

## **ITEM 4.11**

### **CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 95 LOTS IN TRACT 4151 WITHIN THE MOSSDALE VILLAGE AREA**

**RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4151 within the Mosssdale Village Area, Totaling 95 Single Family Lots and Subdivision Improvement Agreement with D.R. Horton BAY, Inc.**

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#### **SUMMARY:**

D.R. Horton BAY, Inc. (DRH) is in contract to purchase property located at the southwest corner of Sadler Oak Drive & Golden Valley Parkway within the Mosssdale Village area ("Property") and requests Council approval of Final Map for Tract 4151 prior to its purchase of the Property. The current owners approve of the processing of the Final Map as stated in their Purchase and Sale Agreement with DRH. The proposed Final Map for Tract 4151, included as Attachment "C", will subdivide 19.98 acres establishing a total of 95 single-family residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map for Tract 4151 within the Mosssdale Village Area, totaling 95 single-family lots and a Subdivision Improvement Agreement (SIA) with DRH, included as Attachment "D".

#### **BACKGROUND:**

On October 14, 2022, City Council approved the Vesting Tentative Map 22-100 (VTM-22-100) to create 85 residential lots and 3.5 acres of park on 19.98 acres of land. On June 6, 2023, the Community Development Director made a finding of substantial conformance for VTM-22-100, which increased the lot count from 85 to 95, reduced the park size by one (1) acre, and extended the "Street B" by approximately 120 feet. The land for the proposed Final Map for Tract 4151 is within the geographic boundaries of VTM-22-100.

Staff received a request from DRH to process the Final Map for Tract 4151. DRH is anticipated to complete its purchase of the Property 10 days after approval of Final Map for Tract 4151 and develop the site. DHR has acquired current owner's permission to pursue Final Map approval on Property.

Pursuant to the Lathrop Municipal Code Chapter 16.16, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The SIA is contingent on DRH providing the City with proof of ownership of Property within 2 months of Final Map approval.

**CITY MANAGER'S REPORT** **PAGE 2**  
**AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF FINAL MAP AND SIA FOR 95 LOTS IN TRACT 4151 WITHIN**  
**THE MOSSDALE VILLAGE AREA**

The total estimated cost of the onsite subdivision improvements for Tract 4151 is \$3,645,800. Performance and labor & material securities have been provided to the City with the proposed SIA in the amount of:

Improvement Total:	\$3,645,800
Performance Bond (150% of Unfinished Improvements)	\$5,468,700
Labor & Material Bond (50% of Performance Bond)	\$2,734,350

The SIA also guarantees funding for future Golden Valley Parkway improvements, construction of the Neighborhood Park through a future encroachment permit, and the construction of improvements for Sadler Oak Drive through a future encroachment permit separate from the aforementioned Neighborhood Park.

As required by the SIA, DRH shall establish a Community Facility District (CFD) for Tract 4151 prior to issuance of first building permit within the Final Map area to fund any future maintenance and operating costs of anticipated improvements.

On the July 10, 2023, City Council approved the Wastewater Treatment Capacity Transfer Agreement, allowing the transfer of wastewater treatment capacity from South Lathrop Land, LLC, to DRH, contingent on the approval of the Final Map for Tract 4151.

Acceptance of the public improvements will be prepared for Council consideration by staff at a later date when the improvements are completed. Prior to acceptance, DRH will be required to provide a one (1) year warranty bond.

DRH must satisfy the Escrow Instructions, included as Attachment "E", by depositing necessary sums and required security to guarantee the payment of all fees and execution of the documents related to the SIA.

**REASON FOR RECOMMENDATION:**

DRH has fulfilled the requirements of the Lathrop Municipal Code Chapter 16.16 as listed below:

<b>Documents</b>	<b>Status</b>
1. Final Map ready for signature	Received
2. Subdivision Improvement Agreement	Received
3. Faithful Performance and Labor & Materials Security	Received
4. Street Improvement, Landscape, Light & Joint Trench Plans, Traffic Signal Plans	Received
5. Geotechnical Report	Received

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**THE MOSSDALE VILLAGE AREA**

6. Allocation of Water and Sewer capacity documents	To be provided in escrow
7. Escrow Instructions	Received
<b>Fees</b>	<b>Status</b>
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow
4. Funding for Golden Valley Parkway Improvements and Traffic Signal	To be paid in escrow

**FISCAL IMPACT:**


There is no fiscal impact to the City because all costs to prepare property entitlements are paid by the developer and the City’s future maintenance and operating costs for the future public improvements will be paid by the future CFD that is required pursuant to the SIA.

**ATTACHMENTS:**

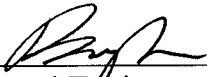
- A. Resolution Approving Final Map for Tract 4151 within the Mossdale Village Area, Totaling 95 Single Family Lots and Subdivision Improvement Agreement with D.R. Horton BAY, Inc.
- B. Vicinity Map – Tract 4151
- C. Draft Final Map - Tract 4151
- D. Subdivision Improvement Agreement with D.R. Horton BAY, Inc. for Final Map Tract 4151
- E. Escrow Instructions – Final Map 4151

**CITY MANAGER'S REPORT**  
**AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF FINAL MAP AND SIA FOR 95 LOTS IN TRACT 4151 WITHIN**  
**THE MOSSDALE VILLAGE AREA**

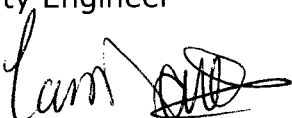
**APPROVALS**

  
\_\_\_\_\_  
Bellal Nabizadah  
Assistant Engineer

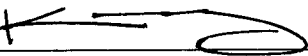
7/31/23  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

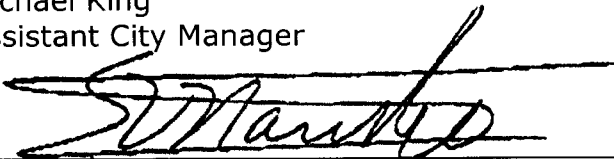
7/31/2023  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

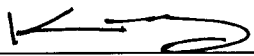
7/31/2023  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

7.31.2023  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8/1/2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

8.9.2023  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4151 WITHIN THE MOSSDALE VILLAGE AREA, TOTALING 95 SINGLE FAMILY LOTS AND SUBDIVISION IMPROVEMENT AGREEMENT WITH D.R. HORTON BAY, INC.**

**WHEREAS**, on October 14, 2022, City Council approved the Vesting Tentative Map 22-100 (VTM-22-100) to create 85 residential lots and 3.5 acres of park on 19.98 acres of land; and

**WHEREAS**, on June 6, 2023, the Community Development Director made a finding of substantial conformance for VTM-22-100, which increased the lot count from 85 to 95, reduced the park size by one (1) acre, and extended the "Street B" by approximately 120 feet; and

**WHEREAS**, the land for the proposed Final Map for Tract 4151 ("Property") is within the geographic boundaries of VTM-22-100; and

**WHEREAS**, staff received a request from D.R. Horton BAY, Inc. (DRH) to process the Final Map for Tract 4151. DRH is anticipated to complete its purchase of the Property 10 days after approval of Final Map for Tract 4151 and develop the site. DRH has acquired current owner's permission to pursue Final Map approval on Property; and

**WHEREAS**, as required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The SIA is contingent on DRH providing the City with proof of ownership of Property within 2 months of Final Map approval; and

**WHEREAS**, performance and labor & material securities have been provided with the proposed SIA for Tract 4151 that guarantee the onsite subdivision improvements for Tract 4151, in the amount as follows

Improvement Total:	\$3,645,800
Performance Bond (150% of Unfinished Improvements)	\$5,468,700
Labor & Materials Bond (50% of Performance Bond)	\$2,734,350

;and

**WHEREAS**, the SIA also guarantees funding for future Golden Valley Parkway improvements, construction of the Neighborhood Park through a future encroachment permit, and the construction of improvements for Sadler Oak Drive through a future encroachment permit separate from the aforementioned Neighborhood Park; and

**WHEREAS**, as required by the SIA, DRH shall establish a Community Facility District (CFD) for Tract 4151 prior to issuance of first building permit within the Final Map area to fund any maintenance and operating costs for anticipated improvements; and

**WHEREAS**, on the July 10, 2023, City Council approved the Wastewater Treatment Capacity Transfer Agreement, allowing the transfer of wastewater treatment capacity from South Lathrop Land, LLC, to DRH, contingent on the approval of the Final Map for Tract 4151.

