations under this agreement.

15. COST OF ENGINEERING AND INSPECTION

Prior to commencement of construction, the Subdivider shall pay to the City of Stockton the cost for the checking of engineering plans, inspection of the work, and the checking and testing of the materials at the appropriate existing rate. The cost of such improvements is based on an approved estimate, or on the construction contract, if awarded prior to filing of the map with the City Council.

<u>Plan Checking Fee</u>	=	\$36,965.94
<u>Inspection Fee</u>	=	\$59,744.61

No work shall be performed without inspection by the City. Any work performed without an inspection will not be accepted by the City.

All work, which requires inspection, shall be performed during the City's normal working hours and work days. If any work is performed before 8:00 a.m., after 5:00 p.m., or on a City holiday, or on a weekend, there must be a request in writing twenty-four (24) hours in advance for an inspector during those hours, and there must be paid to the City double the Inspector's hourly cost to the City. This payment is not included in the 3.5 percent (3.5%) engineering and inspection fee.

If an inspector is not available to work during such hours, as requested, no work shall be performed during those hours.

16. FILING FEES

Concurrently with execution hereof, Subdivider shall pay a computer mapping fee of \$514.00 (\$148 + \$3/lot), a map filing fee of \$3,526.00 and, present one check for recording the Map and the agreement, payable to the San Joaquin County Recorder in the amount of \$27.00 and \$221.00, respectively. City will forward the checks with the Map for recording.

17. NOTICE OF BREACH AND DEFAULT

If Subdivider refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Subdivider should be adjudged a bankrupt, or Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed in the event of Subdivider insolvency, or if Subdivider, or any of Subdivider's contractors, subcontractors, agents, or employees should violate any of the provisions of this agreement, City Engineer or City Council may serve written notice upon Subdivider and Subdivider's surety of breach of this agreement or of any portion thereof and default of Subdivider.

18. BREACH OF AGREEMENT: PERFORMANCE BY SURETY OR CITY

In the event of any such notice, Subdivider's surety shall have the duty to take over and complete the work and the improvements herein specified; provided, however, that if the surety, within ten (10) days after the serving upon it of such notice of breach does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within ten (10) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for the cost and damages occasioned City thereby; and, in such event, City without liability for so doing may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary therefor. The City reserves to itself all remedies available to it at law or in equity for breach of Subdivider's obligations under this Agreement. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. In the event that Subdivider fails to perform any obligations hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney fees.

19. NOTICES

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

CITY ENGINEER
425 NORTH EL DORADO STREET
STOCKTON CA 95202

Notices required to be given to Subdivider shall be addressed as follows:

KB HOME SACRAMENTO INC.
3005 DOUGLAS BLVD., SUITE 250
ROSEVILLE CA 95661

Notices required to be given to surety of Subdivider shall be addressed as follows:

THE CONTINENTAL INSURANCE COMPANY
2020 MAIN STREET, SUITE 750
IRVINE CA 92614

Provided that any party or the surety may change such address by notice in writing to the other party and, thereafter, notices shall be addressed and transmitted to the new address.

20. FIRE PROTECTION

No building permits will be issued in this subdivision until the water system has been completed and tested and all access streets installed and made serviceable. This provision may be modified or waived if an alternate method of providing fire protection is provided and approved by

the Stockton Fire Department.

21. STREET TREE FEE

The Subdivider shall pay a street tree fee based on \$195 per tree to be furnished and installed by the City.

Street Tree Fee: 150 trees @ \$195 ea. = \$29,250.00

22. STREET NAME SIGN FEE

The Subdivider shall pay a street name sign fee based on \$270 per sign to be furnished and installed by the City.

Street Name Sign Fee: 7 signs @ \$270 ea. = \$1,890.00

23. SUMMARY OF FEES

The fees mentioned in this Agreement are summarized in Exhibit A attached hereto and incorporated herein by reference. However, some fees such as the Public Facilities Fee and Parkland Fee, which are collected at the building permit stage, are not included in this summary.

24. BINDING UPON SUCCESSORS

This agreement shall be binding upon and inure to the benefit of, and be enforceable by and against, the heirs, successors, and assigns of the parties hereto, subject to the terms hereof.

25. ASSIGNMENT

Subdivider shall have the right to assign (by sale, transfer, or otherwise) directly or indirectly, all or part of its rights, duties and obligations under this agreement as to any portion or all of the Property upon a specific written request and written consent by the City Manager which shall not be unreasonably withheld, delayed or conditioned. Except that Subdivider may, without the consent of the City, assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement. Notice of an assignment to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets shall be given to the City in writing within 30 days of such change. Upon any such assignments, the Subdivider shall be released from its obligations under this agreement and shall receive the immediate return of all security deposits, including, but not limited to bonds, letters of credit, security instruments or any other financial commitments upon the replacement of same by the assignee. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.

26. SPECIAL PROVISIONS

The subdivision of the property subject to the Map described herein shall be subject to the tentative map conditions in TM8-04 as shown in Exhibit C attached hereto, and the timing and implementation of said conditions shall be in accordance with the "Master Subdivision Agreement Cannery Park" attached hereto as Exhibit D, and hereby made a part of this agreement.

The property to be subdivided by the Map described herein shall participate in the Cannery Park Storm Water Quality Assessment District formed by City Council on November 15, 2005 by Resolution 05-0505.

Note: No building permits shall be issued until the Map described herein is recorded.

Note: Right-of-way dedication for bus turnouts, street right-of-way, and slope easements for grade separations shall be dedicated when necessary with the Map described herein.

ATTEST:

BONNIE PAIGE
CITY CLERK

By _____

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

BY _____
CITY ATTORNEY

CITY OF STOCKTON:

KURT WILSON
CITY MANAGER

By _____

KB HOME SACRAMENTO INC.

Leo Pantoja

(PRINT NAME)

BY  _____

(SIGNATURE)

Senior Director, Planning & Land Development

(TITLE)

APPROVED BY CITY COUNCIL RESOLUTION NO. _____,
ON _____, 20__.

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 Placer

On August 17, 2017 before me, Ruthe Stickley, Notary Public
(insert name and title of the officer)

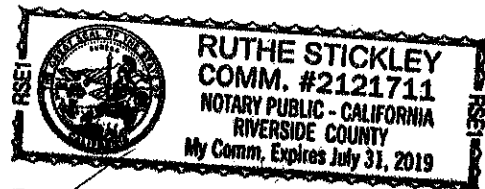
personally appeared Leo Pantoja
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

SUMMARY OF FEES AND BONDS

STREET NAME SIGN FEE	\$1,890.00
STREET TREE FEE	\$29,250.00
PLAN CHECK FEE(PREPAID \$36,965.94).....	\$0.00
INSPECTION FEE.....(PREPAID \$59,744.61)	\$0.00
MATERIAL TESTING FEE.....(PREPAID \$8,605.12).....	\$0.00
FILING FEE.....(PREPAID \$3,526.00).....	\$0.00
TECH FEE.....(PREPAID \$4,783.85).....	\$0.00
CRS FEE.....(PREPAID \$3,827.08)	\$0.00
CASH DEPOSIT	\$16,920.00
COMPUTER MAPPING FEE.....(PREPAID \$514.00).....	\$0.00
MUD IMAGING FEE.....(PREPAID \$685.80).....	\$0.00
ASSESSMENT DISTRICT SEGREGATION.....	\$0.00
TOTAL.....	\$48,060.00

RECORDING FEE (2 checks in amounts shown below payable to
San Joaquin County Recorder)

MAP (7 Sheets).....	\$27.00
AGREEMENT (70 Sheets)	\$223.00
TOTAL	\$248.00

BONDS

MONUMENT BOND	\$22,000.00
PERFORMANCE BOND.....	\$846,023.00
LABOR AND MATERIAL BOND.....	\$846,023.00
TOTAL.....	\$1,714,046.00

SUMMARY OF FEES AND BONDS (CONT.)**PROPORTIONATE SHARES**

GRADE SEPARATION AT UPRR (SPRR) AND LT COL MARK TAYLOR STREET	\$88,770.00
GRADE SEPARATION AT UPRR (SPRR) AND EIGHT MILE ROAD	PFF
EIGHT MILE ROAD/HAM LANE.....	\$1,586.51
EIGHT MILE ROAD/LEACH ROAD.....	\$1,586.51
EIGHT MILE ROAD/PEARSON ROAD	\$0.00
EIGHT MILE ROAD/HWY 99 WEST FRONTAGE ROAD.....	\$3,281.69
EIGHT MILE ROAD/HWY 99 EAST FRONTAGE ROAD.....	\$316.31
EIGHT MILE ROAD/HWY 99 EAST FRONTAGE ROAD AT NORTHBOUND RAMP	\$800.63
MORADA LANE/HWY 99 WEST FRONTAGE ROAD	\$972.55
MORADA LANE/HWY 99 EAST FRONTAGE ROAD	\$1,269.12
WEST LANE/ARTERIAL A (LT COL MARK TAYLOR STREET)	\$195.80
BEAR CREEK PEDESTRIAN/ BICYCLE TRAIL.....	\$37,349.98
PEDESTRIAN TRAIL ALONG WID.....	\$22,180.75
TEMPORARY PARK AND RIDE LOT	\$22,668.94
PARK AND RIDE FACILITIES (686-0000-237.67-38).....	\$45,750.00
STREET MICROSURFACING (686-0000-237.67-40).....	\$31,037.53
TOTAL	\$257,766.32

LEGAL DESCRIPTION

CANNERY PARK, UNIT NO. 5

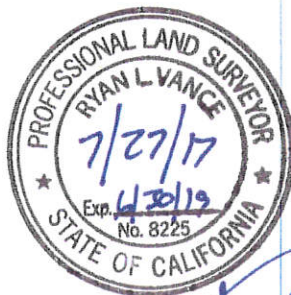
All that certain real property situate, lying, and being a portion of Sections 1 and 2, Township 2 North, Range 6 East, Mount Diablo Base and Meridian, in the City of Stockton, County of San Joaquin State of California, being more particularly described as follows:

Parcel 2 as shown in Book 24 of Parcel Maps, at Page 29, San Joaquin County Records, said Parcel 2 being more particularly as described as follows:

BEGINNING at the northeast corner of said Parcel 2, thence, for the boundary of said Parcel 2 the following courses:
 South 14°42'12" West 282.11 feet; thence South 00°06'06" West 242.88 feet; thence North 89°53'54" West 152.22 feet, to the beginning of a non-tangent curve to the left, from which a radial line bears South 82°48'00" East, having a radius of 3174.00 feet, a central angle of 07°05'54" and a chord bearing and distance of South 03°39'03" West 392.98 feet; thence, along the arc of said curve, 393.23 feet; thence South 00°06'06" West 14.90 feet; thence South 44°53'54" East 14.14 feet; thence South 89°53'54" East 584.37 feet; thence North 87°44'40" East 97.25 feet; thence South 02°35'56" East 160.18 feet; thence North 89°53'54" West 1318.18 feet; thence South 89°59'55" West 143.08 feet; thence North 03°44'08" East 1088.45 feet; thence South 89°53'54" East 369.35 feet; thence North 86°40'05" East 50.09 feet; thence South 89°53'54" East 521.51 feet to the point of beginning.

Containing a total of 23.05 acres, more or less.

Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way, and easements of record.



[Handwritten signature of Ryan L. Vance]

Exhibit B:
Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, *and for three (3) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Surety Bonds** as described below.
5. **Professional Liability** (if Design/Build), with limits no less than **\$2,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$2,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. At the option of the City of Stockton, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as

respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Stockton guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds** on the CGL and AL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used**). Additional insured Name of Organization shall read "City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers." Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.
2. For any claims related to this project, the **Contractor's insurance coverage shall be endorsed as primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work

date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best rating of no less than A+:X.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements. If necessary, copies of the applicable insurance language, effecting coverage required by this contract may be included. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, required by these specifications, at any time, for any reason or no reason.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate holder address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- 400 E Main Street, 3rd Floor – HR
- Attn: City Risk Services
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Performance bond
2. Labor and Materials bond
3. Maintenance bond

The Performance Bond shall be in a sum equal to 100% of the contract price. The Maintenance Bond shall be equal to 10% of the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.



CITY OF STOCKTON

COMMUNITY DEVELOPMENT DEPARTMENT

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997

937-8444

September 9, 2004

Holman Investors, LLC
Attn: Matt Arnaiz
3400 East Eight Mile Road, Suite A
Stockton, CA 95212

Cannery Park (TM8-04)

At its regular meeting of August 12, 2004, the City Planning Commission approved your request 1) TM8-04A to subdivide a 448± acre site into approximately 1,100 single-family lots, up to 50 industrial/commercial lots, five lots for school/park and fire station sites, landscaping lots, slope easement lots, one multifamily residential lot and various accessory use lots, and 2) TM8-04B: to subdivide the project site of 448± acres into 17 "large lots" to facilitate the Final Map process and the ultimate sale of larger blocks of land within the project boundaries for property located at the southwest quadrant of State Route 99 and Eight Mile Road. This approval is subject to the following conditions:

1. Comply with all applicable Federal, State, County, and City codes, regulations, and adopted standards and pay all applicable fees.
2. Pursuant to Section 15091 and 15093 of the State CEQA Guidelines, the project shall be subject to all applicable mitigation measures, monitoring and reporting provisions identified in EIR1-03 and the City-adopted "Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Cannery Park Mixed Use Project."
3. The owners, developers and/or successors-in-interest (ODS) shall prepare and have approved a master plan to demonstrate that sewage generation by the proposed project can be accommodated within planned collection system improvements. The ODS shall design and construct all necessary improvements to the system to accommodate anticipated sewage generation and transmission.
4. The ODS shall demonstrate to the satisfaction of the City Engineer that the storm water runoff generated by the proposed project can be accommodated with the

planned storm water collection system improvements, as provided by the City's Standard Plans and Specifications. The ODS shall provide an alternative storm water collection plan if the proposed storm water collection system is determined to not have sufficient capacity.

