

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 SUBDIVISION AGREEMENT ("Agreement") is made and entered into as of _____ by and between the CITY OF STOCKTON, hereafter referred to as "CITY," and RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION, hereinafter referred to as "SUBDIVIDER."

W I T N E S S E T H:

Subdivider has presented to City for approval a final subdivision map (hereinafter called "MAP") entitled CANNERY PARK, UNIT NO. 13 (VILLAGE H) -- TRACT NO. 4208 (TM 8-04 A&B and P21-0435) which Map has been checked and approved by the County Surveyor; and

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

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 (5587C) dated 8/15/24, prepared by VVH Consulting Engineers, and consisting of Sheets 1 through 18 are now on file in the Office of the City Engineer; and

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 (9 Monuments)..... \$18,000.00
- 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 \$1,400,666.00
- 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 \$1,400,666.00

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 of Stockton and its officers, officials, 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 of Stockton and its officers, officials, 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.

Subdivider shall contractually require the selected contractor to carry the insurance required within Exhibit C.

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 \$28,013.00 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>	=	\$66,690.14
<u>Inspection Fee</u>	=	\$98,593.62

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 \$363.00 (\$155 + \$3.25/lot), a map filing fee of \$3,685.00 and, present one check for recording the Map and the agreement, payable to the San Joaquin County Recorder in the amount of \$110.00 and \$239.00, 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
22 E. WEBER AVENUE
STOCKTON CA 95202

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

RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION
3200 DOUGLAS BOULEVARD, SUITE 110
ROSEVILLE CA 95661

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

XL SPECIALTY INSURANCE COMPANY
677 WASHINGTON BLVD., 10TH FLOOR, SUITE 1000
STAMFORD CT 06901

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 SECURITY

The Subdivider shall provide a faithful performance bond, cash deposit, or letter of credit for 125% of the street tree fee based on \$195 per tree.

Street Tree Security: 82 trees @ \$195 ea. X 125% = \$19,987.75

22. STREET NAME SIGN FEE

The Subdivider shall pay a street name sign fee based on \$286.25 per sign to be furnished and installed by the City.

Street Name Sign Fee: 7 signs @ \$286.25 ea. = \$2,003.75

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 this Agreement to a controlled subsidiary of Subdivider or a purchaser of all or substantially all of Subdivider's interest in the real property which is the subject of the Map, provided the assigning party causes the assignee to assume in writing all obligations of the assignor under this Agreement. Notice of an assignment to a controlled subsidiary of Subdivider or a purchaser of all or substantially all of Subdivider's interest shall be given to the City in writing within 30 days of such change. Upon any such assignments, 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 & P21-0435 as shown in Exhibit D (attached) shall apply to 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:

KATHERINE ROLAND, CMC, CPMC
INTERIM CITY CLERK

By _____

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

BY _____
CITY ATTORNEY

CITY OF STOCKTON:

STEVE COLANGELO
INTERIM CITY MANAGER

By _____

RICHMOND AMERICAN HOMES
OF MARYLAND, INC.

TRANG TUNGNYEN
(PRINT NAME)

BY _____
(SIGNATURE)

Vice president of 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 February 19th, 2025 before me, Tresha Cleverger Notary Public
(insert name and title of the officer)

personally appeared Trang Thuy Tunguyen,
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 Tresha Cleverger (Seal)



(NOTARY FOR SUBDIVIDER)

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)

(NOTARY FOR CITY MANAGER)

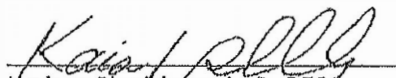
CANNERY PARK UNIT NO. 13, VILLAGE H LEGAL DESCRIPTION

Being a Remainder as shown on the Map entitled "Tract 4076, Cannery Park Unit No. 12 – Village C, filed in Book 44 of Maps and Plats, at Page 46, also being a portion of Lot 6 as shown on the Map entitled "Tract No. 3465, Cannery Park Unit No. 1" filed in Book 40 of Maps and Plats, at Page 51, both San Joaquin County Records, Lying in Section 1, Township 2 North, Range 6 East, Mount Diablo Meridian, City of Stockton, County of San Joaquin, State of California, said Remainder described as follows:

BEGINNING at the Southeast corner of said Lot 6, also being the Southeast corner of said Remainder; thence, North 89°53'31" West, along the South line of said Lot 6 and Remainder, a distance of 1132.71 feet to the Southwest corner of said Remainder; thence, North 0°00'00" West along the Westerly line of said Remainder, a distance of 459.98 feet to the Northwest corner of said Remainder and the Southerly line of PFC Jesse Mizener Street, as shown on said Tract 4076; thence, North 90°00'00" East along the Southerly line of said PFC Jesse Mizener Street, a distance of 1100.56 feet; thence leaving last said line, South 46°24'04" East 13.79 feet to the Easterly line of said Remainder; thence, South 2°48'08" East, along the Easterly line of said Remainder, a distance of 453.16 feet to **THE POINT OF BEGINNING.**

Containing an area of 11.87 acres, more or less.