**WHEREAS**, acceptance of the public improvements will be prepared for Council consideration by staff at a later date when the improvements are completed. Prior to acceptance, (DRH) will be required to provide a one (1) year warranty bond; and

**WHEREAS**, DRH must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report that accompanied this Resolution, by depositing necessary sums and required security to guarantee the payment of all fees and execution of the documents related to the SIA; and

**WHEREAS**, there is no fiscal impact to the City because all costs associated with this entitlement are paid by the developer and the City's maintenance and operating costs for the future public improvement will be paid by the future CFD that is required pursuant to the SIA.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lathrop that approves the following contingent on DRH taking ownership of the subject property within 2 months of the date of this action:

1. The Final Map for Tract 4151 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office subject to the D.R. Horton BAY, Inc.'s completion of requirements of the escrow instructions.
2. The proposed Subdivision Improvement Agreement with D.R. Horton BAY Inc. and related documents, including herein-referenced escrow instructions attached to the City Manager's Report that accompanied this Resolution, in substantially the form as attached to the August 14, 2023 staff report.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 14<sup>th</sup> day of August 2023 by the following vote:

AYES:

NOES:

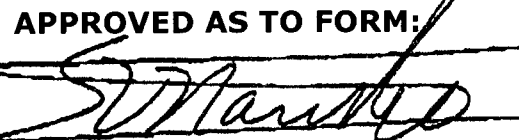
ABSTAIN:

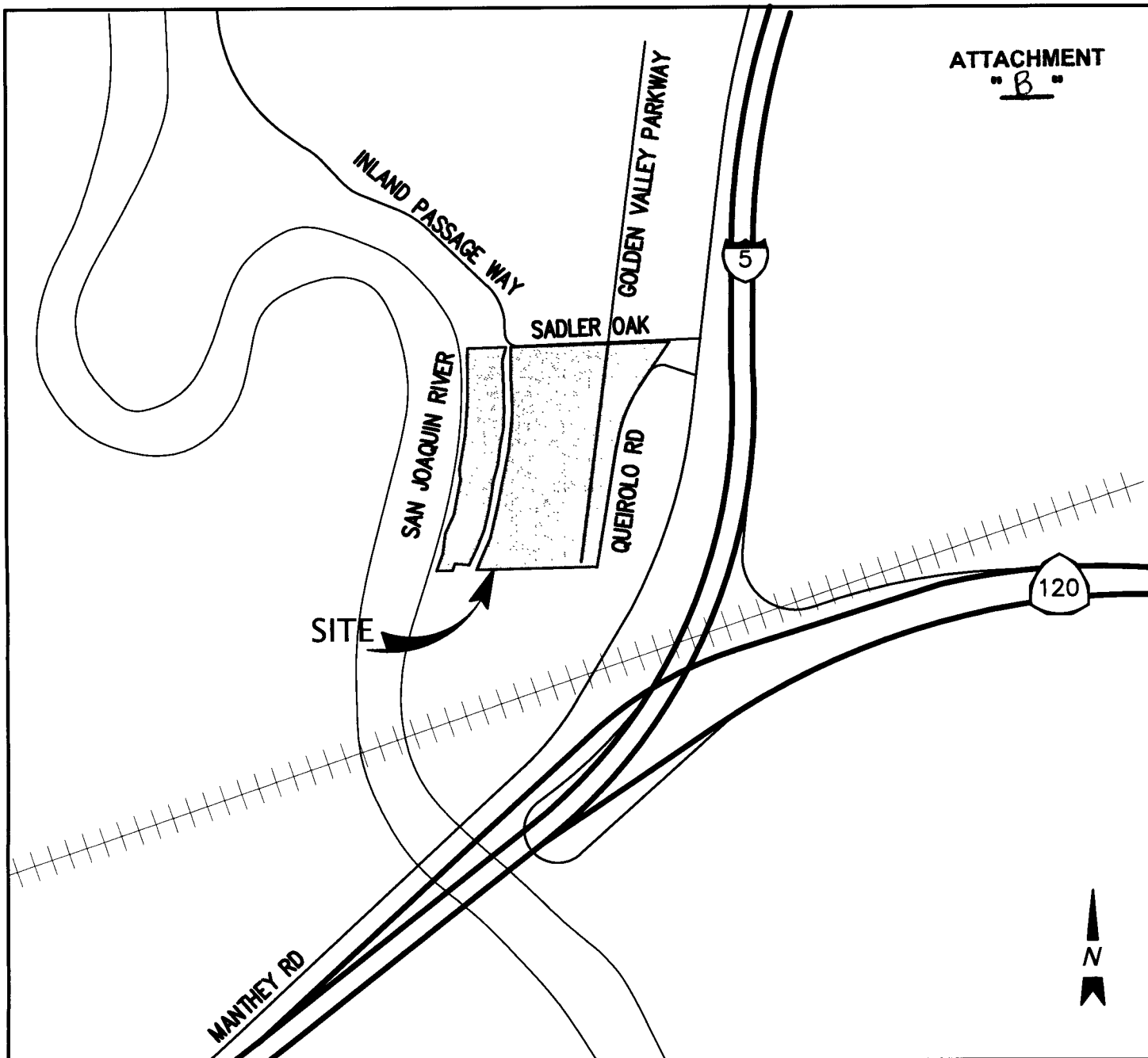
ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Salvador Navarrete, City Attorney



VICINITY MAP

NOT TO SCALE



KIER+WRIGHT

3350 Scott Boulevard, Building 22  
Santa Clara, California 95054

Phone: (408) 727-6665  
[www.kierwright.com](http://www.kierwright.com)



DRAFT

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE LAND DESCRIBED IN THE TENTATIVE SUBDIVISION MAP ENTITLED "TRACT NO. 4151" CONSISTING OF EIGHT (8) SHEETS, AS SHOWN ON THE TENTATIVE MAP...

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. A NON-EXCLUSIVE EASEMENT FOR PUBLIC PURPOSES IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. A NON-EXCLUSIVE EASEMENT FOR PUBLIC PURPOSES IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES...

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OWNER: D.R. HORTON BAY, INC., A DELAWARE CORPORATION

BY: \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ NOTARY PUBLIC

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

OWNER'S ACKNOWLEDGEMENT:

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 SAN JOAQUIN

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ NOTARY PUBLIC

PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON A BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES...