5. The ODS shall dedicate right-of-way and install frontage improvements, including but not limited to curb, gutter, sidewalk, pavement widening and street lighting along Eight Mile Road to provide a minimum 72-foot half street section. Improvements shall be installed upon recordation of the first final map or as identified in an improvement/development phasing plan. Should the ODS choose to phase these improvements, the ODS shall prepare an improvement/development phasing plan to determine the level of project development that can occur within established level of service standards prior to completion of said improvements. Said plan shall be approved by the City and identified improvement timing shall be binding on the ODS.
6. The ODS shall comply with all conditions of the Specific Plan Amendment (SPA1-03) and shall install all improvements required by said amendment.
7. Access to Holman Road, Collectors "A" and "B" within the non-residential area shall be restricted within 300 feet from any street intersection, driveway or creek. Any access within 500 feet from a street intersection/traffic signal shall be right-in/right-out only. Access to Holman Road, Arterial "A" and Collector "B" shall be restricted except at public street intersections within residential areas.
8. The ODS shall conduct a queuing and traffic access analysis at proposed signalized intersections to determine appropriate intersection location and required turn pocket/lane length.
9. The ODS shall dedicate 50 feet of right-of-way along the State Highway Route 99 West Frontage Road, from Collector "B" to the south property line at Lot F, and install frontage improvements, including but not limited to curb, gutter, sidewalk, and street lighting along the property frontage of Lot F.
10. The ODS shall be responsible for 100 percent of the design and construction costs of on-site roadway and intersection improvements and roadway extensions and public utilities identified on the tentative map and/or included in the project EIR, project description or as mitigation measures. Improvements include but are not limited to all sewer, water and storm drain lines, traffic signals, street lighting, street paving, curb, gutter and sidewalk.
11. The ODS shall construct the Holman Road connection between the southern boundary of the subdivision and Eight Mile Road including the Bear Creek Bridge prior to any final building permit inspection for residential or non-residential structures or as identified in an improvement/development phasing plan. Should the ODS choose to phase these improvements, the ODS shall prepare an

improvement/development phasing plan to determine the level of project development that can occur within established level of service standards prior to completion of said improvements. Said plan shall be approved by the City and identified improvement timing shall be binding on the ODS.

12. The ODS shall dedicate access rights to the City of Stockton along the following streets, except at public street intersections:

Eight Mile Road, entire length, except as allowed by the Specific Plan and associated amendment. Existing points of access shall remain unrestricted until such time as the Eight Mile Road improvements are constructed or until an adjacent parcel is developed.

13. The ODS shall be responsible for design and construction costs and installation of off-site roadway and intersection improvements at the following locations as identified in the Existing Plus Approved Projects (EPAP) plus Project section in the Environmental Impact Report (EIR1-03) and Eight Mile Road Specific Plan:

- Morada Lane/Holman Road
- Eight Mile Road/West Lane
- Eight Mile Road/Ham Lane
- Eight Mile Road/Leach Road
- Eight Mile Road/Pearson Road
- Eight Mile Road/Micke Grove Road
- Eight Mile Road/Collector A
- Eight Mile Road/West Frontage Road
- East Frontage Road/SR99 Northbound Ramps
- Eight Mile Road/East Frontage Road
- Morada Lane/West Frontage Road
- Morada Lane/East Frontage Road.

The traffic signals shall be installed when warranted or at the discretion of the Public Works Director. All other improvements shall be installed with the first parcel or final map for this project as identified in an improvement/development phasing plan. Should the ODS choose to phase these improvements, the ODS shall prepare an improvement/development phasing plan to determine the level of project development that can occur within established level of service standards prior to completion of said improvements. Said plan shall be approved by the City and identified improvement timing shall be binding on the ODS.

14. The ODS shall conduct a project phasing analysis to determine the timing and level of project development that can occur before degrading the operational level of service at the Eight Mile Road/State Highway Route 99 interchange and Morada Lane/State Highway Route 99 interchange below level of service that conforms with State Urban Highway Standards. Said study shall be approved by the City and identified improvement timing shall be binding on the ODS.

15. The ODS shall be responsible for their proportionate share, based on traffic loadings, of the costs for Project Study Reports (PSRs) and Project Reports (PRs) and necessary improvements described in the PSRs/PRs for the State Route 99 mainline system, the Morada Lane/State Route 99 overcrossing-interchange, and Eight Mile Road/State Route 99 overcrossing-interchange to provide a level-of-service that conforms with State Urban Highway Standards. The ODS shall participate in a funding mechanism including, but not limited to: an assessment district (AD); area of benefit (AOB); or equivalent, and the ODS shall prepare and enter into an agreement with the City to establish the financing, design, construction, and timing of the PSRs, PRs and necessary improvements as identified. Said agreement shall be subject to the approval of the City Manager.
16. The ODS shall be responsible for their proportionate share of the design and construction costs for the following improvements, based on traffic loadings, to reduce the significance of the cumulative impacts at the following intersections as identified in the Environmental Impact Report for this project:
 - Arterial A/West Lane
 - Morada Lane/Holman Road
 - Eight Mile Road/East State Route 99 Frontage Road
 - Eight Mile Road/Collector A/West State Route 99 Frontage Road
 - Eight Mile Road/West Lane
 - Eight Mile Road/SR99 SB Ramps
 - Eight Mile Road/SR99 NB Ramps
 - East Frontage Road/SR99 NB Ramps at Morada Lane
 - SR99 SB Ramps/Morada Lane
 - Morada Lane/East Frontage Road
17. Bus turnouts shall be installed at Future Holman Road and Eight Mile Road, Future Holman Road and Arterial "A", Eight Mile Road and Collector A, Future Holman Road and Collector B and any other location deemed appropriate by the Public Works Director in consultation with the San Joaquin Regional Transit District.
18. A 10-foot easement shall be dedicated from the existing toe of the levee along Bear Creek for maintenance of all levee slopes.
19. The ODS shall be responsible for their proportionate share, based on traffic loadings, of the design and construction of a future grade separation at Eight Mile Road and the Union Pacific Railroad (formerly SPRR).
20. The ODS shall design and pay their proportionate share of all grade separation improvements at Arterial "A" and the Union Pacific Railroad (formerly SPRR). All associated improvements within the boundary of this tentative map shall be constructed with the first phase of development proximate to the railroad crossing area. The ODS shall install and maintain "Future Facilities" signs identifying the

future grade separation, the size, location and text of said signs shall be approved by the City Engineer and the Community Development Director. Each residential buyer, new and resale, shall be notified about the future grade separation upon entering into contract to purchase, said notification shall be recorded with the sale and a copy provided to the City. The ODS may request that an area of benefit (AOB) be established to reimburse the ODS for any related design and construction costs exceeding their proportionate share.

21. The ODS shall participate in any Transportation Systems Management (TSM) programs established by the City of Stockton and provide a permanent area for a park and ride facility as a part of the development of Lots A, B, C or D or a combination thereof. Lot G is considered an interim park & ride location that will eventually be eliminated with the reconstruction of the State Highway Route 99/Eight Mile Road interchange. The Park and Ride facility may be a stand-alone designated lot or may consist of designated spaces within a parking area in the above referenced lots. The required number of park & ride spaces shall be determined by the Public Works Director in consultation with Caltrans.
22. All crossings of Holman Road proposed for bikeway/pedestrian purposes (i.e. "Parkway" and Bear Creek) shall be grade separated or occur at pedestrian actuated (midblock) signals.
23. The ODS shall install a barricade to terminate project connection to Waller Road per City standards.
24. Provide non-exclusive access easements within the industrial and commercial areas as necessary to provide all required lot accesses.
25. The ODS shall comply with all requirements of agencies having jurisdiction over Bear Creek and Woodbridge Irrigation District (WID).
26. Prior to recordation of any part of these Tentative Maps (TM8-04A&B) as a Final Map (Parcel Map/Subdivision Map), the ODS shall enter into a Master Agreement to identify the timing/phasing of improvements and provide for appropriate improvement securities.
27. Two (2) sites shall be dedicated to the City, exclusively for water wells and subject to the approval of the MUD Director.
28. The property ODS shall conduct an engineering analysis, acceptable to the Director of Municipal Utilities, that demonstrates that the water system improvements to be constructed within the City of Stockton water service area are sufficient to meet the following conditions:

For ultimate build-out of the subdivision:

- a. With a given system pressure of 45 psi at all future points of connection to the City water system and no wells on within the subdivision, the internal water system improvements shall be sized to provide at least 40 psi pressure at any location during the period of peak hour demand (peak hour demands shall be calculated at 175 percent of maximum daily demands),
- b. With a given system pressure of 45 psi at all future points of connection to the City water system and no wells on within the subdivision, the internal water system improvements shall be sized to provide at least 20 psi pressure at any location during the period of maximum day demand (maximum day demands shall be calculated at 210 percent of the average day demands) combined with a fire flow of 2,000 gpm out of any fire hydrant in the residential portion of the subdivision.
- c. With a given system pressure of 45 psi at all future points of connection to the City water system and no wells on within the subdivision, the internal water system improvements shall be sized to provide at least 20 psi pressure at any location during the period of maximum day demand combined with a fire flow of 3,000 gpm out of any fire hydrant in the commercial and industrial areas of the subdivision.

For phased developments of units within a subdivision (interim development):

- d. With a given system pressure of 45 psi at the existing points of connection to the City water system and no wells on within the subdivision, the internal water system improvements shall be sized to provide at least 20 psi pressure at any location during the period of maximum day demand combined with a fire flow of 1,500 gpm out of any fire hydrant in the subdivision (maximum day demands shall be calculated at 210 percent of the average day demands).
29. Appropriately sized utilities and 3-phase electrical service shall be provided for all City owned or operated facilities.
 30. Prior to recordation of any Final Map, the ODS shall form a new zone of the Stockton Consolidated Landscape Maintenance District 96-2, and approve an assessment providing for the subdivision's proportionate share of the costs to maintain public parks within the service area for this subdivision or serving this subdivision.
 31. Prior to recordation of any Final Map, the ODS shall establish a maintenance entity acceptable to the Community Development Director, the Parks and Recreation Director and the Public Works Director to provide funding for the maintenance of improvements including, but not limited to, common area landscaping, landscaping in the right-of-way, sound walls and/or back-up walls, constructed for the special benefit of this subdivision.

32. The ODS shall prepare a master plan for the non-potable irrigation system for the withdrawal and use of non-potable water from the Woodbridge Irrigation District (WID) canal system that passes through the project site. The system will consist of an intake structure, pump and mains, etc. that would distribute non-potable water to parks, open space, streetscape, landscaping adjoining and within commercial and industrial areas within the project area. System operation will be coordinated by the City with financing provided by a maintenance district. The master plan shall be subject to the approval of the Municipal Utilities Director. The ODS shall construct the approved system to the satisfaction of the Director of Public Works and the Director of the Parks and Recreation Department.
33. The ODS shall provide an accessible 10-foot wide maintenance/access easement or license agreement from UPRR for access purposes along the westerly side and a 3-foot wide maintenance/access easement along the easterly side of the masonry soundwall/fence constructed on the west side of the project.
34. The maps (TM8-04A&B) shall show the class one bike path and access point dedications along the south side of Bear Creek as well as the path layout. All access points will need to be separate lots acquired and improved by the ODS. All plans and improvements shall be subject to approval by the City Parks and Recreation Department, the City Police Department and the City Public Works Department.
35. The ODS shall be responsible for removal of any trash, fill debris, etc. from lots K and V until the acceptance of the park sites by the City.
36. Access shall be provided to Lot K (park site) from Lot L. ODS shall construct a minimum twelve (12) foot wide bicycle/pedestrian bridge over the WID (Lot EE) for such access. Any existing structures intended to serve for such access (i.e., foot bridge) shall be refurbished and upgraded as necessary by the ODS to provide proper access to Lot K to the satisfaction of the City Parks and Recreation Department. ODS shall install a six (6) foot high masonry wall along the easterly and westerly sides of Lot L. The City will seek an indemnification agreement for the Parkway if such a facility is proposed to be located within the WID easement.
37. A six (6) foot tall masonry wall shall be constructed by the developer of Lot W between Lot W and Lot V (park site) if Lot W is no longer going to be a public school site. Such wall shall be on Lot W.
38. The ODS shall dedicate and the City shall provide reimbursement for park sites at the rate established for land cost by the public facilities fee program based on net acreage.
39. Lots U and T shall be landscaped by the developer to the satisfaction of the City Parks Facility Planner / Landscape Architect. Lots U and T shall be incorporated

into and maintained by the consolidated landscape maintenance district. If the design of the grade separation does not utilize sloped landscape areas, the lots and associated landscaping are not required.

40. All lots to serve as common open space areas (Lots U, T, X, parkways, landscape corridors, corridors, EVAs, landscape easements, landscape lots, lots for bike paths, including Bear Creek, and other public open space areas within the project) shall be landscaped by the ODS as approved by the City and in coordination with any other controlling Agency. The Bear Creek corridor shall include a minimum 12-foot wide asphalt or concrete bike path to be designed and improved by the ODS as indicated in the project environmental documents. Bike path/pedestrian path/maintenance road construction shall include appropriate signage, bollards and trash cans. The ODS shall provide an engineer's estimate of probable annual maintenance costs associated with the above areas and improvements, to be maintained by a consolidated maintenance district.
41. Right of ways and/or lot layouts shall be reconfigured as necessary to accommodate traffic calming measures required by City Standard including, but not limited to, roundabouts and traffic circles.
42. The following fire safety requirements shall be fulfilled:
 - a. The ODS shall dedicate a net 2.0 acre fire station site to the City of Stockton at the location indicated on this map.
 - b. Reimbursement for the fire station site shall be at the rate established for land cost by the Public Facilities Fee Program, based on net acreage.
 - c. The ODS shall be responsible for the construction of all frontage improvements for the fire station site and shall be reimbursed for said frontage improvements pursuant to the Public Facilities Fee Administrative Guidelines.
 - d. The ODS shall be responsible for up to one-half of the operating costs, not to exceed \$900,000 per year, of a single engine company fire station for the first three years of said fire station operation at the discretion of the City Manager.
 - e. A Community Facilities District (CFD) or other financing mechanism for the appropriate reimbursement of costs associated with the operation of the fire station shall be created by the ODS. Said creation of a CFD or other financial mechanism, shall be established at the discretion of the City Manager.