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


Kaiser Shahbaz, L. S. 8599

5/29/2024

Date



EXHIBIT A

SUMMARY OF FEES AND BONDS

STREET NAME SIGN FEE.....	\$2,003.75
PLAN CHECK FEE	\$66,690.14
INSPECTION FEE.....	\$98,593.62
MATERIAL TESTING FEE.....	\$11,378.33
FILING FEE.....	\$3,685.00
TECH FEE.....	\$7,670.90
CRS FEE.....	\$6,136.72
CASH DEPOSIT	\$28,013.00
COMPUTER MAPPING FEE.....	\$363.00
MUD IMAGING FEE.....	\$276.00
ASSESSMENT DISTRICT SEGREGATION	\$0.00
TOTAL	\$224,810.46

RECORDING FEE (payable to San Joaquin County Recorder)

MAP (6 Sheets).....	\$110.00
AGREEMENT (51 Sheets)	\$239.00
TOTAL	\$349.00

BONDS

MONUMENT BOND	\$18,000.00
PERFORMANCE BOND	\$1,400,666.00
LABOR AND MATERIAL BOND	\$1,400,666.00
STREET TREE BOND.....	\$19,987.75
TOTAL	\$2,839,319.75

SUMMARY OF FEES AND BONDS (CONT.)PROPORTIONATE SHARES

GRADE SEPARATION AT UPRR (SPRR) AND EIGHT MILE ROAD	PFF
EIGHT MILE ROAD/HAM LANE	\$2,084.34
EIGHT MILE ROAD/LEACH ROAD	\$2,084.34
EIGHT MILE ROAD/HWY 99 WEST FRONTAGE ROAD	\$4,311.44
EIGHT MILE ROAD/HWY 99 EAST FRONTAGE ROAD	\$415.57
EIGHT MILE ROAD/HWY 99 EAST FRONTAGE ROAD AT NORTHBOUND RAMP	\$1,051.86
MORADA LANE/HWY 99 WEST FRONTAGE ROAD	\$1,277.73
MORADA LANE/HWY 99 EAST FRONTAGE ROAD	\$1,667.36
PARK AND RIDE FACILITIES (686-0000-237.67-38)	\$24,000.00
STREET MICROSURFACING (686-0000-237.67-40)	\$2,613.00
TOTAL	\$39,505.64

Exhibit B:
Insurance Requirements
 (Subdividers)

Contractor shall procure and maintain for the duration of the contract 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 and the results of that work by the Contractor, his 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- 4. Surety Requirement:** as described below.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or 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.

Other Insurance Provisions

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

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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. 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 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the 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 five (5) years after completion of the contract of 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 date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, 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, including endorsements required by these specifications, at any time. 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 special circumstances.

Surety Requirement

Contractor shall provide the following Surety Bonds:

1. Performance Bond
2. Payment Bond
3. Cash Deposit

The Payment Bond and the Performance Bond shall be in a sum based on the engineer's cost estimate. 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.

Cash deposit of one (1) percent of the construction cost or a minimum of \$5,000.00, whichever is greater.

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 special circumstances.

Certificate Holder Address

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

City of Stockton
 Its Officers, Officials, Employees, and Volunteers
 400 E Main St, 3rd Floor – HR
 Stockton, CA 95202

Exhibit C:
Insurance Requirements
 (Construction Contracts)

Contractor shall procure and maintain for the duration of the contract, *and for five (5) 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, his 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 (ISO) 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 **\$3,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$3,000,000** 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. Professional Liability** (if Design/Build), with limits no less than **\$2,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
- 5. 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.
- 6. Surety Bonds** as described below.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or 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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Other Insurance Provisions

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

1. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy 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 ~~operation~~s 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, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, 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 primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. 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 (Professional & Pollution only)

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 five (5) years after completion of contract work.
3. If coverage is cancelled 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 five (5) 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.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Stockton.

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 or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, 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, including endorsements required by these specifications, at any time. 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 special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all 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 form at least as broad as CG 20 38 04 13.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. 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.

Certificate Holder Address

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

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

General Conditions

The owners, and developers and/or successors-in-interest (the 'ODS') who 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. These Conditions of Approval (COAs) were updated as part of the Cannery Park Project Amendments (P21-0435).

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. Lot 5 and Lot 6 of Cannery Park Unit No. 1 Final Map shall be annexed to the Cannery Park Residential Property Protective Restrictions recorded on May 17, 2017, Document No 2017-055715, San Joaquin County (CC&Rs). The City is declared as a third party beneficiary in Section 9.01.A of the CC&R's.
4. Based on the effective 200-Year Floodplain Analysis Map, and the Technical Memorandum prepared by VVH Consulting Engineers dated January 23, 2024, portions of the project site have areas of potential flooding in excess of three (3) feet from a storm event that has a 1-in-200 chance of occurring in any given year, from sources other than local drainage, in urban and urbanizing areas. The finished floors of future structures shall be elevated to within three (3) feet of the 200-year base flood elevation providing an urban level of flood protection in accordance with SMC 16.90.020(A)2. All future construction will adhere to the City's established Criteria for Development in 200-Year Floodplains, for the Issuance of building permits for new residential units in master planned communities.
5. Comply with all applicable Federal, State, County, and City Codes, regulations and adopted standards and pay all applicable fees.
6. The property owners, developers, and/or successors-in-interest (ODS) shall be responsible for the City's legal and administrative costs associated with defending any legal challenge of the approval for this project or its related environmental document.
7. To minimize any adverse financial impact on the City of Stockton associated development and/or use of the subject site, the ODS agrees that it will not challenge, or protest and applicable fees associated with the development of the site, but if such fees are amended or modified, the ODS agree to pay such fees as they may be amended or modified from time to time.