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

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN COMPLIANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF PROFESSIONAL LAND SURVEYORS...

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

RICHARD JAMES HICKENBOTTOM, P.L.S. 8654

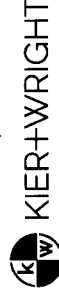


TRACT NO. 4151

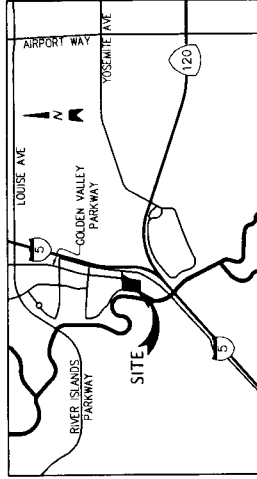
BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON \_\_\_\_\_ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA, AUGUST, 2023

CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA

AUGUST, 2023



2850 Collier Canyon Road, Livermore, CA 94551. Phone: (925) 245-9288. www.kierwright.com



VICINITY MAP

NOT TO SCALE

SHEET KEY:

- SHEET 1 OVERALL MAP & NOTES
SHEET 2 NORTHWEST LOTS
SHEET 3 NORTHEAST LOTS
SHEET 4 SOUTHWEST LOTS
SHEET 5 SOUTHWEST LOTS
SHEET 6 LINE, CURVE AND LOT AREA TABLES
SHEET 7 PARCEL AREA TABLES
SHEET 8

SIGNATURE OMISSIONS: SIGNATURES OF OWNERS OF THE FOLLOWING EASEMENTS HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT...

Table with columns: NAME, RECORDED, DOC. NO., NATURE OF INTEREST. Includes entries for Reclamation District No. 17, Liberty-Corona Ferry Glass Company, Sacramento and San Joaquin Drainage District, Sierra and San Francisco Power Company, Pacific Gas & Electric, State of California, and Crossroads Ventures.

CITY ENGINEER'S STATEMENT:

I, BRAD R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS TENTATIVE SUBDIVISION MAP ENTITLED "TRACT NO. 4151" CONSISTING OF EIGHT (8) SHEETS, AS SHOWN ON THE TENTATIVE MAP...

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

BRAD R. TAYLOR, R.C.E. 92823

CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I, DARREY ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

DARREY ALEXANDER, P.L.S. 5071



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT:

THIS MAP CONFORMS TO VESTING TENTATIVE SUBDIVISION MAP NO. 219-22-100 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 22-5187.

RICHARD CAQUATI, COMMUNITY DEVELOPMENT DIRECTOR

CITY CLERK'S STATEMENT:

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN ENCLOSED MAP ENTITLED "TRACT NO. 4151" CONSISTING OF EIGHT (8) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ DULY PASS AND ADOPT AT SAID MEETING, APPROVE SAID MAP AND AUTHORIZE ITS RECORDATION AND DO HEREBY ACCEPT ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1-29 & 30, ALONG THE LOT LINES AS INDICATED BY THE SYMBOLS AND THE RELINQUISHMENT OF PUBLIC RIGHT-OF-WAY OVER THOSE PORTIONS OF SAID LOTS DESIGNATED ON SAID MAP AS "SAULER OAK DRIVE", "EAGLES NEST LANE", "SOARING DRIVE", "ORILLA STREET", "WATERFRONT WAY", "INLAND PASSAGE WAY", AND "RIVER WALK PLACE", SUBJECT TO THE IMPROVEMENTS BEING COMPLETED, AND "GOLDEN VALLEY PARKWAY", THOSE PORTIONS OF SAID MAP DESIGNATED AS PUBLIC UTILITY EASEMENT (P.U.E.), THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, AS SHOWN ON SAID MAP IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONUS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AND FILED IN MY OFFICE.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

TERESA VARGAS, CITY CLERK

SOILS AND GEOLOGICAL REPORT

A GEOLOGICAL ENGINEERING REPORT ON THIS PROPERTY HAS BEEN PREPARED BY QUANTUM GEOLOGICAL, INC. WITH PROJECT NO. H068.G, DATED NOVEMBER 12, 2021, A COPY OF WHICH HAVE BEEN FILED WITH THE CITY OF LATHROP.

RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023, AT \_\_\_\_\_ M

IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF KIER & WRIGHT

FEES \$ \_\_\_\_\_

BY \_\_\_\_\_ DEPUTY RECORDER

STEVE J. RESTOLARDES, ASSESSOR-RECORDER-COUNTY CLERK

JOB NO.: A21702

SHEET 1 OF 8 SHEETS

ATTACHMENT

# TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON 08/23/2023 AS INSTRUMENT NO. 2023-060126, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA

CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA  
AUGUST, 2023



Scale 1" = 100 ft  
0 50' 100' 200'

DETAIL "A"  
1" = 10'

## REFERENCES:

- (R1) TRACT MAP NO. 3438 (41 M 20)
- (R2) PARCEL MAP 04-08-PM (23 PM 146)
- (R3) PARCEL MAP (2 PM 67)
- (R4) PARCEL MAP (3 PM 70)
- (R5) MAP OF SURVEY (11 M 118)

## ABBREVIATIONS

- = EASEMENT
- = FOUND
- = DOCUMENT
- = INTERSECTION
- = IRON PIPE
- = LAND SURVEYOR
- = MONUMENT
- = MONUMENT TO MONUMENT
- = MONUMENT LINE TO MONUMENT
- = NON-ACCESS
- = NOT A PART
- = OFFICIAL RECORDS
- = PARCEL MAPS
- = PACIFIC TELEPHONE AND TELEGRAPH
- = PUBLIC UTILITY EASEMENT
- = RAILROAD
- = REFERENCE NUMBER (TYPICAL)
- = RECORD OF SURVEY
- = RIGHT OF WAY
- = SEARCHED FOR NOT FOUND
- = TOTAL
- = WALL EASEMENT
- = WE

## NOTES:

1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. ALL DISTANCES MEASURED UNLESS OTHERWISE NOTED.
3. ALL CORNERS ARE TO BE SET AT EACH PROPERTY CORNER ALONG THE STREET RIGHT-OF-WAY, UNLESS OTHERWISE SHOWN ON THIS MAP.
4. CHASED DIMENSIONS WILL BE SET AT EACH PROPERTY CORNER ALONG THE STREET RIGHT-OF-WAY, UNLESS OTHERWISE SHOWN ON THIS MAP.
5. ALL OF THE PILES ARE PARALLEL TO THE PROPOSED PUBLIC RIGHT OF WAY DEDICATIONS AS SHOWN HEREON.