43. The ODS shall disclose to all prospective home buyers as a condition of sale and prior to the opening of escrow, the existence of any present or former remediation site (lead or any other contaminant) within the project boundaries.
44. These Tentative Maps (TM8-04A&B) shall not be effective until the execution of the Annexation Memorandum of Understanding (MOU) by the applicant and the City, the effective date of the General Plan Amendment (GPA1-03), rezoning (Z-1-03) Specific Plan Amendment (SPA1-03) and Development Agreement (DA2-03) for this site, and the recordation of the Annexation (A-03-1) of this site to the City of Stockton. If annexation is not completed within two (2) years of the approval of the tentative map by the Planning Commission, this map shall be null and void.
45. The ODS shall be responsible for the establishment of Covenants, Conditions and Restrictions (CC&Rs) for the maintenance of landscaping, structures and fences on the private properties and review of architectural design for residential structures within the subdivision area. The CC&Rs shall be subject to review and approval by the City Attorney and the Community Development Director prior to the issuance of the first residential building permit. The owners, developers and/or successors-in-interest shall be responsible for recordation of the CC&Rs and payment of recording expenses. The City shall be declared to be a third-party beneficiary of the CC&Rs and shall be entitled, without obligation, to take appropriate legal action to enforce the CC&Rs.
46. Removal of Oak trees shall be avoided whenever feasible. The ODS shall coordinate the layout of project plans with the City Arborist and City Parks Facility Planner/Landscape Architect to minimize or eliminate Oak tree removals. If removal of an Oak tree cannot be avoided, the ODS shall be responsible for replacement of Oak trees on site, as approved by the City Parks and Recreation Department representatives. If on-site planting is not possible, the ODS shall pay the City Parks and Recreation Department the estimated cost (as determined by the City Arborist or Parks Facility Planner/Landscape Architect) for the City to have the replacement Oak trees planted by private contract on a site deemed appropriate by the City Parks and Recreation Department representative in accordance with the mitigation measures identified in the Final Environmental Impact Report (EIR1-03), as amended, and in the related CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring/Reporting Program for the Cannery Park Mixed Use Project.
47. Masonry sound walls shall be constructed by the ODS along the east and west sides of Holman Road at a minimum height of seven feet, subject to design approval by the Community Development Director.
48. The ODS shall designate and install a minimum 10-foot wide landscaped area (Parkway) consisting of a pedestrian walkway and landscaping within or adjacent to the WID Canal easement (Lots EE, UU, II, TT, GG). The ODS shall provide a Master Plan for the "Parkway" and the Bear Creek corridor prior to approval of the

Final Map. The Master Plan shall contain but not be limited to the following component plans: public access, bike/ped paths, landscaping, fencing, security (including hours of operation), and maintenance (including litter removal). The Parkway shall be improved with landscaping at appropriate locations (e.g. the intersection with Holman Road, at Canal access points [e.g. Lots S, WW and L]) and/or as indicated by the location of existing trees by the ODS consistent with the Master Plan. The width of the WID easement and/or Parkway may vary to accommodate landscaping and existing trees as needed. The City will seek an indemnification agreement for the Parkway if such a facility is proposed to be located within the WID easement. A consolidated maintenance district will be responsible for litter clean-up for the Bear Creek/Parkway/WID Canal easement area. The master plan shall be subject to review and approval by the Community Development Director and the Parks and Recreation Director.

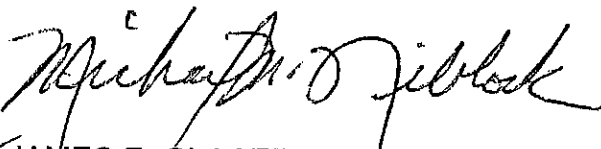
In addition, the following should be forwarded as additional comments:

1. All Arterial, Collector, Commercial and Industrial street sections shall comply with current City Standards, which includes an eight-foot pedestrian/bikeway meandering sidewalk on Arterials and Collectors, a back-up wall to residential development, and no Class II on-street bikeways.
2. The City's Traffic Calming Guidelines and Improvement Standards apply to this map.
3. Accommodations shall be made for bike crossings under the bridges that are proposed across Bear Creek at Holman road and collector "A." All bicycle facilities along Bear Creek must have adequate safety pedestrian crossings and travel paths.
4. Any relocation or undergrounding of overhead utilities lines will be at the property owner's expense.
5. The installation of any above ground utility structures, within the ultimate City right-of-way, is subject to City approval.
6. This tentative map is subject to the City's Storm Water Pollution Prevention Program as set forth in its NPDES Storm Water Permit.
7. Any on-site wells and septic tanks shall be abandoned and destroyed as required by the San Joaquin County Department of Environmental Health prior to the issuance of building permits.
8. To prevent theft, fencing of the project area should be required while in construction and development phases.
9. Private security should be provided in the night hours to prevent theft and an increase in calls for service.

10. Strict CC&Rs and a homeowners' association should be enacted to prevent blight in the area.
11. The number of out-of-area investors with the intention of renting the residence should be restricted.

Enclosed is a copy of the approved tentative map, which will expire on August 12, 2006. Any request for an extension shall be made in writing, filed with this office and accompanied by the appropriate fees prior to expiration of the tentative map and clearly stating the reasons for requesting the extension. In granting an extension, new conditions may be imposed and existing conditions may be revised.

If you have any questions, please contact Senior Planner David Stagnaro, AICP (209) 937-8598.


for JAMES E. GLASER, SECRETARY
CITY PLANNING COMMISSION

JEG:cmf

Enclosure

cc: InSite Environmental
Attn: Charlie Simpson
6653 Embarcadero, Suite Q
Stockton, CA 95219

Michael Hakeem, Attorney
3414 Brookside Road, Suite 100
Stockton, CA 95219-1751

Public Works w/sepia
Building Division

NOTICE: To protest the imposition of any development fee, dedication, reservation or other exaction imposed on your project, you must file written notice with the City Clerks' office within 90 days after approval of the project or imposition of the fees, dedications, reservations or other exactions stating that the required payment is tendered or will be tendered when due, or that any conditions which have been imposed are provided for or satisfied, under protest, along with a statement of the factual elements of the dispute and the legal theory forming the basis for the protest.

MASTER SUBDIVISION AGREEMENT CANNERY PARK

The intent of this Master Subdivision Agreement is to provide an outline for the orderly implementation of the conditions of approval for TM8-04A&B. The timing and extent of the improvements referenced below are subject to changes in accordance with approval by the City of Stockton Public Works Director or City Engineer. Such changes, consistent with the above conditions of approval, are to be reflected in the subsequent subdivision agreements for each development phase of the Cannery Park Subdivision.

General Conditions

The owners, and developers and/or successors-in-interest (the 'ODS') whom subdivide property with the Cannery Park Subdivision shall comply with the following general conditions. These general conditions may be more specifically detailed in the development scenarios presented herein.

1. Comply with all applicable Federal, State, County, and City codes, regulations, and adopted standards and pay all applicable fees. (#1), (SPA#1)
2. Pursuant to Section 15091 and 15093 of the State CEQA Guidelines, the project shall be subject to all applicable mitigation measures identified in the City-adopted "Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Cannery Park Mixed Use Project." (#2), (SPA#2)
3. Tentative maps TM8-04A&B shall not be effective until the execution of the Annexation Memorandum of Understanding (MOU) by the applicant and the City, the effective date of the General Plan Amendment (GPA1-03), rezoning (Z-1-03) Specific Plan Amendment (SPA1-03) and Development Agreement (DA2-03) for this site, and the recordation of the Annexation (A-03-1) of this site to the City of Stockton. If annexation is not completed within two (2) years of the approval of the tentative map by the Planning Commission, this map shall be null and void. (#44)
4. Establish Covenants, Conditions and Restrictions (CC&Rs) for the maintenance of landscaping, structures and fences on the private properties and review of architectural design for residential structures within the subdivision area. The CC&Rs shall be subject to review and approval by the City Attorney and the Community Development Director prior to the issuance of the first residential building permit. The owners, developers and/or successors-in-interest shall be responsible for recordation of the CC&Rs and payment of recording expenses. The City shall be declared to be a third-party beneficiary of the CC&Rs and shall be entitled, without obligation, to take appropriate legal action to enforce the CC&Rs. (#45)

Sanitary Sewer

1. Prepare and have approved a master plan to demonstrate that sewage generation by the proposed project can be accommodated within planned collection system improvements. The ODS shall design and construct all necessary improvements to the system to accommodate anticipated sewage generation and transmission. (#3)

Storm Drainage

1. Demonstrate to the satisfaction of the City Engineer that the storm water runoff generated by the proposed project can be accommodated with the planned storm water collection system improvements, as provided by the City's Standard Plans and Specifications. The ODS shall provide an alternative storm water collection plan if the proposed storm water collection system is determined to not have sufficient capacity. (#4)
2. The ODS of Lot 3 shall dedicate the Lot to the City of Stockton when determined necessary by the Director of the City of Stockton Municipal Utilities Department.

Traffic & Circulation (Analysis, Phasing and Dedication)

1. Conduct a queuing and traffic access analysis at proposed signalized intersections to determine appropriate intersection location and required turn pocket/lane length. (#8)
2. Prior to recordation of any part of these Tentative Maps (TM8-04A&B) as a Final Map (Parcel Map/Subdivision Map), the ODS shall enter into a Master Agreement to identify the timing/phasing of improvements and provide for appropriate improvement securities. (#26)
3. The ODS shall conduct a project phasing analysis to determine the timing and level of project development that can occur before degrading the operational level of service at the Eight Mile Road/State Highway Route 99 interchange and Morada Lane/State Highway Route 99 interchange below level of service that conforms with State Urban Highway Standards. Said study shall be approved by the City and identified improvement timing shall be binding on the ODS. (#14)

Traffic & Circulation (Design, Construction and/or Funding Proportionate Share)

1. The ODS shall be responsible for 100 percent of the design and construction costs of on-site roadway and intersection improvements and roadway extensions and public utilities identified on the Tentative Map and/or included in the project EIR, project description or as mitigation measures. Improvements include but are not limited to all sewer, water and storm drain lines, traffic signals, street lighting, street paving, curb, gutter and sidewalk. (#10)
2. The ODS shall be responsible for their proportionate share, based on traffic

loadings, of the costs for Project Study Reports (PSRs) and Project Reports (PRs) and necessary improvements described in the PSRs/PRs for the State Route 99 mainline system, the Morada Lane/State Route 99 overcrossing-interchange, and Eight Mile Road/State Route 99 overcrossing-interchange to provide a level-of-service that conforms with State Urban Highway Standards. The ODS shall participate in a funding mechanism including, but not limited to: an assessment district (AD); area of benefit (AOB); or equivalent, and the ODS shall prepare and enter into an agreement with the City to establish the financing, design, construction, and timing of the PSRs, PRs and necessary improvements as identified. Said agreement shall be subject to the approval of the City Manager. (#15)

Eight Mile Road Specific Plan

1. If the improvements allowed by Specific Plan Amendment SPA1-03 are not constructed within five years, the Specific Plan Amendment shall be null and void. (SPA#6)
2. Specific Plan Amendment SPA1-03 shall not be effective until the effective date of annexation A-03-1. (SPA#7)

Domestic Water

1. The ODS shall conduct an engineering analysis, acceptable to the Director of Municipal Utilities, that demonstrates that the water system improvements to be constructed within the City of Stockton water service area are sufficient to meet the following conditions: (#28)

For ultimate build-out of the subdivision:

- a. With a given system pressure of 45 psi at all future points of connection to the City water system and no wells on within the subdivision, the internal water system improvements shall be sized to provide at least 40 psi pressure at any location during the period of peak hour demand (peak hour demands shall be calculated at 175 percent of maximum daily demands),
- b. With a given system pressure of 45 psi at all future points of connection to the City water system and no wells on within the subdivision, the internal water system improvements shall be sized to provide at least 20 psi pressure at any location during the period of maximum day demand (maximum day demands shall be calculated at 210 percent of the average day demands) combined with a fire flow of 2,000 gpm out of any fire hydrant in the residential portion of the subdivision.
- c. With a given system pressure of 45 psi at all future points of connection to the City water system and no wells on within the subdivision, the internal water system improvements shall be sized to provide at least 20 psi pressure at any location during the period of maximum day demand combined with a fire flow of

3,000 gpm out of any fire hydrant in the commercial and industrial areas of the subdivision.