Traffic & Circulation (Analysis, Phasing and Dedication)

8. Conduct a queuing and traffic access analysis at proposed signalized intersections to determine appropriate intersection location and required turn pocket/lane length. (#8)
9. 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)

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. (#10)

Eight Mile Road Specific Plan

11. 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)

Domestic Water

12. Appropriately sized utilities and 3-phase electrical service shall be provided for all City owned or operated facilities. (#29)

Oak Tree Avoidance/mitigation

13. 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 Community Development Department Director 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 Community Development Department Director or designated representative. If on-site planting is not possible, the owners, developers, and/or successors-in-interest shall pay the Community Development Department the estimated cost (as determined by the Community Development Department Director or designated representative for the City to have the replacement Oak trees planted by private contract on a site deemed appropriate by the Community Development Department Director or designated 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 in Exhibit B (Master Subdivision Agreement Cannery Park) to the Subdivision Agreement for the Cannery Park Unit No. 1 Final Map, Tract No. 3465.

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:

Morada Lane/Hwy 99 Interchange Frontage Roads

- A1. Provide appropriate security, design and construct the following interim improvements to mitigate near-term impacts and enhance circulation.
- A2. 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)
 - a. NB - one through/left-turn shared lane, and one right-turn lane
 - b. SB - one through/left-turn shared lane, and one right-turn lane
 - c. EB - one left-turn lane and one through/right-turn shared lane
 - d. WB - one through, one left-turn lane, and one right-turn lane
- A3. 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)
 - a. NB - one left-turn lane and one through/right-turn shared lane
 - b. SB - one left-turn lane, one through lane and one right-turn lane
 - c. EB - one left-turn lane and one through/right-turn shared lane
 - d. WB - one left-turn lane and one through/right-turn shared lane

If the owner/subdivider of Lot 11 constructs the interim improvements identified in A21 and A22, the payment of a proportionate share of the cost of those improvements as defined in A18 above is not required.

Morada Lane Interchange Frontage Roads

A4. 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)

- a. NB - one through/left-turn shared lane, and one right-turn lane
- b. SB - one through/left-turn shared lane, and one right-turn lane
- c. EB - one left-turn lane and one through/right-turn shared lane
- d. WB - one through, one left-turn lane, and one right-turn lane

A5. 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)

- a. NB - one left-turn lane and one through/right-turn shared lane
- b. SB - one left-turn lane, one through lane and one right-turn lane
- c. EB - one left-turn lane and one through/right-turn shared lane
- d. WB - one left-turn lane and one through/right-turn shared lane

If the owner/subdivider of Lot 14 constructs the interim improvements identified in A39 and A40, the payment of a proportionate share of the cost of those improvements as defined in A36 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

Bikeway, Pedestrian Pathway & Crossings

- B1. 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)
- B2. 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, the City Police Department and the City Public Works Department. (#34)
- B3. 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 Public Works Director. (#40), (#48)

- B4. Prior to the recording a Final Subdivision Map within Plan Area B, design and submit to the Union Pacific Railroad (UPRR) the plans necessary to obtain UPRR approval of an a bikeway/pedestrian walkway crossing of the UPRR right-of-way along the south levee bank of Bear Creek.

Easements

- B5. Comply with all requirements of agencies having jurisdiction over the Woodbridge Irrigation District (WID). (#25)
- B6. 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)
- B7. 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

- B8. 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)

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

- B9. Prior to recording a final subdivision map within Lot 7, Lot 8, or Lot 10 within Plan Area B, prepare preliminary design plans and submit permit applications with Federal and State permitting agencies for the Holman Road Bridge crossing at Bear Creek and extension of Holman Road to Eight Mile Road. If the Federal and State permitting agencies approve and issue permits for the Holman Road Bridge crossing at Bear Creek, then prior to recording any additional final subdivision maps within Plan Area B, design and submit for City approval plans for the Holman Road Bridge crossing at Bear Creek and the extension of Holman Road to Eight Mile Road. Upon approval of the Homan Road Bridge and extension plans by the City, initiate the construction of the extension of Holman Road to Eight Mile Road and the Holman Road Bridge crossing at Bear Creek. To assure adequate right- of-way is reserved to accommodate the Holman Road Bridge crossing at Bear Creek, no final subdivision map(s) shall be recorded within Lot 9 until the Federal and State permitting agencies approve and issue permits for the Holman Road Bridge crossing at Bear Creek. Include median lighting. (#11)

- B10. Concurrent with the construction of the extension of Holman Road to Eight Mile Road, install barricades per City of Stockton standards at the intersection of Holman Road and Cannery Circle/Tri-Valley Drive.
- B11. 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)
- B12. 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)
- B13. 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)
- B14. Access to Holman Road shall be restricted except at public street intersections. (#7)
- B15. Install landscaping and sidewalk between masonry soundwall and back of curb subject to review and approval by the Community Development Director and the Public Works Director. (#40)

Lt. Col. Mark Taylor Street

- B16. 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.
- B17. Access to Lt. Col. Mark Taylor Street shall be restricted except at public street intersections. (#7)
- B18. 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)
- B19. Install landscaping and sidewalk between masonry soundwall and back of curb subject to review and approval by the Community Development Director and the Public Works Director. (#40)

Pfc. Jessie Mizener Street

- B20. 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

EXHIBIT D - Cannery Park Project Amended Conditions

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.