## LEGEND

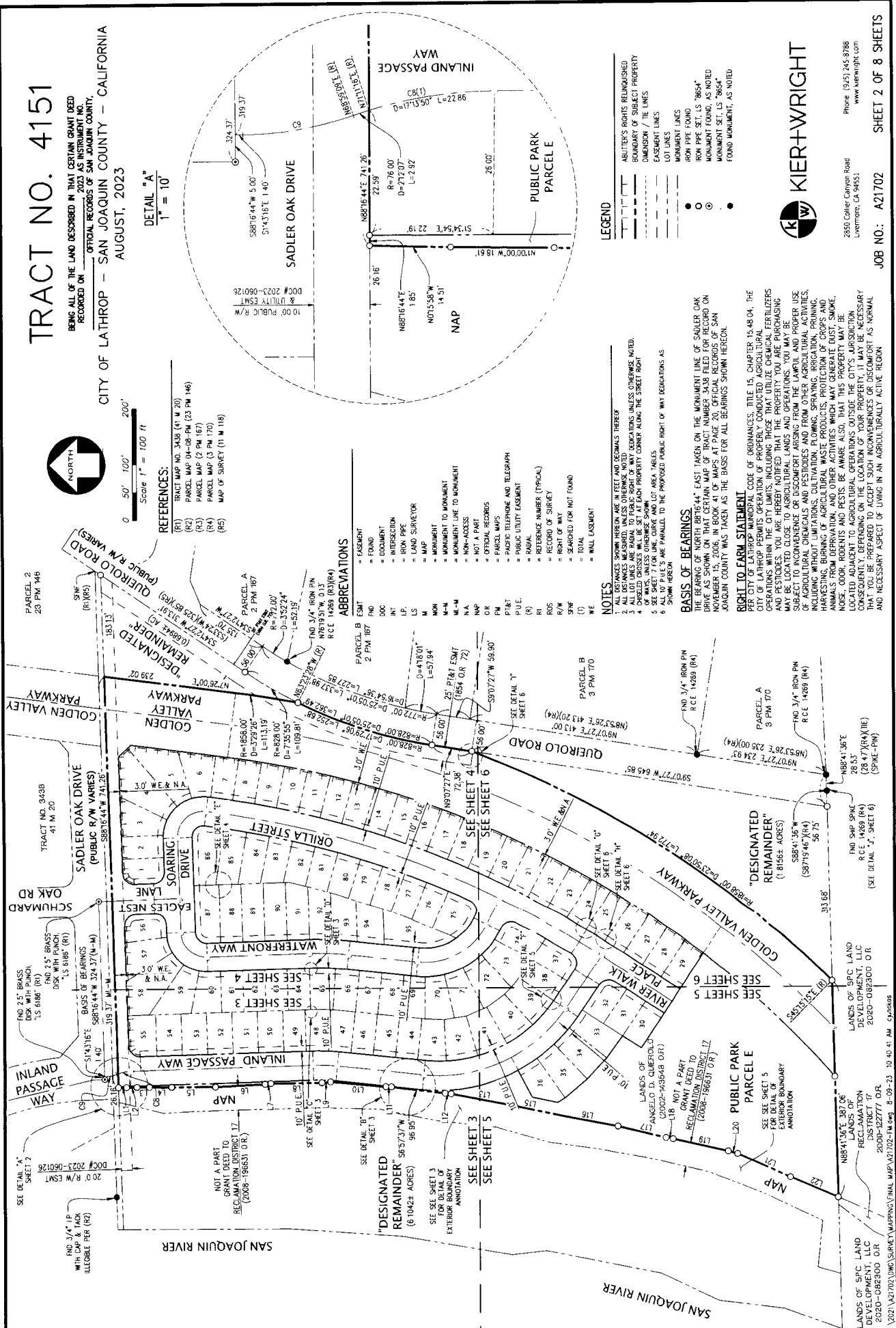
- ABILETTER'S RIGHTS RELINQUISHED
- BOUNDARY OF SUBJECT PROPERTY
- DIMENSION / THE LINES
- EASEMENT LINES
- LOT LINES
- MONUMENT LINES
- IRON PIPE FOUND
- IRON PIPE SET, US "8654"
- MONUMENT FOUND, AS NOTED
- MONUMENT SET, US "8654"
- FOUND MONUMENT, AS NOTED

## NOTES:

1. THE BEARING OF NORTH REFERRED TO IN THIS REPORT IS THE BEARING OF NORTH REFERRED TO IN THE MONUMENT LINE OF SADLER OAK DRIVE, AS SHOWN ON THE MAP OF TRACT NO. 4151, FILED FOR RECORD ON NOVEMBER 15, 2008, IN BOOK 41 OF MAPS AT PAGE 20, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
2. THE BEARING OF NORTH REFERRED TO IN THIS REPORT IS THE BEARING OF NORTH REFERRED TO IN THE MONUMENT LINE OF SADLER OAK DRIVE, AS SHOWN ON THE MAP OF TRACT NO. 4151, FILED FOR RECORD ON NOVEMBER 15, 2008, IN BOOK 41 OF MAPS AT PAGE 20, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
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10. THE BEARING OF NORTH REFERRED TO IN THIS REPORT IS THE BEARING OF NORTH REFERRED TO IN THE MONUMENT LINE OF SADLER OAK DRIVE, AS SHOWN ON THE MAP OF TRACT NO. 4151, FILED FOR RECORD ON NOVEMBER 15, 2008, IN BOOK 41 OF MAPS AT PAGE 20, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

## RIGHT TO FARM STATEMENT

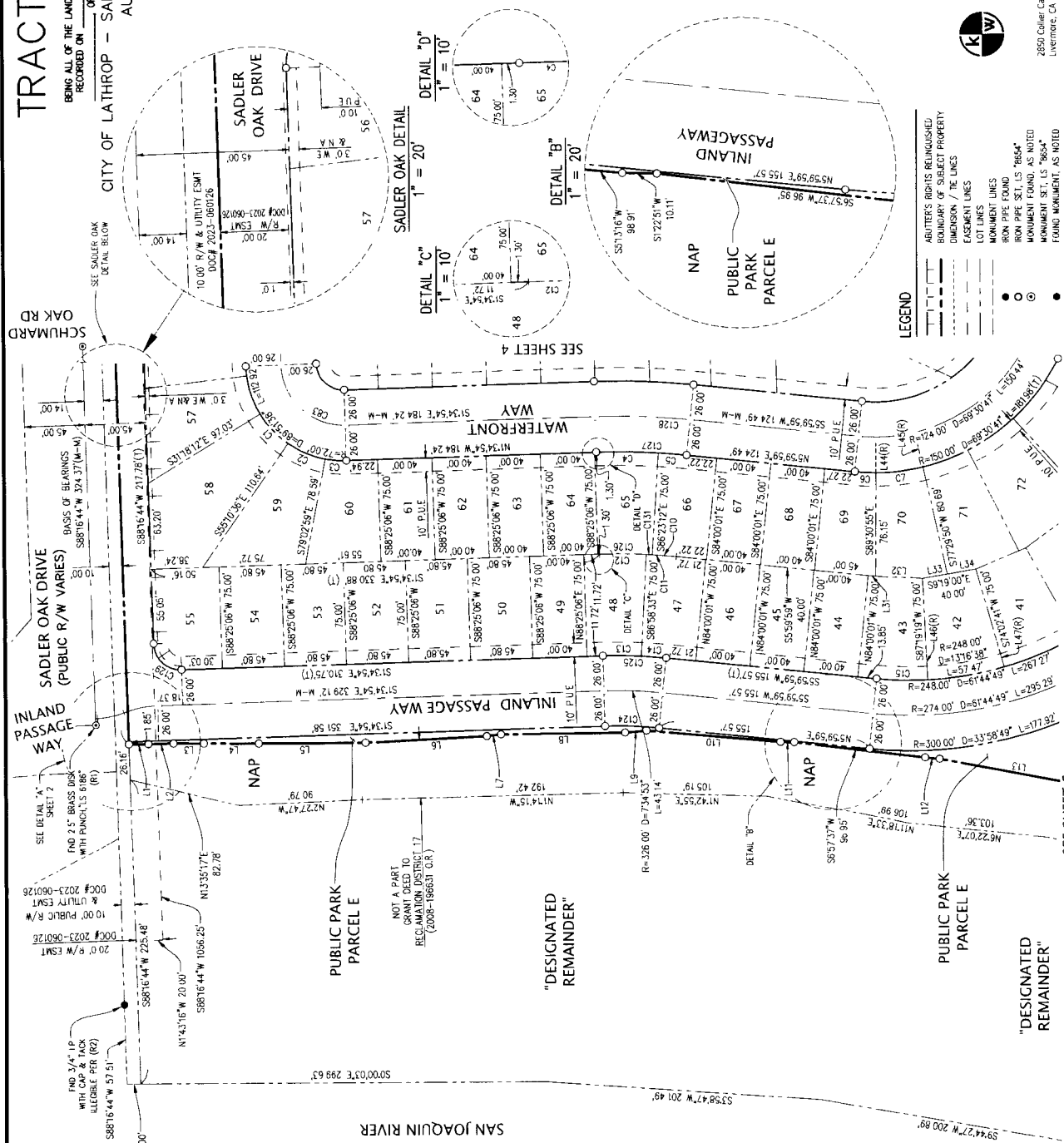
THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL PRACTICES, INCLUDING HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DERIVATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.