For phased developments of units within a subdivision (interim development):

- d. With a given system pressure of 45 psi at the existing points of connection to the City water system and no wells on within the subdivision, the internal water system improvements shall be sized to provide at least 20 psi pressure at any location during the period of maximum day demand combined with a fire flow of 1,500 gpm out of any fire hydrant in the subdivision (maximum day demands shall be calculated at 210 percent of the average day demands).
2. Appropriately sized utilities and 3-phase electrical service shall be provided for all City owned or operated facilities. (#29)

Non-potable Water (Landscape Irrigation)

1. The ODS shall prepare a master plan for the non-potable irrigation system for the withdrawal and use of non-potable water from the Woodbridge Irrigation District (WID) canal system that passes through the project site. The system will consist of an intake structure, pump and mains, etc. that would distribute non-potable water to parks, open space, streetscape, landscaping adjoining and within commercial and industrial areas within the project area. System operation will be coordinated by the City with financing provided by a maintenance district. The master plan shall be subject to the approval of the Municipal Utilities Director. The ODS shall construct the approved system to the satisfaction of the Director of Public Works and the Director of the Parks and Recreation Department. (#32)

Landscape Maintenance District

1. Prior to recordation of any Final Map, the ODS shall form a new zone of the Stockton Consolidated Landscape Maintenance District 96-2, and approve an assessment providing for the subdivision's proportionate share of the costs to maintain public parks within the service area for this subdivision or serving this subdivision. (#30)
2. Prior to recordation of any Final Map, the ODS shall establish a maintenance entity acceptable to the Community Development Director, the Parks and Recreation Director and the Public Works Director to provide funding for the maintenance of improvements including, but not limited to, common area landscaping, landscaping in the right-of-way, sound walls and/or back-up walls, constructed for the special benefit of this subdivision. The maintenance entity shall also provide funding for the seasonal "ripping" of flood control basin 2 and vector control within the basin. (#31)

Oak Tree Avoidance/mitigation

1. Removal of Oak trees shall be avoided whenever feasible. The owners, developers, and/or successors-in-interest shall coordinate the layout of project plans with the City Arborist and City Parks Facility Planner/Landscape Architect to minimize or eliminate Oak tree removals. If removal of an Oak tree cannot be avoided, the owners, developers, and/or successors-in-interest shall be responsible for replacement of Oak trees on site, as approved by the City Parks and Recreation Department representatives. If on-site planting is not possible, the owners, developers, and/or successors-in-interest shall pay the City Parks and Recreation Department the estimated cost (as determined by the City Arborist or Parks Facility Planner/Landscape Architect) for the City to have the replacement Oak trees planted by private contract on a site deemed appropriate by the City Parks and Recreation Department representative in accordance with the mitigation measures identified in the Final Environmental Impact Report (EIR1-03), as amended, and in the related CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring/Reporting Program for the Cannery Park Mixed Use Project. (#46)

Improvement/Development Plan

In order to provide an appropriate and reliable Improvement/Development Plan for a mixed-use development with the component elements contained in the Cannery Park Subdivision, the Subdivision has been divided into five (5) Plan Areas (Exhibit 'X'). The on-site/in-tract improvements and the off-site improvements corresponding to subdivision map conditions are listed separately for each Plan Area.

Cannery Park Subdivision Plan Areas

The improvements associated with each Plan Area are as follows:

☐ Plan Area 'A'

Plan Area 'A' encompasses approximately 112.65± acres and includes Lot 11, Lot 12 (elementary school site), Lot 13 (neighborhood park), and Lot 14. The following general conditions are associated with development within Plan Area 'A' for Lot 11:

▪ General Conditions

Neighborhood Park

- A1. Dedicate Lot 13 to the City of Stockton as a site for a Neighborhood Park. The City shall provide reimbursement for the park site at \$60,000.00 per net acre, which is the rate established for land cost by the public facilities fee program. (#38)
- A2. Remove trash; fill debris, etc. from Lot 13 until acceptance of the park site by the City. (#35)

School Site

- A3. A six (6) foot tall masonry wall shall be constructed between Lot 12 and Lot 13 (park site) if Lot 12 is no longer going to be a public school site. Such wall shall be on Lot 12. (#37)

Easements

- A4. Provide an accessible 10-foot wide maintenance/access easement or license agreement from UPRR for access purposes along the westerly side and a 3-foot wide maintenance/access easement along the easterly side of the masonry soundwall/fence constructed along the western boundary of Lot 11. (#33)

Disclosure/Notification

- A5. Notify each residential buyer, new and resale, about the future grade separation proposed along Lt. Col Mark Taylor Street (Arterial A) at the intersection with the UPRR (formerly SPRR) upon entering into a contract to purchase, said notification shall be recorded with sale and a copy provided to the City. (#20)

The following on-site/in-tract improvements are required to be constructed to support development within Improvement Plan Area 'A' for Lot 11:

▪ **On-site/In-tract Improvements**

Holman Road

- A6. Construct the road to the full one hundred thirty-four (134) foot width (one hundred fourteen (114) feet from curb face to curb face) from the southern boundary of the TM8-04A&B northward to the easement of the Woodbridge Irrigation District canal. Include median lighting. (#11)
- A7. Install a barricade per City of Stockton standards at the northern curb flare of the intersection of Holman Road and Lt. Col. Mark Taylor Street/Hendrix Drive.
- A8. Install bus turnouts at the intersection of Holman Road and Lt. Col. Mark Taylor Street/Hendrix Drive as depicted on the tentative map. (#17)
- A9. Construct a masonry sound wall along the west side of Holman Road from the southern boundary of the subdivision northward to the intersection with Lt. Col. Mark Taylor Street. The height of the soundwall shall be a minimum of seven feet, subject to design approval by the Community Development Director. (#47)

A10. Access to Holman Road shall be restricted except at public street intersections. (#7)

A11. Install landscaping and sidewalk between masonry soundwall and back of curb subject to review and approval by the Community Development Director and the Parks and Recreation Director. (#40)

Lt. Col. Mark Taylor Street

A12. Construct the road to the full ninety-six (96) foot width (sixty-six (66) feet from curb face to curb face) from the western most curb flare at the intersection with Holman Road westward to a point located approximately fifty feet (50) west of the intersection of Lt. Col. Mark Taylor Street and Street 'P'. Include median lighting.

A13. Install a barricade per City of Stockton standards at a point adjoining the western and northern curb flare of the intersection of Lt. Col. Mark Taylor Street and Street 'P'.

A14. Install and maintain a "Future Facilities" sign, which includes a notice that the westward extension of Lt. Col. Mark Taylor Street will include the construction of a grade separation at the Union Pacific Railroad. The City Engineer and the Community Development Director shall approve the size, location and text of said sign. (#20)

A15. Access to Lt. Col. Mark Taylor Street shall be restricted except at public street intersections. (#7)

A16. Construct a masonry sound wall along the south side of Lt. Col. Mark Taylor Street beginning at the western curb flare of the intersection of Lt. Col. Mark Taylor Street and Holman Road extending westward to the western property boundary. The height of the soundwall shall be at a minimum of seven feet, subject to design approval by the Community Development Director. (#47)

A17. Install landscaping and sidewalk between masonry soundwall and back of curb subject to review and approval by the Community Development Director and the Parks and Recreation Director. (#40)

Lt. Col. Mark Taylor Street / UPRR Underpass

A18. Design and pay a proportionate share of all grade separation improvements at Lt. Col. Mark Taylor Street (Arterial A) and the Union Pacific Railroad (formerly SPRR). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 11 (i.e., 2,622), the owner/subdivider of Lot 11 shall pay a proportionate share (i.e., 5.38%) of said improvements. All associated improvements within the boundary of this tentative map shall be constructed with the first phase of development proximate to the railroad

crossing area. The ODS may request that an area of benefit (AOB) be established to reimburse the ODS for any related design and construction costs exceeding their proportionate share. Lots U and T shall be landscaped by the ODS to the satisfaction of the City Parks Facility Planner / Landscape Architect. Lots U and T shall be incorporated into and maintained by the consolidated landscape maintenance district. If the design of the grade separation does not utilize sloped landscape areas, the lots and associated landscaping are not required. (#20), (#39)

Minor roads and Collectors

A19. Rights of ways and/or lot layouts shall be reconfigured as necessary to accommodate traffic calming measures required by City Standard including, but not limited to, roundabouts and traffic circles. (#41)

Traffic Signals/Intersection Improvements

A20. Design and install a traffic signal at the intersection of Holman Road and Lt. Col. Mark Taylor Street /Hendrix Drive and an additional traffic signal at the intersection of Lt. Col. Mark Taylor Street and Street P. Activation of the traffic signal shall be at the discretion of the Public Works Director. (#10)

▪ **Off-site Improvements**

Eight Mile Road / UPRR Underpass

A21. Design and pay a proportionate share of all grade separation improvements at Eight Mile Road and the Union Pacific Railroad. (#19)

Other Roadways/Intersections

A22. Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 11 (i.e., 2,622), the owner/subdivider of Lot 11 shall pay a proportionate share (i.e., 5.38%) of the total cost of roadway improvements at the following intersections (#13), (#16):

- Eight Mile Road/Ham Lane;
- Eight Mile Road/Leach Road;
- Eight Mile Road/Pearson Road;
- Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
- Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
- Morada Lane/Hwy 99 East Frontage Road (interim improvements).

A23. The proportionate share for roadway improvements at West Lane/Arterial A intersection for the Cannery Park TM8-04A&B is two-percent (2%). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 11 (i.e., 2,622), the owner/subdivider of Lot 11 shall pay a proportionate share (i.e., 5.38%) of the two-percent (2%) share of the cost of roadway improvements at the West Lane/Arterial A intersection. (#16)

Other Facilities

A24. Based upon the total gross acreage of land designated as single family residential on the Cannery Park Tentative Map (i.e., 197.77 acres) compared to the total gross acreage associated with Lot 11 on TM8-04A&B (i.e., 53.13 acres), the owner/subdivider of Lot 11 shall pay a proportionate share (i.e., 26.8%) of the costs associated with the following improvements:

- Bear Creek pedestrian/bicycle bridge connecting Lot 10 to Lot 3;
- Bear Creek pedestrian/bicycle trail;
- Pedestrian trail along the Woodbridge Irrigation Canal, including any mid-block signalization required for pedestrian safety; and
- Temporary Park & Ride Lot to be located on lot 17.

Note: If development of Lot 11 occurs prior to the development of Lot 14, the following off-site improvements shall occur:

Morada Lane/Hwy 99 Interchange Frontage Roads

Provide appropriate security, design and construct the following interim improvements to mitigate near-term impacts and enhance circulation.

A25. Design and install a traffic signal at Morada Lane/Hwy 99 West Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13)

NB – 1 through/left-turn shared lane, and 1 right-turn lane
 SB – 1 through/left-turn shared lane, and 1 right-turn lane
 EB – 1 left-turn lane and 1 through/right-turn shared lane
 WB – 1 through, 1 left-turn lane, and 1 right-turn lane

A26. Design and install a traffic signal at the Morada Lane/Hwy 99 East Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13)

NB – 1 left-turn lane and 1 through/right-turn shared lane
 SB – 1 left-turn lane, 1 through lane and 1 right-turn lane
 EB – 1 left-turn lane and 1 through/right-turn shared lane
 WB – 1 left-turn lane and 1 through/right-turn shared lane

If the owner/subdivider of Lot 11 constructs the interim improvements identified in A25 and A26, the payment of a proportionate share of the cost of those improvements as defined in A22 above is not required.

The following general conditions are associated with development within Plan Area 'A' for Lot 14:

▪ **General Conditions**

Fire Station

A27. Dedicate Lot YY as shown on TM8-04A&B to the City of Stockton for the development of a fire station and construct all frontage improvements. The City shall provide reimbursement for the fire station site at \$130,000.00 per net acre, which is the rate established for land cost by the public facilities fee program. Reimbursement for the construction of frontage improvements shall be made pursuant to the Public Facilities Fee Administrative Guidelines. (#42a, #42b & #42c)

Neighborhood Park

A28. Dedicate Lot K as shown on TM8-04A&B to the City of Stockton as a site for a Neighborhood Park. The City shall provide reimbursement for the park site at \$60,000.00 per net acre, which is the rate established for land cost by the public facilities fee program. (#38)

A29. Remove trash; fill debris, etc. from Lot K as shown on TM8-04A&B until acceptance of the park site by the City. (#35)

Land Use Compatibility

A30. Install a barricade to City standards to terminate connection of the project with land uses along Waller Road. (#23)

Easements

A31. Comply with all requirements of agencies having jurisdiction over the Woodbridge Irrigation District (WID). (#25)

Disclosure/Notification

A32. Notify each residential buyer, new and resale, about the future grade separation proposed along Lt. Col. Mark Taylor Street at the intersection with the UPRR (formerly SPRR) upon entering into a contract to purchase, said notification shall be recorded with sale and a copy provided to the City. (#20)

The following on-site/in-tract improvements are required to be constructed to support development within Plan Area 'A' for Lot 14:

▪ **On-site/In-tract Improvements**

Holman Road

- A33. Construct the road to the full one hundred thirty-four (134) foot width (one hundred fourteen (114) feet from curb face to curb face) from the southern boundary of TM8-04A&B northward to the easement of the Woodbridge Irrigation District canal. Include median lighting. (#11)
- A34. Install a barricade per City of Stockton standards at the northern curb flare of the intersection of Holman Road and Lt. Col. Mark Taylor Street/Hendrix Drive.
- A35. Install bus turnouts at the intersection of Holman Road and Lt. Col. Mark Taylor Street/Hendrix Drive as depicted on the tentative map. (#17)
- A36. Construct a masonry sound wall along the east side of Holman Road from the southern boundary of TM8-04A&B northward to the easement of the Woodbridge Irrigation District canal. The height of the soundwall shall be a minimum of seven feet, subject to design approval by the Community Development Director. (#47)
- A37. Access to Holman Road shall be restricted except at public street intersections. (#7)
- A38. Install landscaping and sidewalk between masonry soundwall and back of curb subject to review and approval by the Community Development Director and the Parks and Recreation Director. (#40)

Lt. Col. Mark Taylor Street / UPRR Underpass

- A39. Design and pay a proportionate share of all grade separation improvements at Lt. Col. Mark Taylor Street and the Union Pacific Railroad (formerly SPRR). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with the Lot 14 (i.e., 2,268), the owner/subdivider of Lot 14 shall pay a proportionate share (i.e., 4.65%) of said improvements. The ODS may request that an area of benefit (AOB) be established to reimburse the ODS for any related design and construction costs exceeding their proportionate share. (#20), (#39)

Minor roads and Collectors

A40. Rights of ways and/or lot layouts shall be reconfigured as necessary to accommodate traffic calming measures required by City Standard including, but not limited to, roundabouts and traffic circles. (#41)

Traffic Signals/Intersection Improvements

A41. Design and install a traffic signal at the intersection of Holman Road and Hendrix Drive. Activation of the traffic signal shall be at the discretion of the Public Works Director. (#10)

▪ **Off-site Improvements**

Eight Mile Road / UPRR Underpass

A42. Design and pay a proportionate share of all grade separation improvements at Eight Mile Road and the Union Pacific Railroad. (#19)

Other Roadways/Intersections

A43. Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with the Lot 14 (i.e., 2,268), the owner/subdivider of Lot 14 shall pay a proportionate share (i.e., 4.65%) of the total cost of roadway improvements at the following intersections (#13), (#16):

- Eight Mile Road/Ham Lane;
- Eight Mile Road/Leach Road;
- Eight Mile Road/Pearson Road;
- Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
- Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
- Morada Lane/Hwy 99 East Frontage Road (interim improvements).