- B21. 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.
- B22. Install a barricade per City of Stockton standards at the intersection of Pfc Jessie Mizener Street and Collector A.
- B23. Access to Pfc Jessie Mizener Street shall be restricted except at public street intersections. (#7)
- B24. 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)
- B25. 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)
- B26. 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)
- B27. Install landscaping and sidewalk between masonry soundwall and back of curb subject to review and approval by the Community Development Director and the Public Works Director. (#40)

Minor roads and Collectors

- B28. 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 ImprovementsEight Mile Road

- B29. Prior to recording a final subdivision map within Plan Area B, design and submit for City approval a traffic signal at the intersection of Holman Road and Eight Mile Road and 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. The improvements described in this Section B31 shall be constructed concurrent with the construction of the Holman Road Bridge crossing at Bear Creek and the extension of Holman Road to Eight Mile Road in conformance with Section B10 above. (#10), (#13)

Other Intersections/Roadways

- B30. 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):

- a. Eight Mile Road/Ham Lane;
- b. Eight Mile Road/Leach Road;
- c. Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
- d. Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
- e. Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
- f. Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
- g. Morada Lane/Hwy 99 East Frontage Road (interim improvements).

- B31. 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)

- B32. 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):

- a. Eight Mile Road/Ham Lane;
- b. Eight Mile Road/Leach Road;
- c. Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
- d. Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
- e. Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
- f. Morada Lane/Hwy 99 West Frontage Road (interim improvements); and

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- g. Morada Lane/Hwy 99 East Frontage Road (interim improvements).
- B33. 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)
- B34. 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/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).
- B35. 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)
- B36. 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/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).
- B37. 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

- B38. 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:
- a. Bear Creek pedestrian/bicycle trail; and
 - b. Temporary Park & Ride Lot to be located on lot 17.
- B39. 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:
- a. Bear Creek pedestrian/bicycle trail; and
 - b. Temporary Park & Ride Lot to be located on lot 17.
- B40. 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:
- a. Bear Creek pedestrian/bicycle trail; and
 - b. Temporary Park & Ride Lot to be located on lot 17.
- B41. 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:
- a. 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

- B42. 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)
- B43. 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.

- B44. Install bus turnouts at the intersection of Holman Road and Lt. Col. Mark Taylor Street/Hendrix Drive as depicted on the tentative map. (#17)
- B45. Access to Holman Road shall be restricted except at public street intersections. (#7)

Lt. Col. Mark Taylor Street

- B46. 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.

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.

- B47. 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)
- a. NB - one left-turn lane and one through/right-turn shared lane
 - b. SB - one left-turn lane and one through/right-turn shared lane
 - c. EB - one left-turn lane and one through/right-turn shared lane
 - d. WB - one left-turn lane and one through/right-turn shared lane
- B48. 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)
- a. NB - one left-turn lane and one through/right-turn shared lane
 - b. SB - one left-turn lane and one through/right-turn shared lane
 - c. EB - one left-turn lane and one through/right-turn shared lane
 - d. WB - one left-turn lane and one through/right-turn shared lane
- B49. 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)
- a. N8 - one left-turn lane and one through/right-turn shared lane
 - b. SB - one right-lane and one through lane
 - c. EB - one left-turn lane and one right-turn lane
 - d. WB - Not applicable

If the owner/subdivider of Lot 7, Lot 8, Lot 9 or Lot 10 constructs the interim improvements identified in B50, B51 and B52, the payment of a proportionate share of the cost of those improvements as defined in B32, B34, B36 and B38 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.

- B50. 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)

- a. NB - one through/left-turn shared lane, and one right-turn lane
- b. SB - one through/left-turn shared lane, and one right-turn lane
- c. EB - one left-turn lane and one through/right-turn shared lane
- d. WB - one through, one left-turn lane, and one right-turn lane

- B51. 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)

- a. NB - one left-turn lane and one through/right-turn shared lane
- b. SB - one left-turn lane, one through lane and one right-turn lane
- c. EB - one left-turn lane and one through/right-turn shared lane
- d. WB - one left-turn lane and one 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 B53 and B54, the payment of a proportionate share of the cost of those improvements as defined in B32, B34, B36 and B38 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

Easements

- C1. The owner/subdivider of Lot 2 shall comply with all requirements of agencies having jurisdiction over the Woodbridge Irrigation District (WID). (#25)
- C2. 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)
- C3. Provide non-exclusive access easements within the industrial and commercial areas as necessary to provide all required lot accesses. (#24)

Transportation System Management

- C4. 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 ImprovementsSignature Drive

- C5. 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

- C6. 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 ImprovementsGolfview Road

- C7. 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)
- a. NB - one left-turn lane and 1 through/right-turn shared lane
 - b. SB - one left-turn lane and one through/right-turn shared lane
 - c. EB - one left-turn lane and two through lanes
 - d. WB - one through lane and one through/right-turn shared lane

Other Roadways/Intersections

- C8. 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):