**KIER+WRIGHT**  
2880 Collier Canyon Road  
Livermore, CA 94551  
Phone: (925) 246-8788  
www.kierwright.com

# TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA, CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA, AUGUST, 2023



**NOTES**

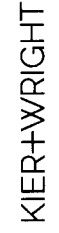
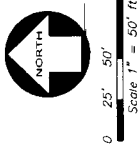
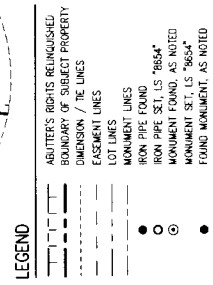
- ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- ALL DISTANCES MEASURED, UNLESS OTHERWISE NOTED.
- ALL LOT LINES ARE PARALLEL TO PUBLIC RIGHT OF WAY.
- ALL LOT LINES ARE PARALLEL TO PUBLIC RIGHT OF WAY.
- PROPERTY CORNER ALONG THE STREET RIGHT OF WAY, UNLESS OTHERWISE SHOWN.
- ALL 10' P.U.E.'S ARE PARALLEL TO THE PROPOSED PUBLIC RIGHT OF WAY DEDICATIONS AS SHOWN HEREON.

**ABBREVIATIONS**

- ESMT = EASEMENT
- FINO = FOUND
- DOC = DOCUMENT
- INT = INTERSECTION
- IP = IRON PIPE
- LS = LAND SURVEYOR
- M = MAP
- MOK = MONUMENT
- M-M = MONUMENT TO MONUMENT
- M-M = MONUMENT TO MONUMENT
- NAP = NOT A PART
- OR = OFFICIAL RECORDS
- PM = PACIFIC TELEPHONE AND TELEGRAPH
- PT&T = PUBLIC UTILITY EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- R = RADIAL
- RI = REFERENCE NUMBER (TYPICAL)
- ROS = RECORD OF SURVEY
- R/W = RIGHT OF WAY
- S&W = SEARCHED FOR NOT FOUND
- T = TOTAL
- WE = WALL EASEMENT

**REFERENCES:**

- (R1) TRACT MAP NO. 5438 (41 M 20)
- (R2) PARCEL MAP (04-08-PM) (23 PM 146)
- (R3) PARCEL MAP (2 PM 167)
- (R4) PARCEL MAP (3 PM 170)
- (R5) MAP OF SURVEY (11 M 118)



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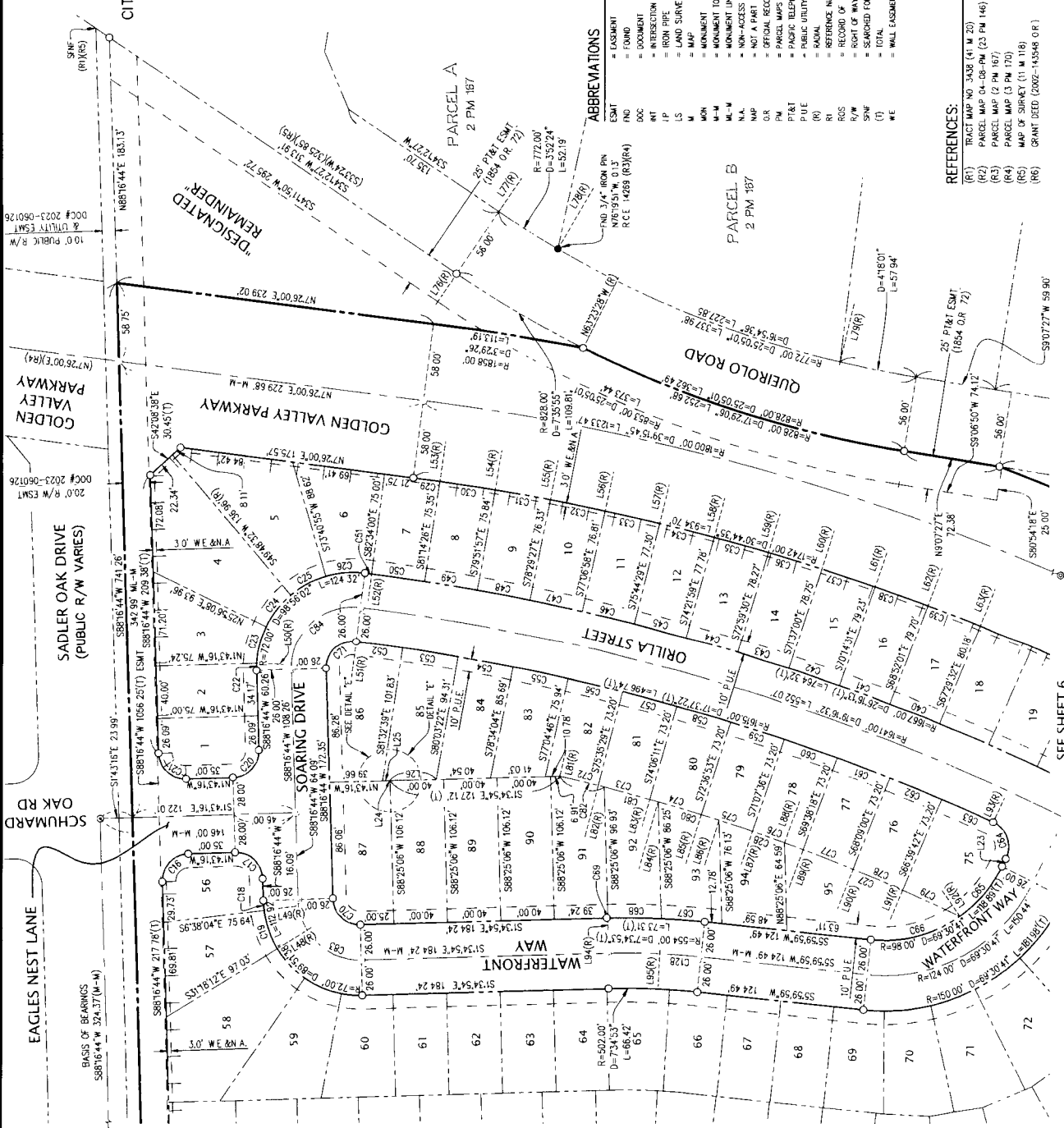
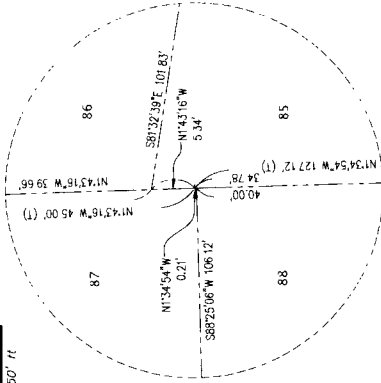
# TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED  
 RECORDED ON 2023 AS INSTRUMENT NO. 2023-050126  
 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,  
 CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA  
 AUGUST, 2023