A44. The proportionate share for roadway improvements at West Lane/Arterial A intersection for the Cannery Park TM8-04A&B is two-percent (2%). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 14 (i.e., 2,268), the owner/subdivider of Lot 14 shall pay a proportionate share (i.e., 4.65%) of the two-percent (2%) share of the cost of roadway improvements at the West Lane/Arterial A intersection. (#16)

Other Facilities

A45. The owner/subdivider of Lot 14 shall pay a proportionate share (i.e., 50%) of the cost associated with the design and construction of a minimum twelve (12) foot wide bicycle/pedestrian bridge over the WID enabling access to the Lot K park site as shown on TM8-04A&B from a point located on Lot 7.

A46. Based upon the total gross acreage of land designated as single family residential on TM8-04A&B (i.e., 197.77 acres) compared to the total gross acreage associated with Lot 14 on TM8-04A&B (i.e., 45.00 acres), the owner/subdivider of Lot 14 shall pay a proportionate share (i.e., 22.7%) of the costs associated with the following improvements:

- Bear Creek pedestrian/bicycle bridge connecting Lot 10 to Lot 3;
- Bear Creek pedestrian/bicycle trail;
- Pedestrian trail along the Woodbridge Irrigation Canal, including any mid-block signalization required for pedestrian safety; and
- Temporary Park & Ride Lot to be located on lot 17.

Note: If development of Lot 14 occurs prior to the development of Lot 11, the following off-site improvements shall occur:

Morada Lane Interchange Frontage Roads

Provide appropriate security, design and construct the following interim improvements to mitigate near-term impacts and enhance circulation.

A47. Design and install a traffic signal at Morada Lane/Hwy 99 West Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13)

NB – 1 through/left-turn shared lane, and 1 right-turn lane

SB – 1 through/left-turn shared lane, and 1 right-turn lane

EB – 1 left-turn lane and 1 through/right-turn shared lane

WB – 1 through, 1 left-turn lane, and 1 right-turn lane

A48. Design and install a traffic signal at the Morada Lane/Hwy 99 East Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13)

NB – 1 left-turn lane and 1 through/right-turn shared lane

SB – 1 left-turn lane, 1 through lane and 1 right-turn lane

EB – 1 left-turn lane and 1 through/right-turn shared lane

WB – 1 left-turn lane and 1 through/right-turn shared lane

If the owner/subdivider of Lot 14 constructs the interim improvements identified in A47 and A48, the payment of a proportionate share of the cost of those improvements as defined in A43 above is not required.

☐ Plan Area 'B'

Plan Area 'B' encompasses approximately 99.86± acres consisting of Lot 7, Lot 8, Lot 9 and Lot 10. The following general conditions are associated with development within Plan Area 'B' Lot 7, Lot 8, Lot 9 and Lot 10:

▪ **General Conditions**

Domestic Water

- B1. The owner/subdivider of Lot 10 shall dedicate Lot MM as associated with the adjacent park and as shown on TM8-04A to the City of Stockton to be used exclusively as a water well site. If the Municipal Utilities Director determines that the water well site is required before the re-subdivision of Lot 10, then the owner of Lot 10 shall dedicate a lot exclusively for use as a water well site. The lot, its location, and all necessary easements shall be subject to the approval of the Municipal Utilities Director. (#27)

Bikeway, Pedestrian Pathway & Crossings

- B2. All crossings of Holman Road proposed for bikeway/pedestrian purposes (i.e., "Parkway" and Bear Creek) shall be grade separated or occur at pedestrian actuated (midblock) signals. (#22)
- B3. The Final Map prepared for Lot 9 and Lot 10 shall show those access point dedications along the south side of Bear Creek that are associated with the class one bike trail. All access points will need to be a separate lot acquired and improved by the ODS. All plans and improvements shall be subject to approval by the City Parks and Recreation Department, the City Police Department and the City Public Works Department. (#34)
- B4. The owner/subdivider of Lot 7 shall provide access to Lot K as shown on TM8-04A&B (park site) from Lot L. Provide appropriate security, design and construct a minimum twelve (12) foot wide bicycle/pedestrian bridge over the WID canal (Lot EE) for such access. Any existing structures intended to serve for such access (i.e., footbridge) shall be refurbished and upgraded as necessary to provide proper access to Lot K to the satisfaction of the City Parks and Recreation Department. Install a six (6) foot high masonry wall along the easterly and westerly sides of Lot L. The City will seek an indemnification agreement for the parkway if such a facility is proposed to be located within the WID easement. (#36)
- B5. The owner/subdivider of Lot 7, Lot 8, Lot 9 and Lot 10 shall provide appropriate security, design and install a minimum 10-foot wide landscaped

area consisting of a pedestrian walkway and landscaping within or adjacent to the WID Canal easement (Lots EE, UU, II, TT, GG). The owner/subdivider is responsible for the design and installation of the landscape area contiguous with the property boundary of the owner's/subdivider's Lot. Prior to the approval of a Final Map for Lot 7, Lot 8, Lot 9 or Lot 10, the owner/subdivider shall provide a master plan for the landscaped area. The master plan shall contain but not be limited to the following component plans: public access, bike/ped paths, landscaping, fencing, security (including hours of operation), and maintenance (including litter removal). If an approved master plan already exists, the owner/subdivider shall utilize the plan to guide the design of the landscaped area. The Parkway shall be improved with landscaping at appropriate locations (e.g., the intersection with Holman Road, at Canal access points (e.g., Lots S, WW and L) and/or as indicated by the location of existing trees by the ODS consistent with the Master Plan. The width of the WID easement and/or Parkway may vary to accommodate landscaping and existing trees as needed. The City will seek an indemnification agreement for the Parkway if such a facility is proposed to be located within the WID easement. A consolidated maintenance district will be responsible for litter clean-up for the Parkway/WID Canal easement area. The master plan shall be subject to review and approval by the Community Development Director and the Parks and Recreation Director. (#40), (#48)

- B6. The owner/subdivider of Lot 10 shall provide appropriate security, design and install a bikeway/pedestrian walkway along the south side of the Bear Creek drainage corridor. The bikeway/pedestrian walkway shall consist of an asphalt or concrete bike path as proposed in the project environmental document. Provide a Master Plan for the bikeway/pedestrian walkway prior to approval of the Final Map. The Master Plan shall contain but not be limited to the following component plans: signage, bollards, public access, landscaping, fencing, security (including hours of operation), and maintenance (including litter removal). A consolidated maintenance district will be responsible for litter clean-up for the Bear Creek Corridor. The master plan shall be subject to review and approval by the Community Development Director and the Parks and Recreation Director. (#40), (#48)
- B7. The owner/subdivider of Lot 10 shall provide appropriate security, design and install the bikeway/pedestrian bridge at the site show on TM8-04A&B.

Easements

- B8. Comply with all requirements of agencies having jurisdiction over the Woodbridge Irrigation District (WID). (#25)
- B9. The Final Map for Lot 9 and Lot 10 shall include a ten (10) foot easement from the existing toe of the levee along Bear Creek for maintenance of all levee slopes. Note: This condition is not required if the easement is already included as a component of another recorded map. (#18)

- B10. Provide an accessible 10-foot wide maintenance/access easement or license agreement from UPRR for access purposes along the westerly side and a 3-foot wide maintenance/access easement along the easterly side of the masonry soundwall/fence constructed on the western side of Lot 10. (#33)

Disclosure/Notification

- B11. The owner/subdivider of Lot 10 shall disclose to all prospective home buyers as a condition of sale and prior to the opening of escrow, the existence of any present or former remediation site (lead or any other contaminant) within the project boundaries. (#43)
- B12. The owner/subdivider of Lot 10 shall notify each residential buyer, new and resale, about the future grade separation proposed along Lt. Col. Mark Taylor Street at the intersection with the UPRR (formerly SPRR) upon entering into a contract to purchase, said notification shall be recorded with sale and a copy provided to the City. (#20)

The following on-site/in-tract improvements are necessary to support development within Plan Area 'B' Lot 7, Lot 8, Lot 9 and Lot 10:

▪ **On-site/In-tract Improvements**

Holman Road

- B13. Construct Holman Road to the full one hundred thirty-four (134) foot width (one hundred fourteen (114) feet from curb face to curb face) from the Woodbridge Irrigation District canal easement northward to an intersection with Eight Mile Road, including the construction of a bridge across Bear Creek. Include median lighting. (#11)
- B14. Install barricades per City of Stockton standards at the intersection of Holman Road and Cannery Circle/Tri-Valley Drive.
- B15. Install bus turnouts at the intersection of Holman Road and Pfc Jessie Mizener Street and Holman Road and Eight Mile Road as depicted on the tentative map. (#17)
- B16. The owner/subdivider of Lot 8 and Lot 9 shall construct a masonry sound wall along the east side of Holman Road from the northern boundary of the Woodbridge Irrigation District canal easement northward to The Bear Creek levee. The height of the soundwall shall be a minimum of seven feet, subject to design approval by the Community Development Director. (#47)
- B17. The owner/subdivider of Lot 10 shall construct a masonry sound wall along the west side of Holman Road from the northern boundary of the

Woodbridge Irrigation District canal easement northward to The Bear Creek levee. The height of the soundwall shall be a minimum of seven feet, subject to design approval by the Community Development Director. (#47)

B18. Access to Holman Road shall be restricted except at public street intersections. (#7)

B19. Install landscaping and sidewalk between masonry soundwall and back of curb subject to review and approval by the Community Development Director and the Parks and Recreation Director. (#40)

Storm Water/Holman Road North of Bear Creek

B20. The construction of Holman Road north of Bear Creek to Eight Mile Road prior to development occurring in Plan Area C, D or E will require the design and construction of an interim drainage facility to address runoff from construction of the required roadway improvements north of Bear Creek. The design of the interim drainage facility and its construction is subject the approval of the Director of Municipal Utilities and the Public Works Director.

Lt. Col. Mark Taylor Street

B21. The owner/subdivider of Lot 10 shall construct the road to the full ninety-six (96) foot width (sixty-six (66) feet from curb face to curb face) from the western most curb flare at the intersection of Lt. Col. Mark Taylor Street and Street 'P' to the western boundary of Cannery Park TM8-04A&B at a time determined to be appropriate by the Public Works Director.

B22. Access to Lt. Col. Mark Taylor Street shall be restricted except at public street intersections. (#7)

B23. Construct a masonry sound wall along the north side of Lt. Col. Mark Taylor Street beginning at the western curb flare of the intersection of Lt. Col. Mark Taylor Street and Holman Road extending westward to the property boundary The height of the soundwalls shall be at a minimum of seven feet, subject to design approval by the Community Development Director. (#47)

B24. Install landscaping and sidewalk between masonry soundwall and back of curb subject to review and approval by the Community Development Director and the Parks and Recreation Director. (#40)

Lt. Col. Mark Taylor Street / UPRR Underpass

B25. Design and pay their proportionate share of all grade separation improvements at Lt. Col. Mark Taylor Street and the Union Pacific Railroad (formerly SPRR). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 7 (i.e., 804), Lot 8 (i.e., 641), Lot 9 (i.e., 842) and Lot 10

(i.e., 4,087), the owners/subdividers of Lot 7, Lot 8, Lot 9 and Lot 10 shall pay a proportionate share of 1.65%, 1.32%, 1.73% and 8.39% respectively. All associated improvements within the boundary of this tentative map shall be constructed with the first phase of development proximate to the railroad crossing area. The ODS may request that an area of benefit (AOB) be established to reimburse the ODS for any related design and construction costs exceeding their proportionate share. Lots U and T shall be landscaped by the ODS to the satisfaction of the City Parks Facility Planner / Landscape Architect. Lots U and T shall be incorporated into and maintained by the consolidated landscape maintenance district. If the design of the grade separation does not utilize sloped landscape areas, the lots and associated landscaping are not required. (#20), (#39)

Pfc Jessie Mizener Street

The owner/subdivider of Lot 7, Lot 8 or Lot 9 shall construct Pfc Jessie Mizener Street pursuant to the following improvement conditions. Note: In the event that the Holman Road Road/Bear Creek Bridge is not granted its environmental permits allowing for its construction, and security has been provided for the construction of the bridge and Holman Road to Eight Mile Road, then in order to accommodate the daily trips from Improvement Plan Area B, the first final map within Plan Area B (i.e., Lot 7, Lot 8, Lot 9 or Lot 10) shall include the construction of Pfc Jessie Mizener Street pursuant to the dimensions and segment length described in B26 below.