- a. Eight Mile Road/Ham Lane;
 - b. Eight Mile Road/Leach Road;
 - c. Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
 - d. Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
 - e. Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
 - f. Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
 - g. Morada Lane/Hwy 99 East Frontage Road (interim improvements).
- C9. 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)
- C10. 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):
- a. Eight Mile Road/Ham Lane;
 - b. Eight Mile Road/Leach Road;
 - c. Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
 - d. Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
 - e. Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
 - f. Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
 - g. Morada Lane/Hwy 99 East Frontage Road (interim improvements).
- C11. 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

- C12. 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)
- C13. Install a bus turnout at the intersection of Holman Road and Eight Mile Road as depicted on TM8-04A&B. (#17)

- C14. Access to Holman Road shall be restricted except at public street intersections. (#7)

Traffic Signals/Intersection Improvements

- C15. 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

- C16. Comply with all conditions of Specific Plan Amendment SPA1-03 and install all improvements required by said amendment. (#6)
- C17. 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)
- C18. 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)
- C19. 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)
- C20. 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)
- C21. 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 deceleration lanes, as appropriate. (#10), (#13)

Eight Mile Road Interchange Frontage Roads

- C22. Provide appropriate security, design and construct the following interim improvements to mitigate near-term impacts and enhance circulation.

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- C23. 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)
- a. NB - one left-turn lane and one through/right-turn shared lane
 - b. SB - one left-turn lane and one through/right-turn shared lane
 - c. EB - one left-turn lane and one through/right-turn shared lane
 - d. WB - one left-turn lane and one through/right-turn shared lane
- C24. 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)
- a. NB - one left-turn lane and one through/right-turn shared lane
 - b. SB - one left-turn lane and one through/right-turn shared lane
 - c. EB - one left-turn lane and one through/right-turn shared lane
 - d. WB - one left-turn lane and one through/right-turn shared lane
- C25. 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)
- a. NB - one left-turn lane and one through/right-turn shared lane
 - b. SB - one right-lane and one through lane
 - c. EB - one left-turn lane and one right-turn lane
 - d. WB - Not applicable

If the owner/subdivider of Lot 1 or Lot 2 constructs the interim improvements identified in C23, C24 and C25, the payment of a proportionate share of the cost of those improvements as defined in C9 and C11 above is not required of the owner/subdivider who constructed said improvements.

PLAN AREA 'D'

Improvement Plan Area 'D' encompasses approximately 32.09± acres of business park/commercial uses consisting of Lot 4. Improvement Plan Area 'D' encompasses approximately 18.74 ± acres of business park/commercial uses and 12.34± acres of high density residential on Lot 4 of Cannery Park Unit No. 1 Final Map. The following conditions are associated with development within Improvement Plan Area 'D', Lot 4 (Parcels GC Lot 1 through CG Lot 15 and RH Lot 1) These conditions are based on Tentative Map approval of the Cannery Park Amendments (P21-0435):

General Conditions

- D1. Prior to the approval of any Final Map, General Plan amendment, Rezoning and Development Agreement shall be approved by the City Council.
- D2. Prior to the approval of any Building Permit for new structures, future residential development is subject to obtaining a Design Review approval per SMC Section 16.120.020(A)(1)(a).

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- D3. The ODS shall install full frontage improvements on Eight Mile Road, within the limits of the site, including, but not limited to, sidewalks, street lighting, and driveway installation. Said improvements shall be installed prior to occupancy of any buildings/structures on this site or prior to initiation of residential use. Further, all off-site improvements shall conform to City of Stockton Standard Plans and Specifications.
- D4. The property Owners, Developers, and/or Successors in Interest must provide a single master water meter for each of the high-density residential developments. The master meter will be located near the entrance of the high-density development.
- D5. The future design of the commercial and high-density residential sites shall comply with the City's Development Code and Design Guidelines. To ensure high-quality design and enhanced pedestrian/motor design, the following Design Guideline measures shall be applied to future Site Plan and Design Review submittals for any commercial and residential application:
- (3.03.070) Parking courts should be well designed, with consideration given to landscaping, lighting, building massing, and pedestrian/vehicular circulation.
 - (3.03.070) Convenient pedestrian connections should be provided to adjoining residential developments, commercial projects, and other compatible land uses.
 - (3.03.070) Pedestrian access to adjacent existing or planned open space areas and corridors should be provided for the development's residents.
 - (3.03.070) Cross circulation between vehicles and pedestrians should be minimized. A continuous, clearly marked walkway should be provided from the parking areas to main entrances of buildings.
 - (4.01.030) Provide safe, convenient, and efficient vehicular assessment, circulation, parking, loading, and maneuvering. Encourage pedestrian activity by providing convenient access and safe pedestrian routes.
 - (4.01.040) Ensuring that new development considers its relationship to and interface with surrounding existing development, especially residential uses.