0 25' 50' 100'  
 Scale 1" = 30' H

DETAIL "E"  
 1" = 10'



- ### LEGEND
- ADJUTER'S RIGHTS REINDETERMINED
  - BOUNDARY OF SUBJECT PROPERTY
  - EASEMENT / EJECTA LINES
  - EASEMENT LINES
  - GROUND LINES
  - LAND SURVEYOR
  - MAP
  - MONUMENT FOUND
  - MONUMENT SET, L.S. "2654"
  - MONUMENT FOUND, AS NOTED
  - MONUMENT SET, L.S. "2654"
  - FOUND MONUMENT, AS NOTED

- ### ABBREVIATIONS
- ESMT = EASEMENT
  - FINO = FOUND
  - DOC = DOCUMENT
  - INT = INTERSECTION
  - IP = IRON PIPE
  - LS = LAND SURVEYOR
  - M = MAP
  - MON = MONUMENT FOUND
  - M-M = MONUMENT TO MONUMENT
  - M-L = MONUMENT LINE TO MONUMENT
  - N.A. = NON-ACCESS
  - NAP = NOT A PART
  - O.R. = OFFICIAL RECORDS
  - P.M. = PARCEL MAPS
  - PT&T = PACIFIC TELEPHONE AND TELEGRAPH
  - P.U.E. = PUBLIC UTILITY EASEMENT
  - R = RADIAL
  - R-N = REFERENCE NUMBER (TYPICAL)
  - ROS = RECORD OF SURVEY
  - R/W = RIGHT OF WAY
  - R/W-M = RIGHT OF WAY - MONUMENT FOUND
  - R/W-S = RIGHT OF WAY - SURVEYED FOR NOT FOUND
  - S = SEARCHED FOR NOT FOUND
  - T = TOTAL
  - WE = WALL EASEMENT

- ### NOTES
1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
  2. ALL DISTANCES MEASURED UNLESS OTHERWISE NOTED ARE ALONG THE CENTERLINE OF THE RIGHT OF WAY.
  3. BEARINGS UNLESS OTHERWISE NOTED ARE TRUE BEARINGS.
  4. CHECKED PROSSES WILL BE SET AT EACH CORNER AND MONUMENT SET AT EACH CORNER OF WAYS UNLESS OTHERWISE SHOWN.
  5. SEE SHEET 7 FOR LINE, CURVE AND LOT AREA TABLES.
  6. ALL OF PLOT'S ARE PARALLEL TO THE PROPOSED RIGHT OF WAY REGARDING AS SHOWN HEREON.

- ### REFERENCES:
- (R1) TRACT MAP NO. 3438 (41 M 20)
  - (R2) PARCEL MAP 04-08-PM (23 PM 146)
  - (R3) PARCEL MAP (2 PM 167)
  - (R4) PARCEL MAP (3 PM 170)
  - (R5) MAP OF SURVEY (11 M 118)
  - (R6) GRANT DEED (2002-140548 OR 1)

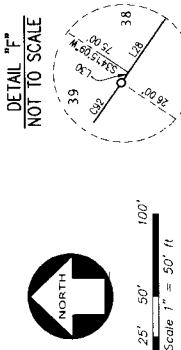


**KIER+WRIGHT**

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# TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED  
 RECORDED ON \_\_\_\_\_ 2023 INSTRUMENT NO. \_\_\_\_\_  
 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,  
 CITY OF LATHROP - SAN JOAQUIN  
 COUNTY - CALIFORNIA  
 AUGUST, 2023



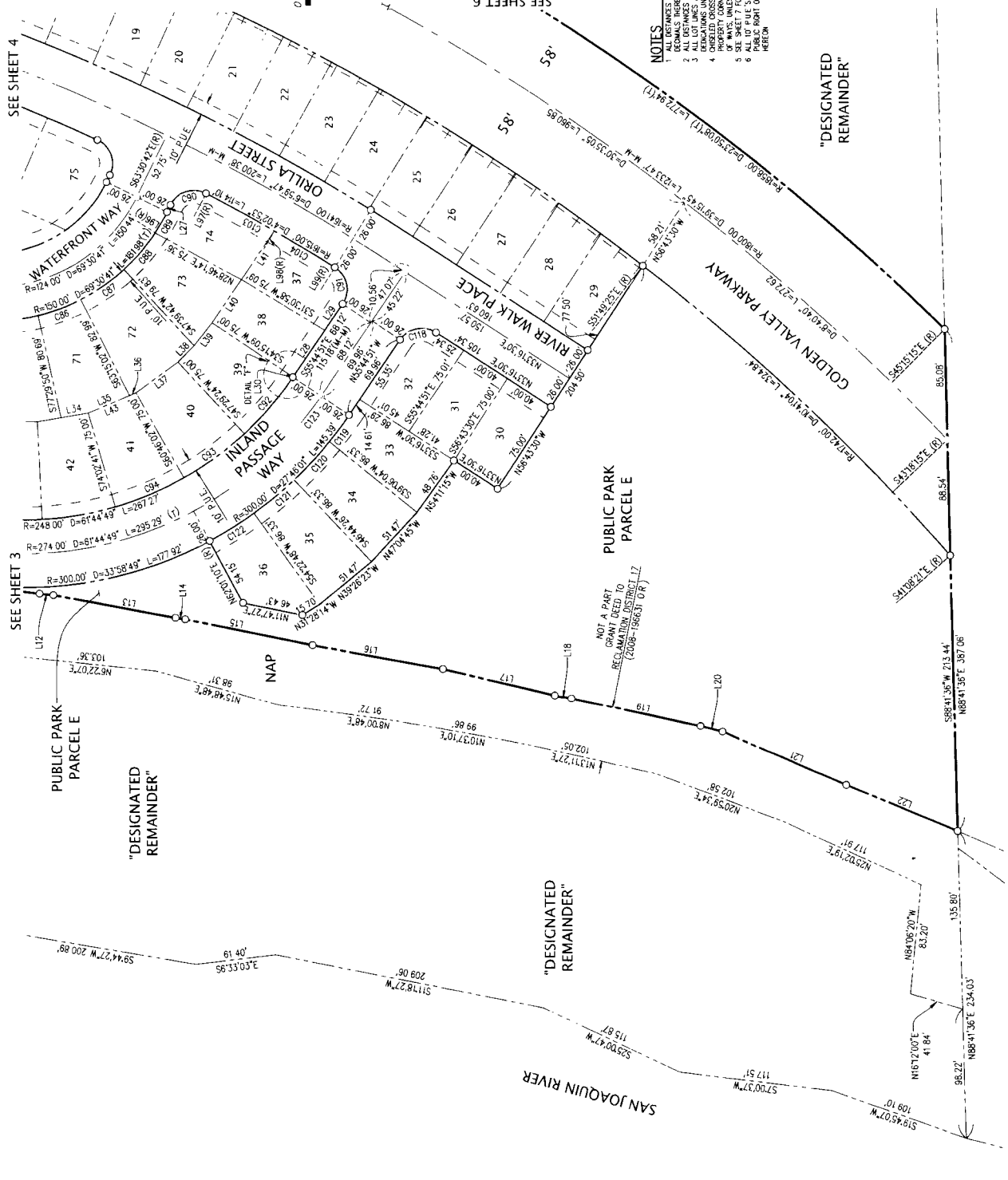
- LEGEND**
- ABUTTER'S RIGHTS RELINQUISHED
  - BOUNDARY OF SUBJECT PROPERTY
  - DIMENSION / THE LINES
  - EASEMENT LINES
  - LOT LINES
  - MONUMENT LINES
  - IRON PIPE FOUND
  - IRON PIPE SET, LS "8654"
  - MONUMENT FOUND, AS NOTED
  - MONUMENT SET, LS "8654"
  - FOUND MONUMENT, AS NOTED