- B26. Construct the road to the full seventy-eight (78) foot width (forty-eight (48) feet from curb face to curb face) from approximately one hundred (100) feet west of the western most curb flare at the intersection with Holman Road and Pfc Jessie Mizener Street to the State Route Hwy 99 Frontage Road.
- B27. Install a barricade per City of Stockton standards at the intersection of Pfc Jessie Mizener Street and Collector A.
- B28. Access to Pfc Jessie Mizener Street shall be restricted except at public street intersections. (#7)
- B29. The owner/subdivider of Lot 9 shall construct a masonry sound wall along the north side of Pfc Jessie Mizener Street beginning at the eastern most curb flare of the intersection of Holman Road and Pfc Jessie Mizener Street eastward across the southern property boundary intersecting with the easement of the Woodbridge Irrigation District Canal; excepting appropriate access points into the subdivision. The height of the soundwall shall be at a minimum of seven feet, subject to design approval by the Community Development Director. (#47)
- B30. The owner/subdivider of Lot 8 shall construct a masonry sound wall along the south side of Pfc Jessie Mizener Street beginning at the eastern most curb flare of the intersection of Holman Road and Pfc Jessie Mizener Street

eastward along the northern boundary of the property intersecting with the easement of the Woodbridge Irrigation District Canal; excepting appropriate access points into the subdivision. The height of the soundwall shall be at a minimum of seven feet, subject to design approval by the Community Development Director. (#47)

B31. The owner/subdivider of Lot 7 shall construct a masonry sound wall along the south side of Pfc Jessie Mizener Street beginning at the eastern boundary of the Woodbridge Irrigation District canal easement (Lot GG) eastward along the northern boundary of the property intersecting with the western boundary of Lot 5; excepting appropriate access points into the subdivision. The height of the soundwall shall be at a minimum of seven feet, subject to design approval by the Community Development Director. (#47)

B32. Install landscaping and sidewalk between masonry soundwall and back of curb subject to review and approval by the Community Development Director and the Parks and Recreation Director. (#40)

Traffic Signals/Intersection Improvements

B33. Design and install traffic signals at the intersection of Holman Road and Pfc Jessie Mizener Street. Activation of the traffic signal shall be at the discretion of the Public Works Director. (#13)

B34. Design and install a traffic signal at the intersection of Holman Road and Cannery Circle/Tri-Valley Drive. Activation of the traffic signal shall be at the discretion of the Public Works Director. (#13)

Minor roads and Collectors

B35. Rights of ways and/or lot layouts shall be reconfigured as necessary to accommodate traffic calming measures required by City Standard including, but not limited to, roundabouts and traffic circles. (#41)

▪ **Off-site Improvements**

Eight Mile Road / UPRR Underpass

B36. Design and pay a proportionate share of all grade separation improvements at Eight Mile Road and the Union Pacific Railroad. (#19)

Eight Mile Road

B37. Comply with all conditions of Specific Plan Amendment SPA1-03 and install all improvements required by said amendment. (#6)

B38. Install frontage improvements from the western boundary of TM8-04A&B

eastward to the eastern boundary of TM8-04A&B, including but not limited to curb, gutter, sidewalk, pavement widening and street lighting along Eight Mile Road to provide a minimum 72-foot half street section. (#5)

- B39. Existing points of access shall remain unrestricted until such time as the Eight Mile Road improvements are constructed or until an adjacent parcel is developed. (#12)
- B40. Install a continuous eleven (11) foot minimum width deceleration lane on the south side of Eight Mile Road for a minimum of 200 feet west of the driveway located approximately 800 feet east of the Union Pacific Railroad (formerly the SPRR). (SPA #5)
- B41. The Project driveway(s) on Eight Mile Road shall be limited to a total of four (three new) driveways and shall be limited to right-turn in/right-turn out. Driveways shall be spaced a minimum distance of 300 feet from any intersection, driveway or creek and shall be a minimum of 750 feet from the Union Pacific Railroad tracks. Project driveway(s) shall be designed and constructed to prevent on-site cross traffic for a minimum distance of 100 feet from the future property line along Eight Mile Road. (SPA #3)
- B42. Design and install a traffic signal at the intersection of Holman Road and Eight Mile Road. Construct interim intersection improvements to the satisfaction of the Public Works Director, including appropriate alignment and striping of the intersection turn lanes and the provision of transition lanes on the south side of Eight Mile Road approaching and departing Holman Road. Provide vehicle acceleration and de-acceleration lanes, as appropriate. (#10), (#13)

Other Intersections/Roadways

- B43. Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 7 (i.e., 804), the owner/subdivider of Lot 7 shall pay a proportionate share (i.e., 1.65%) of the total cost of roadway improvements at the following intersections (#13), (#16):

- Eight Mile Road/Ham Lane;
- Eight Mile Road/Leach Road;
- Eight Mile Road/Pearson Road;
- Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
- Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
- Morada Lane/Hwy 99 East Frontage Road (interim improvements).

B44. The proportionate share for roadway improvements at West Lane/Arterial A intersection for the Cannery Park TM8-04A&B is two-percent (2%). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 7 (i.e., 804), the owner/subdivider of Lot 7 shall pay a proportionate share (i.e., 1.65%) of the two-percent (2%) share of the cost of roadway improvements at the West Lane/Arterial A intersection. (#16)

B45. Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 8 (i.e., 641), the owner/subdivider of Lot 8 shall pay a proportionate share (i.e., 1.32%) of the total cost of roadway improvements at the following intersections (#13), (#16):

- Eight Mile Road/Ham Lane;
- Eight Mile Road/Leach Road;
- Eight Mile Road/Pearson Road;
- Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
- Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
- Morada Lane/Hwy 99 East Frontage Road (interim improvements).

B46. The proportionate share for roadway improvements at West Lane/Arterial A intersection for the Cannery Park TM8-04A&B is two-percent (2%). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 8 (i.e., 641), the owner/subdivider of Lot 8 shall pay a proportionate share (i.e., 1.32%) of the two-percent (2%) share of the cost of roadway improvements at the West Lane/Arterial A intersection. (#16)

B47. Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 9 (i.e., 842), the owner/subdivider of Lot 9 shall pay a proportionate share (i.e., 1.73%) of the total cost of roadway improvements at the following intersections (#13), (#16):

- Eight Mile Road/Ham Lane;
- Eight Mile Road/Leach Road;
- Eight Mile Road/Pearson Road;
- Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
- Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
- Morada Lane/Hwy 99 East Frontage Road (interim improvements).

B48. The proportionate share for roadway improvements at West Lane/Arterial A intersection for the Cannery Park TM8-04A&B is two-percent (2%). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 9 (i.e., 842), the owner/subdivider of Lot 9 shall pay a proportionate share (i.e., 1.73%) of the two-percent (2%) share of the cost of roadway improvements at the West Lane/Arterial A intersection. (#16)

B49. Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 10 (i.e., 4,087), the owner/subdivider of Lot 10 shall pay a proportionate share (i.e., 8.39%) of the total cost of roadway improvements at the following intersections (#13), (#16):

- Eight Mile Road/Ham Lane;
- Eight Mile Road/Leach Road;
- Eight Mile Road/Pearson Road;
- Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
- Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
- Morada Lane/Hwy 99 East Frontage Road (interim improvements).

B50. The proportionate share for roadway improvements at West Lane/Arterial A intersection for the Cannery Park TM8-04A&B is two-percent (2%). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 10 (i.e., 4,087), the owner/subdivider of Lot 10 shall pay a proportionate share (i.e., 8.39%) of the two-percent (2%) share of the cost of roadway improvements at the West Lane/Arterial A intersection. (#16)

Other Facilities

B51 Based upon the total gross acreage of land designated as single family residential on TM8-04A&B (i.e., 197.77 acres) compared to the total gross acreage associated with Lot 7 on TM8-04A&B (i.e., 9.01 acres), the owner/subdivider of Lot 7 shall pay a proportionate share (i.e., 4.6%) of the costs associated with the following improvements:

- Bear Creek pedestrian/bicycle bridge connecting Lot 10 to Lot 3;
- Bear Creek pedestrian/bicycle trail;
- Pedestrian trail along the Woodbridge Irrigation Canal, including any mid-block signalization required for pedestrian safety; excepting all costs associated with construction of the pedestrian trail along the boundary of Lot 7; and

- Temporary Park & Ride Lot to be located on lot 17.

B52. Based upon the total gross acreage of land designated as single family residential on TM8-04A&B (i.e., 197.77 acres) compared to the total gross acreage associated with Lot 8 on TM8-04A&B (i.e., 6.59 acres), the owner/subdivider of Lot 8 shall pay a proportionate share (i.e., 3.3%) of the costs associated with the following improvements:

- Bear Creek pedestrian/bicycle bridge connecting Lot 10 to Lot 3;
- Bear Creek pedestrian/bicycle trail;
- Pedestrian trail along the Woodbridge Irrigation Canal, including any mid-block signalization required for pedestrian safety; excepting all costs associated with construction of the pedestrian trail along the boundary of Lot 8; and
- Temporary Park & Ride Lot to be located on lot 17.

B53. Based upon the total gross acreage of land designated as single family residential on TM8-04A&B (i.e., 197.77 acres) compared to the total gross acreage associated with Lot 9 on TM8-04A&B (i.e., 9.29 acres), the owner/subdivider of Lot 9 shall pay a proportionate share (i.e., 4.7%) of the costs associated with the following improvements:

- Bear Creek pedestrian/bicycle bridge connecting Lot 10 to Lot 3;
- Bear Creek pedestrian/bicycle trail;
- Pedestrian trail along the Woodbridge Irrigation Canal, including any mid-block signalization required for pedestrian safety; excepting all costs associated with construction of the pedestrian trail along the boundary of Lot 9; and
- Temporary Park & Ride Lot to be located on lot 17.

B54. Based upon the total gross acreage of land designated as single family residential on TM8-04A&B (i.e., 197.77 acres) compared to the total gross acreage associated with Lot 10 on TM8-04A&B (i.e., 74.97 acres), the owner/subdivider of Lot 10 shall pay a proportionate share (i.e., 37.9%) of the costs associated with the following improvements:

- Bear Creek pedestrian/bicycle bridge connecting Lot 10 to Lot 3;
- Pedestrian trail along the Woodbridge Irrigation Canal, including any mid-block signalization required for pedestrian safety; excepting all costs associated with construction of the pedestrian trail along the boundary of Lot 10; and
- Temporary Park & Ride Lot to be located on lot 17.

Note: If development occurs within Plan Area 'B' prior to occurring in Plan Area 'A', the following on-site/in-tract improvements shall occur:

Holman Road

- B55. Construct Holman Road to the full one hundred thirty-four (134) foot width (one hundred fourteen (114) feet from curb face to curb face) from southern boundary of TM8-04A&B to the Woodbridge Irrigation canal easement. Include median lighting. (#11)
- B56. Install a barricade per City of Stockton standards at the northern curb flare of the intersection of Holman Road and Lt. Col. Mark Taylor Street/Hendrix Drive.
- B57. Install bus turnouts at the intersection of Holman Road and Lt. Col. Mark Taylor Street/Hendrix Drive as depicted on the tentative map. (#17)
- B58. Access to Holman Road shall be restricted except at public street intersections. (#7)

Lt. Col. Mark Taylor Street

- B59. Construct the road to the full ninety-six (96) foot width (sixty-six (66) feet from curb face to curb face) from the western most curb flare at the intersection with Holman Road westward to a point located approximately fifty feet (50) west of the intersection of Lt. Col. Mark Taylor Street and Street 'P'. Include median lighting.

Traffic Signals/Intersection Improvements

- B60. Design and install a traffic signal at the intersection of Holman Road and Hendrix Drive. Activation of the traffic signal shall be at the discretion of the Public Works Director. (#10)

- **Off-site Improvements**

Eight Mile Road Interchange Frontage Roads

Provide appropriate security, design and construct the following interim improvements to mitigate near-term impacts and enhance circulation.

- B61. Design and install a traffic signal at the intersection of Eight Mile Road/West Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13), (#16)

NB – 1 left-turn lane and 1 through/right-turn shared lane
 SB – 1 left-turn lane and 1 through/right-turn shared lane
 EB – 1 left-turn lane and 1 through/right-turn shared lane
 WB – 1 left-turn lane and 1 through/right-turn shared lane

B62. Design and construct a traffic signal at the intersection of Eight Mile Road/East Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13), (#16)

NB – 1 left-turn lane and 1 through/right-turn shared lane
SB – 1 left-turn lane and 1 through/right-turn shared lane
EB – 1 left-turn lane and 1 through/right-turn shared lane
WB – 1 left-turn lane and 1 through/right-turn shared lane

B63. Install stop signs at the intersection of the north bound off-ramp and East Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13), (#16)

NB – 1 left-turn lane and 1 through/right-turn shared lane
SB – 1 right-lane and 1 through lane
EB – 1 left-turn lane and 1 right-turn lane
WB – Not applicable

If the owner/subdivider of Lot 7, Lot 8, Lot 9 or Lot 10 constructs the interim improvements identified in B61, B62 and B63, the payment of a proportionate share of the cost of those improvements as defined in B43, B45, B47 and B49 above is not required of the owner/subdivider who constructed said improvements.

Note: If development occurs in Improvement Plan Area 'B' prior to occurring in Improvement Plan Area 'A', the following off-site improvements shall occur:

Morada Lane Interchange Frontage Roads

Provide appropriate security, design and construct the following interim improvements to mitigate near-term impacts and enhance circulation.

B64. Design and install a traffic signal at Morada Lane/Hwy 99 West Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13)

NB – 1 through/left-turn shared lane, and 1 right-turn lane
SB – 1 through/left-turn shared lane, and 1 right-turn lane
EB – 1 left-turn lane and 1 through/right-turn shared lane
WB – 1 through, 1 left-turn lane, and 1 right-turn lane

B65. Design and install a traffic signal at the Morada Lane/Hwy 99 East Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13)

NB – 1 left-turn lane and 1 through/right-turn shared lane
SB – 1 left-turn lane, 1 through lane and 1 right-turn lane

EB – 1 left-turn lane and 1 through/right-turn shared lane
 WB – 1 left-turn lane and 1 through/right-turn shared lane

If the owner/subdivider of Lot 7, Lot 8, Lot 9 or Lot 10 constructs the interim improvements identified in B64 and B65, the payment of a proportionate share of the cost of those improvements as defined in B43, B45, B47 and B49 above is not required of the owner/subdivider who constructed said improvements.

☐ Plan Area 'C'

Plan Area 'C' encompasses approximately 73.52± acres of light industrial/business park uses, consisting of the Lot 1, Lot 2 and Lot 3. The following general conditions are associated with development within Improvement Plan Area 'C':

▪ **General Conditions**

Storm Water

- C1. The owner/subdivider of Lot 1 and Lot 2 shall provide appropriate security, design and construct a drainage basin/pump station on Lot 3. The design of the basin/pump station shall be subject to the approval of the Director of Municipal Utilities.

Easements

- C2. The owner/subdivider of Lot 2 shall comply with all requirements of agencies having jurisdiction over the Woodbridge Irrigation District (WID). (#25)
- C3. The Final Map for Lot 1 and Lot 2 shall include a ten (10) foot easement from the existing toe of the levee along Bear Creek for maintenance of all levee slopes. Note: This condition is not required if the easement is already included as a component of another recorded map. (#18)
- C4. Provide non-exclusive access easements within the industrial and commercial areas as necessary to provide all required lot accesses. (#24)

Transportation System Management

- C5. The owner/subdivider of Lots 1 and 2 shall participate in any Transportation Systems Management (TSM) programs established by the City of Stockton and provide a permanent area for a park and ride facility as a part of the development of Lots 1, 2, 4 or 5, or a combination thereof. Lot 17 is considered an interim park & ride location that will eventually be eliminated with the reconstruction of the State Highway Route 99/Eight Mile Road interchange. The Park and Ride facility may be a stand-alone designated lot or may consist of designated spaces within a parking area in the above referenced lots. The required number of park & ride spaces shall be

determined by the Public Works Director in consultation with Caltrans. (#21)

The following on-site/in-tract improvements are necessary to support development within Improvement Plan Area 'C':

▪ **On-site/in-tract Improvements**

Signature Drive

C6. Dedicate the right-of-way and construct the road to the full sixty (60) foot width (forty (40) feet from curb face to curb face) from Eight Mile Road southward as depicted on TM8-04A&B.