Easements Conditions

- D6. Comply with all requirements of agencies having jurisdiction over the Woodbridge Irrigation District (WID). (#25)
- D7. 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)

Public Works/Engineering

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- D8. 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) How many park and ride spaces will be required?
- D9. The ODS shall design and submit offsite improvement plans to the Community Development Department - Engineering Section for approval. Improvement Plans shall include but not be limited to traffic signal modifications, installation of roundabouts, traffic calming devices, curb, gutter, sidewalk, driveway access, wheelchair ramps, streetlight standards, and public utilities. A Neighborhood Traffic Management Plan shall be submitted with the improvement plans. Offsite improvements shall be constructed per City Standards prior to the issuance of any building permits.
- D10. The ODS shall construct the private street per City standards.
- D11. The ODS shall make necessary right-of-way dedications along the frontage of the project site to ensure all public improvements, including but not limited to sidewalks, wheelchair ramps, signals, and the like, are appropriated the needed public right of way.
- D12. All off-site improvements proposed with the project shall require the preparation and submission of improvement plans to include but not limited to the installation of curb, gutter, sidewalk, street lighting, paving, and landscaping. The ODS shall provide proof of reclamation district approval for all improvement on, or adjacent to, the existing levees. Proof must be submitted prior to Site Improvement Plans.
- D13. All improvements adjacent to Bear Creek are subject to the agency having jurisdiction of this waterway along with any dedication requirements that are required for this development.
- D14. All off-site improvements proposed with the project shall require the preparation and submission of Improvement Plans and shall be subject to review and approval of the Director.

Municipal Utilities Department

- D15. The property Owners, Developers, and/or Successors in Interest must provide a single master water meter for each of the high-density residential developments. The master meter will be located near the entrance of the high-density development.
- D16. The property Owners, Developers, and/or Successors in Interest shall comply with any and all requirements, and pay all associated fees, as required by the City's

Storm Water Pollution Prevention Program as set forth in its NPDES Storm Water Permit.

- D17. The ODS shall connect the Cannery Park (North) project to a 24-inch water main in Eight Mile Road that runs from West Lane to STATE ROUTE 99 and is connected to the 24-inch water main in West Lane from Bear Creek to Eight Mile Road and also connected to a 24-inch water main in N. STATE ROUTE 99 W. Frontage Road from Eight Mile Road to PFC Jesse Mizener Street; all of which is identified in the 2022 City Water Master Plan and will provide sufficient water supply and pressure to the project site. If the 24-inch water main is not available for the project to make said connection, then the ODS shall provide a water model identifying the improvements, if any, that are required to provide sufficient water supply and pressure to the project site and upon approval of the water model by the Director of Municipal Utilities, prepare improvement plans to be approved by the Director, and construct any required improvements. This includes any offsite approval that requires subsequent permits and environmental review. The ODS shall construct 8' masonry walls to enclose the perimeter of the City pump and controls in the new sewer pump station.

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

On-site/in-tract Improvements

O Street Tri-Valley Drive is referenced as O Street on TM P21-0435 so all references to O Street should be changed to O Street so it correlates with TM

- D18. Dedicate the right-of-way and construct the road to the full width from curb face to curb face from Holman Road eastward to and including the cul-de-sac. Right of way dedication shall be for the purpose of constructing full roadway width suitable for the adjacent land use.

P Street Collector A is referenced as P Street on TM P21-0435 so all references to Collector A should be changed to P Street so it correlates with the TM

- D19. Dedicate the right-of-way and construct the road to the full width from curb face to curb face from Eight Mile Road southward to and including the cul-de-sac. Right of way dedication shall be for the purpose of constructing full roadway width suitable for the adjacent land use

Access to P Street shall be restricted within 300 feet from the intersection with Eight Mile Road.

- D20. Install bus turnouts at the intersection of Collector A and Eight Mile Road as depicted on TM8-04A&B. (#17)
- D21. A full access intersection shall be allowed at Eight Mile Road and P Street, 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

- D22. Design and install a traffic signal at the intersection of Eight Mile Road and P Street. Activation of the traffic signal shall be at the discretion of the Public Works Director. (#13)

Off-site ImprovementsOther Roadways/Intersections

- D23. 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):
- a. Eight Mile Road/Ham Lane;
 - b. Eight Mile Road/Leach Road;
 - c. Eight Mile Road/Hwy 99 West Frontage Road (interim improvements);
 - d. Eight Mile Road/Hwy 99 East Frontage Road (interim improvements);
 - e. Eight Mile Road/Hwy 99 East Frontage Road at Northbound ramp (interim improvements);
 - f. Morada Lane/Hwy 99 West Frontage Road (interim improvements); and
 - g. Morada Lane/Hwy 99 East Frontage Road (interim improvements).
- D24. 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

- D25. Construct Holman Road to the full width from curb face to curb face from Eight Mile Road southward to Bear Creek. Include median lighting. (#11)
- D26. Install a bus turnout at the intersection of Holman Road and Eight Mile Road as depicted on the tentative map. (#17)
- D27. Access to Holman Road shall be restricted except at public street intersections. (#7)

Traffic Signals/Intersection Improvements

- D28. Design and install a traffic signal at the intersection of Holman Road and Cannery Circle/O Street. 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

- D29. Comply with all conditions of Specific Plan Amendment SPA 1-03 and install all improvements required by said amendment. (#6) An update to the Precise Plan is ongoing where lanes and right-of-way will be reduced in conformance with the General Plan.
- D30. Install frontage improvements from Holman Road eastward to the eastern boundary of TM P21-0435 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) Full width shall comply with the updated Precise Road Plan
- D31. 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)
- D32. 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)
- D33. 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)
- D34. 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 deceleration 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.

- D35. D26. 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)

EXHIBIT D - Cannery Park Project Amended Conditions

- a. NB - one left-turn lane and one through/right-turn shared lane
 - b. SB - one left-turn lane and one through/right-turn shared lane
 - c. EB - one left-turn lane and one through/right-turn shared lane
 - d. WB - one left-turn lane and one through/right-turn shared lane
- D36. 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)
- a. NB - one left-turn lane and one through/right-turn shared lane
 - b. SB - one left-turn lane and one through/right-turn shared lane
 - c. EB - one left-turn lane and one through/right-turn shared lane
 - d. WB - one left-turn lane and one through/right-turn shared lane
- D37. 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)
- a. NB - one left-turn lane and one through/right-turn shared lane
 - b. SB - one right-lane and one through lane
 - c. EB - one left-turn lane and one right-turn lane
 - d. WB - Not applicable

If the owner/subdivider of Lot 4 constructs the interim improvements identified in D48, D49, and D50, the payment of a proportionate share of the cost of those improvements as defined in D36 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 conditions are associated with development within Improvement Plan Area 'E', Lot 5 (Lots 1-267, Lot A Park/Open Space, and Lot B Basin) and Lot 6 (Lots 268-331) These conditions are based on Tentative Map approval of the Cannery Park Amendments (P21-0435):

General Conditions

- E1. Prior to the approval of any Final Map, General Plan amendment, Rezoning and Development Agreement shall be approved by the City Council.
- E2. Prior to the approval of any building permit for the construction of new homes, future residential development is subject to obtaining a Design Review approval per SMC Section 16.120.020(A)(1)(a).
- E3. Lots 181 and 43 will be required to have an 8' tall masonry wall between Lot A and the residential lots. The wall shall be constructed on private property.
- E4. In lieu of a Bike Path along the top of the south bank of Bear Creek fronting the project site, a bike path shall be included in the design of the Park/Open Space on

Lot A and shall be constructed as per the Second Amended Development Agreement.

- E5. ODS shall design and submit offsite improvement plans to the Community Development Department - Engineering Section for approval. Improvement Plans shall include but not be limited to traffic signal modifications, installation of roundabouts, traffic calming devices, curb, gutter, sidewalk, driveway access, wheelchair ramps, streetlight standards, and public utilities. A Neighborhood Traffic Management Plan shall be submitted with the improvement plans. Offsite improvements shall be constructed per City Standards prior to the issuance of any building permits.
- E6. The ODS shall restrict the lots represented as Lots 291-296 in Village H to single story homes.

Neighborhood Park Conditions

NOTE: The following conditions specify the park obligations outlined in the Cannery Park Project Development Agreement.

- E7. The ODS shall provide a turn-key developed park/open space (Lot A) to the City at no cost to the City, designed, improved, and maintained to the satisfaction of the City via a DDA. Such developed Lot A and other adjacent easements shall be maintained through the City's CLMAD or other entity acceptable to the City.
- E8. The ODS shall maintain Lot A including all adjacent undeveloped easements and bike/pedestrian paths to the satisfaction of the City until the City has finally accepted the developed park/open space as completed publicly usable facilities.

Fire Department

- E9. Fire hydrant locations, installation, and design shall be per COS Standards.
- E10. Residential street design shall be per COS Standards.
- E11. All single-family homes shall have automatic fire sprinklers designed and installed per NFPA 13-D Standards.
- E12. A minimum of 1-inch water meters shall be installed at each single-family home to accommodate the domestic water and fire sprinkler demands.
- E13. Deferred submittals are required for the fire sprinkler plans (per model type).

Public Works/Engineering

- E14. The ODS shall make necessary right-of-way dedications along the frontage of the project site to ensure all public improvements, including but not limited to sidewalks, wheelchair ramps, and the like, are within the public right of way.
- E15. The ODS shall design and submit offsite improvement plans to the Community Development Department - Engineering Section for approval. Improvement Plans shall include but not be limited to traffic signal modifications, installation of roundabouts, traffic calming devices, curb, gutter, sidewalk, driveway access, wheelchair ramps, streetlight standards, and public utilities. A Neighborhood Traffic Management Plan shall be submitted with the improvement plans. Offsite improvements shall be constructed per City Standards prior to the issuance of any building permits.
- E16. The ODS shall install full frontage improvements on PFC Jesse Mizener Street, within the limits of the site, including, but not limited to, sidewalks, street lighting, and driveway installation. Said improvements shall be installed prior to occupancy of any buildings/structures on this site or prior to initiation of residential use. Further, all off-site improvements shall conform to City of Stockton Standard Plans and Specifications.
- E17. Per the Stockton Municipal Code Section 16.72, development on the site shall require site frontage improvements, including, but not limited to, the installation of curb, gutter, sidewalk, street lighting, paving, and landscaping.
- E18. The property owners, developers, and/or successors-in-interest shall submit subdivision master plans, or indicate compliance of existing master plans, for water, storm, and sanitary sewer service. These plans shall show all on-site and off-site utilities necessary to provide water, storm, and sanitary sewer utility service. These plans shall be approved by the Deputy Municipal Utilities District Director of Engineering & Department Services prior to the submittal of any improvement plans.
- E19. The ODS shall be responsible (at no cost to the City) for all the improvements to the open space areas (greenbelt, related landscape improvements, and connecting lots (incl. lighting) all to the satisfaction of the City representative. This includes completion of the Class 1 bike pathway along Bear Creek. Proof must be submitted prior to Site Improvement Plans.
- E20. All off-site improvements proposed with the project shall require the preparation and submission of improvement plans to include but not limited to the installation of curb, gutter, sidewalk, street lighting, paving, and landscaping. The ODS shall provide proof of reclamation district approval for all improvement on, or adjacent to, the existing levees. Proof must be submitted prior to Site Improvement Plans.
- E21. All improvements adjacent to Bear Creek are subject to the agency having jurisdiction of this waterway along with any dedication requirements that are required for this development.