Cannery Circle

C7. The owner/subdivider of Lot 2 shall dedicate the right-of-way and construct the road to the full seventy-eight (78) foot width (forty-eight (48) feet from curb face to curb face) from Holman Road westward approximately 365 feet as depicted on the tentative map. Dedicate the right-of-way and construct the road to the full sixty (60) foot width (forty (40) feet from curb face to curb face) as depicted on TM8-04A&B.

▪ **Off-site Improvements**

Eight Mile Road / UPRR Underpass

C8. Design and pay a proportionate share of all grade separation improvements at Eight Mile Road and the Union Pacific Railroad. (#19).

Lt. Col. Mark Taylor Street / UPRR Underpass

C9. Design and pay their proportionate share of all grade separation improvements at Lt. Col. Mark Taylor Street and the Union Pacific Railroad (formerly SPRR). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 1 (i.e., 4,061), the owner/subdivider of Lot 1 shall pay 8.33% of Cannery Park TM8-04A&B share of said improvements. The total daily trip generation estimate associated with Lot 2 is 5,844). The owner/subdivider of Lot 2 shall pay 12.00% of Cannery Park TM8-04A&B share of said improvements.

Golfview Road

C10. Design and construct a traffic signal at the future intersection of Eight Mile Road/Golfview Road/Signature Drive and stripe to provide the following lane configuration: (#10), (#13), (#16)

SB – 1 left-turn lane and 1 through/right-turn shared lane
 EB – 1 left-turn lane and 2 through lanes
 WB – 1 through lane and 1 through/right-turn shared lane
 NB - 1 left-turn lane and 1 through/right-turn shared lane

Other Roadways/Intersections

C11. Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 1 (i.e., 4,061), the owner/subdivider of Lot 1 shall pay a proportionate share (i.e., 8.33%) of the total cost of roadway improvements at the following intersections (#13), (#16):

- Eight Mile Road/Ham Lane;
- Eight Mile Road/Leach Road;
- Eight Mile Road/Pearson Road;
- Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
- Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
- Morada Lane/Hwy 99 East Frontage Road (interim improvements).

C12. The proportionate share for roadway improvements at West Lane/Arterial A intersection for the Cannery Park TM8-04A&B is two-percent (2%). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 1 (i.e., 4,061), the owner/subdivider of Lot 1 shall pay a proportionate share (i.e., 8.33%) of the two-percent (2%) share of the cost of roadway improvements at the West lane/Arterial A intersection. (#16)

C13. Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 2 (i.e., 5,844), the owner/subdivider of Lot 2 shall pay a proportionate share (i.e., 12.00%) of the total cost of roadway improvements at the following intersections (#13), (#16):

- Eight Mile Road/Ham Lane;
- Eight Mile Road/Leach Road;
- Eight Mile Road/Pearson Road;
- Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
- Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
- Morada Lane/Hwy 99 East Frontage Road (interim improvements).

C14. The proportionate share for roadway improvements at West Lane/Arterial A intersection for the Cannery Park TM8-04A&B is two-percent (2%). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 2 (i.e., 5,844), the owner/subdivider of Lot 2 shall pay a proportionate share (i.e., 12.00%) of the two-percent (2%) share of the cost of roadway improvements at the West Lane/Arterial A intersection. (#16)

Note: If development occurs in Improvement Plan Area 'C' prior to occurring in Improvement Plan Areas 'B' or 'D', the following on-site/in-tract improvements shall occur:

Holman Road

C15. Construct Holman Road to the full one hundred thirty-four (134) foot width (one hundred fourteen (114) feet from curb face to curb face) from Eight Mile Road southward to Bear Creek. Include median lighting. (#11)

C16. Install a bus turnout at the intersection of Holman Road and Eight Mile Road as depicted on TM8-04A&B. (#17)

C17. Access to Holman Road shall be restricted except at public street intersections. (#7)

Traffic Signals/Intersection Improvements

C18. Design and install a traffic signal at the intersection of Holman Road and Cannery Circle/Tri-Valley Drive. Activation of the traffic signal shall be at the discretion of the Public Works Director. (#13)

Note: If development occurs in Improvement Plan Area 'C' prior to occurring in Improvement Plan Areas 'B', 'D' or 'E', the following off-site improvements shall occur:

Eight Mile Road

C19. Comply with all conditions of Specific Plan Amendment SPA1-03 and install all improvements required by said amendment. (#6)

C20. Install frontage improvements from the western boundary of TM8-04A&B eastward to the eastern boundary of TM8-04A&B, including but not limited to curb, gutter, sidewalk, pavement widening and street lighting along Eight Mile Road to provide a minimum 72-foot half street section. (#5)

C21. Existing points of access shall remain unrestricted until such time as the Eight Mile Road improvements are constructed or until an adjacent parcel is developed. (#12)

- C22. Install a continuous eleven (11) foot minimum width deceleration lane on the south side of Eight Mile Road for a minimum of 200 feet west of the driveway located approximately 800 feet east of the Union Pacific Railroad (formerly the SPRR). (SPA #5)
- C23. The Project driveway(s) on Eight Mile Road shall be limited to a total of four (three new) driveways and shall be limited to right-turn in/right-turn out. Driveways shall be spaced a minimum distance of 300 feet from any intersection, driveway or creek and shall be a minimum of 750 feet from the Union Pacific Railroad tracks. Project driveway(s) shall be designed and constructed to prevent on-site cross traffic for a minimum distance of 100 feet from the future property line along Eight Mile Road. (SPA #3)
- C24. Design and install a traffic signal at the intersection of Holman Road and Eight Mile Road. Construct interim intersection improvements to the satisfaction of the Public Works Director, including appropriate alignment and striping of the intersection turn lanes and the provision of transition lanes on the south side of Eight Mile Road approaching and departing Holman Road. Provide vehicle acceleration and de-acceleration lanes, as appropriate. (#10), (#13)

Eight Mile Road Interchange Frontage Roads

Provide appropriate security, design and construct the following interim improvements to mitigate near-term impacts and enhance circulation.

- C25. Design and install a traffic signal at the intersection of Eight Mile Road/West Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13), (#16)

NB – 1 left-turn lane and 1 through/right-turn shared lane
 SB – 1 left-turn lane and 1 through/right-turn shared lane
 EB – 1 left-turn lane and 1 through/right-turn shared lane
 WB – 1 left-turn lane and 1 through/right-turn shared lane

- C26. Design and construct a traffic signal at the intersection of Eight Mile Road/East Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13), (#16)

NB – 1 left-turn lane and 1 through/right-turn shared lane
 SB – 1 left-turn lane and 1 through/right-turn shared lane
 EB – 1 left-turn lane and 1 through/right-turn shared lane
 WB – 1 left-turn lane and 1 through/right-turn shared lane

- C27. Install stop signs at the intersection of the north bound off-ramp and East Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13), (#16)

NB – 1 left-turn lane and 1 through/right-turn shared lane
 SB – 1 right-lane and 1 through lane
 EB – 1 left-turn lane and 1 right-turn lane
 WB – Not applicable

If the owner/subdivider of Lot 1 or Lot 2 constructs the interim improvements identified in C25, C26 and C27, the payment of a proportionate share of the cost of those improvements as defined in C11 and C13 above is not required of the owner/subdivider who constructed said improvements.

☐ Improvement Plan Area 'D'

Improvement Plan Area 'D' encompasses approximately 32.09± acres of business park/commercial uses consisting of Lot 4. The following general conditions are associated with development within Improvement Plan Area 'D' Lot 4 (Parcels 22 through 36):

▪ **General Conditions**

Easements

- D1. Comply with all requirements of agencies having jurisdiction over the Woodbridge Irrigation District (WID). (#25)
- D2. The Final Map for Lot 4 shall include a ten (10) foot easement from the existing toe of the levee along Bear Creek for maintenance of all levee slopes. Note: This condition is not required if the easement is already included as a component of another recorded map. (#18)

Transportation System Management

- D3. The owner/subdivider shall participate in any Transportation Systems Management (TSM) programs established by the City of Stockton and provide a permanent area for a park and ride facility as a part of the development of Lots 1, 2, 4 or 5, or a combination thereof. Lot 17 is considered an interim park & ride location that will eventually be eliminated with the reconstruction of the State Highway Route 99/Eight Mile Road interchange. The Park and Ride facility may be a stand-alone designated lot or may consist of designated spaces within a parking area in the above referenced lots. The required number of park & ride spaces shall be determined by the Public Works Director in consultation with Caltrans. (#21)

Note: If construction occurs in Improvement Plan Area 'D' prior to occurring in Improvement Plan Area 'C', the following improvement shall occur:

Storm Water

- D4. Provide appropriate security, design and construct a drainage basin/pump station on Lot 3. The design of the basin/pump station shall be subject to the approval of the Director of Municipal Utilities.

The following on-site/in-tract improvements are necessary to support development within Improvement Plan Area 'D' Lot 4:

- **On-site/in-tract Improvements**

Tri-Valley Drive

- D5. Dedicate the right-of-way and construct the road to the full seventy-eight (78) foot width (forty-eight (48) feet from curb face to curb face) from Holman Road eastward approximately 300 feet and from Collector A westward approximately 300 feet as depicted on the tentative map. Dedicate the right-of-way and construct the road to the full sixty (60) foot width (forty (40) feet from curb face to curb face) for the mid-section of the roadway as depicted on TM8-04A&B.

Collector A

- D6. Dedicate the right-of-way and construct the road to the full ninety-six (96) foot width (sixty-six (66) feet from curb face to curb face) from Eight Mile Road southward to point adjoining the southern curb flare of the intersection of Collector A and Tri-Valley Drive.
- D7. Install a barricade per City of Stockton standards at the southern curb flare of the intersection of Collector A and Tri-valley Drive.
- D8. Access to Collector A shall be restricted within 300 feet from any street intersection, driveway or creek. Any access within 500 feet from a street intersection/traffic signal shall be right-in/right-out only. (#7)
- D9. Install bus turnouts at the intersection of Collector A and Eight Mile Road as depicted on TM8-04A&B. (#17)
- D10. A full access intersection shall be allowed at Eight Mile Road and Collector 'A', located 1,000 feet west of the west frontage road and a traffic signal shall be installed to use the access. (SPA#4)

Collector A/Bear Creek Bridge

- D11. The owner/subdivider of Lot 4 shall pay a proportionate share of the cost associated with the design and construction of the Collector A/Bear Creek Bridge. The proportionate shall be based upon a percentage of the total gross acreage of land associated with Lot 4, Lot 5 and Lot 6 (i.e., 99.83 acres). The total gross acreage associated with Lot 4 on TM8-04A&B is

32.09 acres. The owner/subdivider of Lot 4 shall pay 32% of the cost to design and construct the Collector A/Bear Creek Bridge.

Traffic Signals/Intersection Improvements

D12. Design and install a traffic signal at the intersection of Tri-Valley Drive and Collector A. The activation of the traffic signal shall be at the discretion of the Public Works Director. (#13)

D13. Design and install a traffic signal at the intersection of Eight Mile Road and Collector A. Activation of the traffic signal shall be at the discretion of the Public Works Director. (#13)

▪ **Off-site Improvements**

Eight Mile Road / UPRR Underpass

D14. Design and pay a proportionate share of all grade separation improvements at Eight Mile Road and the Union Pacific Railroad. (#19)

Lt. Col. Mark Taylor Street / UPRR Underpass

D15. Design and pay a proportionate share of all grade separation improvements at Lt. Col. Mark Taylor Street and the Union Pacific Railroad (formerly SPRR). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 4 (i.e., 5,914), the owner/subdivider of Lot 4 shall pay 12.13% of Cannery Park TM8-04A&B share of said improvements.

Other Roadways/Intersections

D16. Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 4 (i.e., 5,914), the owner/subdivider of Lot 4 shall pay a proportionate share (i.e., 12.13%) of the total cost of roadway improvements at the following intersections (#13), (#16):

- Eight Mile Road/Ham Lane;
- Eight Mile Road/Leach Road;
- Eight Mile Road/Pearson Road;
- Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
- Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
- Morada Lane/Hwy 99 East Frontage Road (interim improvements).