- E22. All off-site improvements proposed with the project shall require the preparation and submission of Improvement Plans and shall be subject to the review and approval of the Director.

Municipal Utilities Department

- E23. The property Owners, Developers, and/or Successors in Interest shall comply with any and all requirements, and pay all associated fees, as required by the City's Storm Water Pollution Prevention Program as set forth in its NPDES Storm Water Permit.
- E24. The ODS shall provide a water model identifying the improvements, if any, that are required to provide sufficient water supply and pressure to the project site and upon approval of the water model by the Director of Municipal Utilities, prepare improvement plans to be approved by the Director, and construct any required improvements. This includes any offsite approval that requires subsequent permits and environmental review. The ODS shall connect the Cannery Park (North) project to a 24-inch water main in Eight Mile Road that runs from West Lane to STATE ROUTE 99 and is connected to the 24-inch water main in West Lane from Bear Creek to Eight Mile Road and also connected to a 24-inch water main in N. STATE ROUTE 99 W. Frontage Road from Eight Mile Road to PFC Jesse Mizener Street; all of which is identified in the 2022 City Water Master Plan and will provide sufficient water supply and pressure to the project site. If the 24-inch water main is not available for the project to make said connection, then the ODS shall provide a water model identifying the improvements, if any, that are required to provide sufficient water supply and pressure to the project site and upon approval of the water model by the Director of Municipal Utilities, prepare improvement plans to be approved by the Director, and construct any required improvements. This includes any offsite approval that requires subsequent permits and environmental review.
- E25. The ODS shall provide a 16-foot wide all-weather access road around the detention basin and to the storm pump station.
- E26. The ODS shall provide appropriately-sized utilities, including natural gas and three-phase electrical power to the storm pump station. The ODS shall provide an 8-inch waterline connection in Lot 306 and Lot A Park/Open Space that loops the water system between the internal subdivision to the external streets. A 10-foot-wide City water easement shall be dedicated on Lot 306.
- E27. The ODS shall construct all sound walls consistent with the noise analysis and original mitigation measures included in the Project EIR. .
- E28. The ODS shall construct minimum 8' tall masonry walls to enclose the perimeter of the City pumps and controls in the storm pump station.

- E29. The ODS shall construct minimum 6' tall ornamental iron fence, a 6' tall masonry block wall, or a combination of each as well as associated maintenance vehicle access gates along the perimeter of Lot B Basin.
- E30. The ODS shall construct a minimum 8' tall masonry wall between Lot 187 and Lot B Basin. Such wall shall be on private property (Lot 187).
- E31. The ODS shall provide an 8-inch water line connection in Lot 306 and Lot A Park/Open Space that loops the water system between the internal subdivision to the external streets. A 10-foot-wide City water easement shall be dedicated on Lot 306.

Easements

- E32. Comply with all requirements of agencies having jurisdiction over the Woodbridge Irrigation District (WID). (#25)
- E33. 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

- E34. 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, or 4 as shown on Cannery Park Unit No. 1 Final Map ~~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) Lot 5 is SFR
- E35. The ODS shall design and submit offsite improvement plans to the Community Development Department - Engineering Section for approval. Improvement Plans shall include but not be limited to traffic signal modifications, installation of roundabouts, traffic calming devices, curb, gutter, sidewalk, driveway access, wheelchair ramps, streetlight standards, and public utilities. A Neighborhood Traffic Management Plan shall be submitted with the improvement plans. Offsite improvements shall be constructed per City Standards prior to the issuance of any building permits.

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

Off-site Improvements

Other Roadways/Intersections

- E36. 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/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).
- E37. 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/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).

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

Pfc Jessie Mizener Street

- E38. Access to Pfc Jessie Mizener Street shall be restricted except at public street intersections. (#7)

Eight Mile Road Interchange Frontage Roads

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

- E39. 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 - one left-turn lane and one through/right-turn shared lane

- b. SB - one left-turn lane and one through/right-turn shared lane
 - c. EB - one left-turn lane and one through/right-turn shared lane
 - d. WB - one left-turn lane and one through/right-turn shared lane
- E40. 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)
- a. NB - one left-turn lane and one through/right-turn shared lane
 - b. SB - one left-turn lane and one through/right-turn shared lane
 - c. EB - one left-turn lane and one through/right-turn shared lane
 - d. WB - one left-turn lane and one through/right-turn shared lane
- E41. 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)
- e. NB - one left-turn lane and one through/right-turn shared lane
 - f. SB - one right-lane and one through lane
 - g. EB - one left-turn lane and one right-turn lane
 - h. WB - Not applicable

If the owner/subdivider of Lot 5 or Lot 6 constructs the interim improvements identified in D114, D115, and D116, the payment of a proportionate share of the cost of those improvements as defined in D94 and D96 above is not required of owner/subdivider who constructs said improvements.