D17. The proportionate share for roadway improvements at West Lane/Arterial A intersection for the Cannery Park TM8-04A&B is two-percent (2%). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 4 (i.e., 5,914), the owner/subdivider of Lot 4 shall pay a proportionate share (i.e., 12.13%) of the two-percent (2%) share of the cost of roadway improvements at the West Lane/Arterial A intersection. (#16)

Note: If development occurs in Improvement Plan Area 'D' prior to occurring in Improvement Plan Areas 'B' or 'C', the following on-site/in-tract improvements shall occur:

Holman Road

D18. Construct Holman Road to the full one hundred thirty-four (134) foot width (one hundred fourteen (114) feet from curb face to curb face) from Eight Mile Road southward to Bear Creek. Include median lighting. (#11)

D19. Install a bus turnout at the intersection of Holman Road and Eight Mile Road as depicted on the tentative map. (#17)

D20. Access to Holman Road shall be restricted except at public street intersections. (#7)

Traffic Signals/Intersection Improvements

D21. Design and install a traffic signal at the intersection of Holman Road and Cannery Circle/Tri-Valley Drive. Activation of the traffic signal shall be at the discretion of the Public Works Director. (#13)

Note: If development occurs in Improvement Plan Area 'D' prior to occurring in Improvement Plan Areas 'B', 'C' or 'E', the following off-site improvements shall occur:

Eight Mile Road

D22. Comply with all conditions of Specific Plan Amendment SPA1-03 and install all improvements required by said amendment. (#6)

D23. Install frontage improvements from the western boundary of TM8-04A&B eastward to the eastern boundary of TM8-04A&B, including but not limited to curb, gutter, sidewalk, pavement widening and street lighting along Eight Mile Road to provide a minimum 72-foot half street section. (#5)

D24. Existing points of access shall remain unrestricted until such time as the Eight Mile Road improvements are constructed or until an adjacent parcel is developed. (#12)

- D25. Install a continuous eleven (11) foot minimum width deceleration lane on the south side of Eight Mile Road for a minimum of 200 feet west of the driveway located approximately 800 feet east of the Union Pacific Railroad (formerly the SPRR). (SPA #5)
- D26. The Project driveway(s) on Eight Mile Road shall be limited to a total of four (three new) driveways and shall be limited to right-turn in/right-turn out. Driveways shall be spaced a minimum distance of 300 feet from any intersection, driveway or creek and shall be a minimum of 750 feet from the Union Pacific Railroad tracks. Project driveway(s) shall be designed and constructed to prevent on-site cross traffic for a minimum distance of 100 feet from the future property line along Eight Mile Road. (SPA #3)
- D27. Design and install a traffic signal at the intersection of Holman Road and Eight Mile Road. Construct interim intersection improvements to the satisfaction of the Public Works Director, including appropriate alignment and striping of the intersection turn lanes and the provision of transition lanes on the south side of Eight Mile Road approaching and departing Holman Road. Provide vehicle acceleration and de-acceleration lanes, as appropriate. (#10), (#13)

Eight Mile Road Interchange Frontage Roads

Provide appropriate security, design and construct the following interim improvements to mitigate near-term impacts and enhance circulation.

- D28. Design and install a traffic signal at the intersection of Eight Mile Road/West Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13), (#16)
- NB – 1 left-turn lane and 1 through/right-turn shared lane
 SB – 1 left-turn lane and 1 through/right-turn shared lane
 EB – 1 left-turn lane and 1 through/right-turn shared lane
 WB – 1 left-turn lane and 1 through/right-turn shared lane
- D29. Design and construct a traffic signal at the intersection of Eight Mile Road/East Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13), (#16)
- NB – 1 left-turn lane and 1 through/right-turn shared lane
 SB – 1 left-turn lane and 1 through/right-turn shared lane
 EB – 1 left-turn lane and 1 through/right-turn shared lane
 WB – 1 left-turn lane and 1 through/right-turn shared lane
- D30. Install stop signs at the intersection of the north bound off-ramp and East Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13), (#16)

NB – 1 left-turn lane and 1 through/right-turn shared lane
 SB – 1 right-lane and 1 through lane
 EB – 1 left-turn lane and 1 right-turn lane
 WB – Not applicable

If the owner/subdivider of Lot 4 constructs the interim improvements identified in D28, D29 & D30, the payment of a proportionate share of the cost of those improvements as defined in D16 above is not required.

☐ Plan Area 'E'

Plan Area 'E' encompasses approximately 67.74± acres consisting of the Lot 5 and Lot 6. The following general conditions are associated with development within Plan Area 'E' Lot 5 and Lot 6:

▪ **General Conditions**

Easements

- E1. Comply with all requirements of agencies having jurisdiction over the Woodbridge Irrigation District (WID). (#25)
- E2. The Final Map for Lot 5 shall include a ten (10) foot easement from the existing toe of the levee along Bear Creek for maintenance of all levee slopes. Note: This condition is not required if the easement is already included as a component of another recorded map. (#18)

Transportation System Management

- E3. The owner/subdivider shall participate in any Transportation Systems Management (TSM) programs established by the City of Stockton and provide a permanent area for a park and ride facility as a part of the development of Lots 1, 2, 4 or 5, or a combination thereof. Lot 17 is considered an interim park & ride location that will eventually be eliminated with the reconstruction of the State Highway Route 99/Eight Mile Road interchange. The Park and Ride facility may be a stand-alone designated lot or may consist of designated spaces within a parking area in the above referenced lots. The required number of park & ride spaces shall be determined by the Public Works Director in consultation with Caltrans. (#21)

The following on-site/in-tract improvements are necessary to support development within Improvement Plan Area 'E' Lot 5 and Lot 6:

▪ **On-site/in-tract Improvements**

Collector A

- E4. Dedicate the right-of-way and construct the road to the full ninety-six (96) foot width (sixty-six (66) feet from curb face to curb face) from the southern curb flare of the intersection of Tri-Valley Drive and Collector A southward across Bear Creek to an intersection with Pfc Jessie Mizener Street.
- E5. Access to Collector A shall be restricted within 300 feet from any street intersection, driveway or creek. Any access within 500 feet from a street intersection/traffic signal shall be right-in/right-out only. (#7)

Collector A/Bear Creek Bridge

- E6. Based on the timing of development, the owner/subdivider of Lot 5 or Lot 6 shall provide appropriate security, design and construct the Collector A Bridge across Bear Creek. The owner/subdivider of Lot 5 and Lot 6 shall pay a proportionate share of the cost associated with the design and construction of the Collector A/Bear Creek Bridge. The proportionate share shall be based upon a percentage of the total gross acreage of land associated with Lot 4 (Lot 4 is conditioned to contribute 32% of the cost to design and construct the bridge), Lot 5 and Lot 6 (i.e., 99.83 acres). The total gross acreage associated with Lot 5 on TM8-04A&B is 55.87 acres. The owner/subdivider of Lot 5 shall pay 56% of the cost to design and construct the Collector A/Bear Creek Bridge. The total gross acreage associated with Lot 6 on TM8-04A&B is 11.87 acres. The owner/subdivider of Lot 6 shall pay 12% of the cost to design and construct the Collector A/Bear Creek Bridge.

▪ **Off-site Improvements**

Eight Mile Road / UPRR Underpass

- E7. Design and pay a proportionate share of all grade separation improvements at Eight Mile Road and the Union Pacific Railroad. (#19)

Lt. Col. Mark Taylor Street / UPRR Underpass

- E8. Design and pay their proportionate share of all grade separation improvements at Lt. Col. Mark Taylor Street and the Union Pacific Railroad (formerly SPRR). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 5 (i.e., 20,126), the owner/subdivider of Lot 5 shall pay 41.31% of Cannery Park TM8-04A&B share of said improvements. The total daily trip generation estimate associated with Lot 6 is 1,517. The owner/subdivider of Lot 6 shall pay 3.11% of Cannery Park TM8-04A&B share of said improvements.

State Route 99 Frontage Road

E9. The owner/subdivider of Lot 6 shall dedicate 50 feet of right-of-way along the State Highway Route 99 West Frontage Road, from Collector "B" to the south property line at Lot F, and install frontage improvements, including but not limited to curb, gutter, sidewalk, and street lighting along the property frontage of Lot F. Note: This condition is not required if the dedication is already included as a component of another recorded map. (#9)

Other Roadways/Intersections

E10. Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 5 (i.e., 20,126), the owner/subdivider of Lot 5 shall pay a proportionate share (i.e., 41.31%) of the total cost of roadway improvements at the following intersections (#13), (#16):

- Eight Mile Road/Ham Lane;
- Eight Mile Road/Leach Road;
- Eight Mile Road/Pearson Road;
- Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
- Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
- Morada Lane/Hwy 99 East Frontage Road (interim improvements).

E11. The proportionate share for roadway improvements at West Lane/Arterial A intersection for the Cannery Park TM8-04A&B is two-percent (2%). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 5 (i.e., 20,126), the owner/subdivider of Lot 5 shall pay a proportionate share (i.e., 41.31%) of the two-percent (2%) share of the cost of roadway improvements at that intersection. (#16)

E12. Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 6 (i.e., 1,517), the owner/subdivider of Lot 6 shall pay a proportionate share (i.e., 3.11%) of the total cost of roadway improvements at the following intersections (#13), (#16):

- Eight Mile Road/Ham Lane;
- Eight Mile Road/Leach Road;
- Eight Mile Road/Pearson Road;
- Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
- Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);

- Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
- Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
- Morada Lane/Hwy 99 East Frontage Road (interim improvements).

E13. The proportionate share for roadway improvements at West Lane/Arterial A intersection for the Cannery Park TM8-04A&B is two-percent (2%). Based upon the total daily trip generation rate for Cannery Park (i.e., 48,726) compared to the total daily trip generation estimate associated with Lot 6 (i.e., 1,517), the owner/subdivider of Lot 6 shall pay a proportionate share (i.e., 3.11%) of the two-percent (2%) share of the cost of roadway improvements at that intersection. (#16):

Note: If construction occurs in Improvement Plan Area 'E' prior to occurring in Improvement Plan Area 'C' or 'D', the following improvement shall occur:

Storm Water

E14. Provide appropriate security, design and construct a drainage basin/pump station on Lot 3. The design of the basin/pump station shall be subject to the approval of the Director of Municipal Utilities.

Note: If construction occurs in Improvement Plan Area 'E' prior to occurring in Improvement Plan Area 'D', the following improvement shall occur:

Collector A

E15. Dedicate the right-of-way and construct the road to the full ninety-six (96) foot width (sixty-six (66) feet from curb face to curb face) from Eight Mile Road southward to point adjoining the southern curb flare of the intersection of Collector A and Tri-Valley Drive.

E16. Install bus turnouts at the intersection of Collector A and Eight Mile Road as depicted on TM8-04A&B. (#17)

E17. A full access intersection shall be allowed at Eight Mile Road and Collector 'A', located 1,000 feet west of the west frontage road and a traffic signal shall be installed to use the access. (SPA#4)

Traffic Signals/Intersection Improvements

E18. Design and install a traffic signal at the intersection of Tri-Valley Drive and Collector A. The activation of the traffic signal shall be at the discretion of the Public Works Director. (#13)

- E19. Design and install a traffic signal at the intersection of Eight Mile Road and Collector A. Activation of the traffic signal shall be at the discretion of the Public Works Director. (#13)

Note: If construction occurs in Improvement Plan Area 'E' prior to occurring in Improvement Plan Area 'B', the following improvement shall occur:

Pfc Jessie Mizener Street

- E20. Construct the road to the full seventy-eight (78) foot width (forty-eight (48) feet from curb face to curb face) from approximately one hundred (100) feet west of the western most curb flare at the intersection with Collector A eastward to the State Route Hwy 99 Frontage Road.
- E21. Install a barricade per City of Stockton standards at the western most curb flare of the intersection of Pfc Jessie Mizener Street and Collector A.
- E22. Access to Pfc Jessie Mizener Street shall be restricted except at public street intersections. (#7)

Traffic Signals/Intersection Improvements

- E23. Design and install a traffic signal at the intersection of Collector A and Pfc Jessie Mizener Street. The activation of the traffic signal shall be at the discretion of the Public Works Director. (#13)

Note: If development occurs in Improvement Plan Area 'E' prior to occurring in Improvement Plan Areas 'B', 'C' or 'D', the following off-site improvements shall occur:

Eight Mile Road

- E24. Comply with all conditions of Specific Plan Amendment SPA1-03 and install all improvements required by said amendment. (#6)
- E25. Install frontage improvements from the western boundary of TM8-04A&B eastward to the eastern boundary of TM8-04A&B, including but not limited to curb, gutter, sidewalk, pavement widening and street lighting along Eight Mile Road to provide a minimum 72-foot half street section. (#5)
- E26. Existing points of access shall remain unrestricted until such time as the Eight Mile Road improvements are constructed or until an adjacent parcel is developed. (#12)
- E27. Install a continuous eleven (11) foot minimum width deceleration lane on the south side of Eight Mile Road for a minimum of 200 feet west of the driveway located approximately 800 feet east of the Union Pacific Railroad (formerly the SPRR). (SPA #5)
- E28. The Project driveway(s) on Eight Mile Road shall be limited to a total of four (three new) driveways and shall be limited to right-turn in/right-turn out.

Driveways shall be spaced a minimum distance of 300 feet from any intersection, driveway or creek and shall be a minimum of 750 feet from the Union Pacific Railroad tracks. Project driveway(s) shall be designed and constructed to prevent on-site cross traffic for a minimum distance of 100 feet from the future property line along Eight Mile Road. (SPA #3)

- E29. Design and install a traffic signal at the intersection of Holman Road and Eight Mile Road. Construct interim intersection improvements to the satisfaction of the Public Works Director, including appropriate alignment and striping of the intersection turn lanes and the provision of transition lanes on the south side of Eight Mile Road approaching and departing Holman Road. Provide vehicle acceleration and de-acceleration lanes, as appropriate. (#10), (#13)

Eight Mile Road Interchange Frontage Roads

Provide appropriate security, design and construct the following interim improvements to mitigate near-term impacts and enhance circulation.

- E30. Design and install a traffic signal at the intersection of Eight Mile Road/West Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13), (#16)

NB – 1 left-turn lane and 1 through/right-turn shared lane
 SB – 1 left-turn lane and 1 through/right-turn shared lane
 EB – 1 left-turn lane and 1 through/right-turn shared lane
 WB – 1 left-turn lane and 1 through/right-turn shared lane

- E31. Design and construct a traffic signal at the intersection of Eight Mile Road/East Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13), (#16)

NB – 1 left-turn lane and 1 through/right-turn shared lane
 SB – 1 left-turn lane and 1 through/right-turn shared lane
 EB – 1 left-turn lane and 1 through/right-turn shared lane
 WB – 1 left-turn lane and 1 through/right-turn shared lane

- E32. Install stop signs at the intersection of the north bound off-ramp and East Frontage Road and widen the intersection as appropriate, with striping to provide the following lane configurations: (#10), (#13), (#16)

NB – 1 left-turn lane and 1 through/right-turn shared lane
 SB – 1 right-lane and 1 through lane
 EB – 1 left-turn lane and 1 right-turn lane
 WB – Not applicable

If the owner/subdivider of Lot 5 or Lot 6 constructs the interim improvements identified in E30, E31 and E32, the payment of a proportionate share of the cost of those improvements as defined in E10 and E12 above is not required of owner/subdivider who constructs said improvements.