- ABBREVIATIONS**
- ESMT = EASEMENT
  - END = FOUND
  - DOC = DOCUMENT
  - INT = INTERSECTION
  - IP = IRON PIPE
  - LS = LAND SURVEYOR
  - M = MAP
  - MON = MONUMENT
  - M-M = MONUMENT TO MONUMENT
  - M-L-M = MONUMENT LINE TO MONUMENT
  - NA = NOT A PART
  - NAP = NOT A PART
  - OR = OFFICIAL RECORDS
  - PM = PARCEL MAPS
  - PT&T = PUBLIC TELEPHONE AND TELEGRAPH
  - P.U.E. = PUBLIC UTILITY EASEMENT
  - R = RADIAL
  - R = REFERENCE NUMBER (TYPICAL)
  - RS = RECORD OF SURVEY
  - S/A = RIGHT OF WAY
  - S/W = STRIP
  - T = TOTAL
  - W.E. = WALL EASEMENT

- NOTES**
- 1 ALL DISTANCES SHOWN HEREON ARE IN FEET AND FRACTIONS THEREOF.
  - 2 DISTANCES ARE SHOWN UNLESS OTHERWISE NOTED.
  - 3 ALL LOT LINES ARE PARALLEL TO PUBLIC RIGHT OF WAY.
  - 4 EASEMENTS ARE SHOWN UNLESS OTHERWISE NOTED.
  - 5 PROPERTY CORNER ALONG THE STREET RIGHT OF WAY, UNLESS OTHERWISE SHOWN.
  - 6 ALL LOT LINES ARE PARALLEL TO THE PROPOSED PUBLIC RIGHT OF WAY DEDICATIONS AS SHOWN HEREON.

- REFERENCES:**
- (R1) TRACT MAP NO. 3438 (41 M 20)
  - (R2) PARCEL MAP 04-08-PM (23 PM 146)
  - (R3) PARCEL MAP (2 PM 167)
  - (R4) PARCEL MAP (3 PM 170)
  - (R5) MAP OF SURVEY (11 M 118)
  - (R6) GRANT DEED (2002-143546 O.R.)

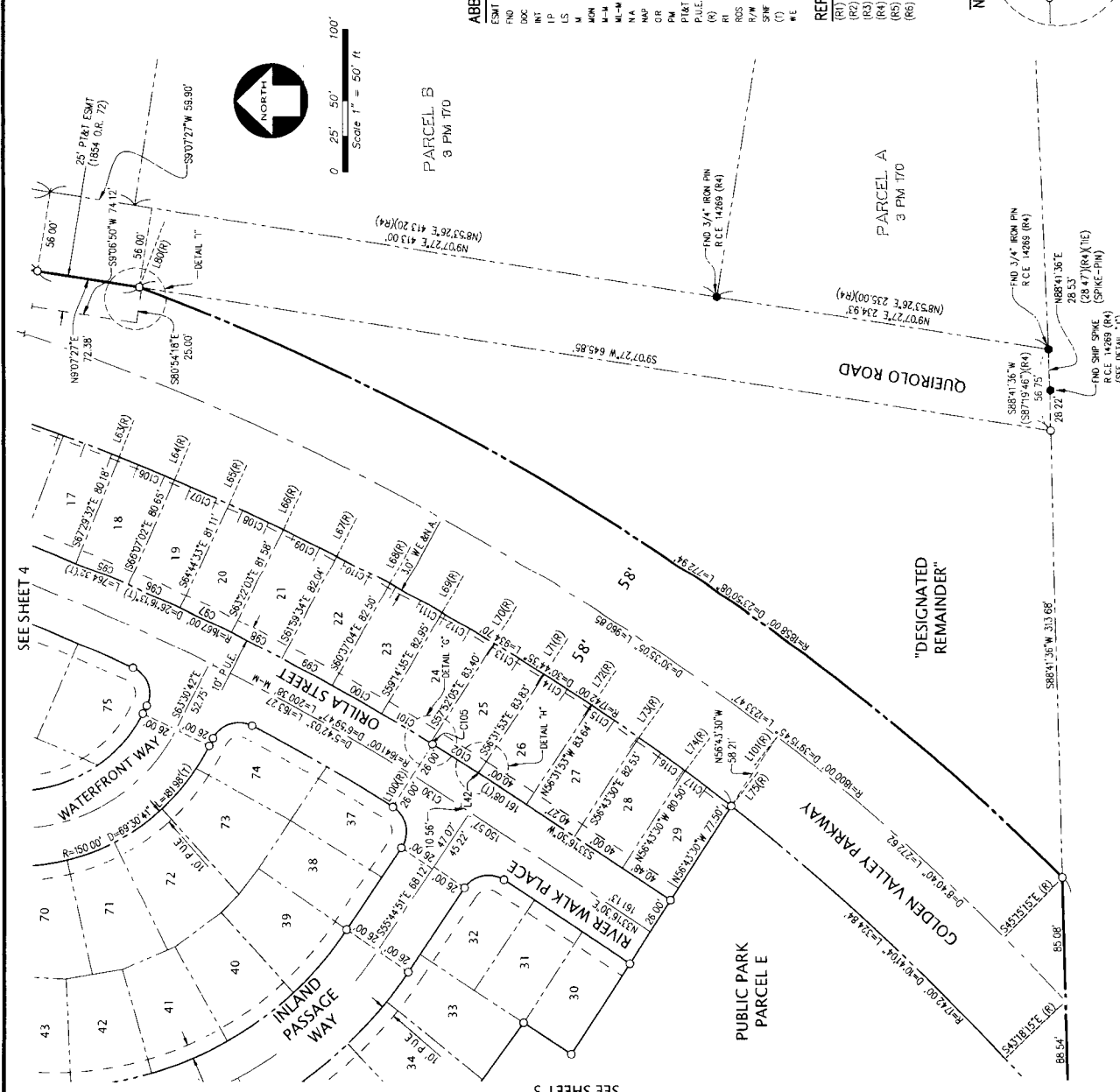
"DESIGNATED  
 REMAINDER"



# TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON 2023 AS INSTRUMENT NO. 2023010001 OF SAN JOAQUIN COUNTY, CALIFORNIA

CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA  
AUGUST, 2023

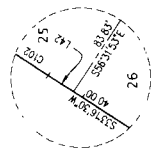


Scale 1" = 50' ft  
0 25' 50' 100'

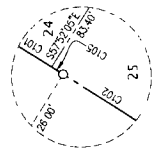
DETAIL "I"  
1" = 10'  
NOT TO SCALE



DETAIL "H"  
1" = 10'  
NOT TO SCALE



DETAIL "G"  
1" = 10'  
NOT TO SCALE



### ABBREVIATIONS

- ESMT = EASEMENT
- FND = FOUND
- DOC = DOCUMENT
- INT = INTERSECTION
- IP = IRON PIPE
- LS = LAND SURVEYOR
- M = MAP
- MON = MONUMENT
- MONL = MONUMENT LINE TO MONUMENT
- NON-ACC = NON-ACCESS
- NOT A PART = NOT A PART
- OR = ORIGINAL SURVEY
- PAGE = PAGE TELEPHONE AND TELEGRAPH
- PAGE = PAGE TELEPHONE AND TELEGRAPH
- P.U.E. = PUBLIC UTILITY EASEMENT
- R.A.M. = RECORD OF MONUMENT
- RS = RECORD OF SURVEY (TYPICAL)
- R/W = RIGHT OF WAY
- S/W = SEARCHED FOR NOT FOUND
- T = TOTAL
- WE = WALL EASEMENT

### LEGEND

- ABUTTER'S RIGHTS REINQUISHED
- BOUNDARY OF SUBJECT PROPERTY
- DIMENSION / TIE LINES
- EASEMENT LINES
- LOT LINES
- MONUMENT LINES
- IRON PIPE FOUND
- IRON PIPE SET, L.S. "8654"
- MONUMENT FOUND, AS NOTED
- MONUMENT SET, L.S. "8654"
- FOUND MONUMENT, AS NOTED

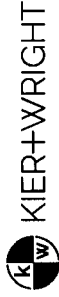
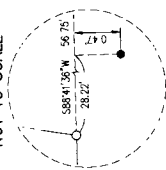
### NOTES

- 1 ALL DISTANCES SHOWN HEREIN ARE IN FEET AND DECIMALS THEREOF
- 2 ALL DISTANCES MEASURED, UNLESS OTHERWISE NOTED
- 3 ALL LOT LINES ARE PARALLEL TO PUBLIC RIGHT OF WAY
- 4 CHECKED CROSSINGS WILL BE SET AT EACH PROPERTY CORNER ALONG THE STREET RIGHT
- 5 SEE SHEET 7 FOR CURVE AND LOT AREA TABLES
- 6 ALL TIE LINES ARE PARALLEL TO THE PROPOSED PUBLIC RIGHT OF WAY INDICATIONS AS SHOWN HEREIN

### REFERENCES:

- (R1) TRACT MAP NO. 3438 (41 M 20)
- (R2) PARCEL MAP 04-08-PM (23 PM 146)
- (R3) PARCEL MAP (2 PM 167)
- (R4) PARCEL MAP (3 PM 170)
- (R5) MAP OF SURVEY (11 M 118)
- (R6) GRANT DEED (2002-143548 O.R.)

DETAIL "J"  
NOT TO SCALE



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JOB NO.: A21702

SHEET 6 OF 8 SHEETS

CURVE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE		
CURVE #	RADIUS	DELTA	LENGTH	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH	DELTA	LENGTH
C1	72.00	235224	30.00	17229	40.00	C50	20.00	913910	31.99	913910	31.99
C2	72.00	235224	30.00	17229	40.00	C51	20.00	920349	32.14	920349	32.14
C3	72.00	173155	15.75	17229	40.00	C52	248.00	131415	57.30	131415	57.30
C4	502.00	51142	45.52	17229	40.00	C53	248.00	131638	57.47	131638	57.47
C5	502.00	22311	20.91	17229	40.00	C54	248.00	131638	57.47	131638	57.47
C6	150.00	55549	15.44	17229	40.00	C55	1667.00	17229	40.00	17229	40.00
C7	150.00	13210	35.00	17229	40.00	C56	1667.00	17229	40.00	17229	40.00
C8	76.00	197537	25.78	17229	40.00	C57	1667.00	17229	40.00	17229	40.00
C9	60.00	19735	20.20	17229	40.00	C58	1667.00	17229	40.00	17229	40.00
C10	427.00	22311	17.78	17229	40.00	C59	1667.00	17229	40.00	17229	40.00
C11	427.00	25831	22.17	17229	40.00	C60	1667.00	17229	40.00	17229	40.00
C12	427.00	43821	34.33	17229	40.00	C61	1667.00	17229	40.00	17229	40.00
C13	352.00	43821	28.30	17229	40.00	C62	1667.00	17229	40.00	17229	40.00
C14	352.00	25831	18.28	17229	40.00	C63	1667.00	17229	40.00	17229	40.00
C15	248.00	84040	37.56	17229	40.00	C64	1667.00	17229	40.00	17229	40.00
C16	20.00	900000	31.42	17229	40.00	C65	1667.00	17229	40.00	17229	40.00
C17	20.00	900000	31.42	17229	40.00	C66	1667.00	17229	40.00	17229	40.00
C18	72.00	54232	71.17	17229	40.00	C67	1667.00	17229	40.00	17229	40.00
C19	72.00	235224	30.00	17229	40.00	C68	1667.00	17229	40.00	17229	40.00
C20	20.00	900000	31.42	17229	40.00	C69	1667.00	17229	40.00	17229	40.00
C21	20.00	900000	31.42	17229	40.00	C70	20.00	913910	31.99	913910	31.99
C22	72.00	43840	5.84	17229	40.00	C71	20.00	955602	34.53	955602	34.53
C23	72.00	230044	28.92	17229	40.00	C72	1541.80	17918	40.05	17918	40.05
C24	72.00	235224	30.00	17229	40.00	C73	1541.80	17918	40.05	17918	40.05
C25	72.00	235224	30.00	17229	40.00	C74	1541.80	17918	40.05	17918	40.05
C26	72.00	23151	29.57	17229	40.00	C75	1541.80	17918	40.05	17918	40.05
C27	1541.80	51551	141.65	17229	40.00	C76	1541.80	17918	40.05	17918	40.05
C28	1541.80	15433	51.40	17229	40.00	C77	1541.80	17918	40.05	17918	40.05
C29	1742.00	03927	19.09	17229	40.00	C78	1541.80	17918	40.05	17918	40.05
C30	1742.00	12233	41.83	17229	40.00	C79	1541.80	17918	40.05	17918	40.05
C31	1742.00	12233	41.83	17229	40.00	C80	1541.80	17918	40.05	17918	40.05
C32	1742.00	12234	41.84	17229	40.00	C81	1541.80	17918	40.05	17918	40.05
C33	1742.00	12235	41.86	17229	40.00	C82	1541.80	17918	40.05	17918	40.05
C34	1742.00	12237	41.86	17229	40.00	C83	1541.80	17918	40.05	17918	40.05
C35	1742.00	12238	41.88	17229	40.00	C84	1541.80	17918	40.05	17918	40.05
C36	1742.00	12240	41.89	17229	40.00	C85	1541.80	17918	40.05	17918	40.05
C37	1742.00	12241	41.90	17229	40.00	C86	1541.80	17918	40.05	17918	40.05
C38	1742.00	12242	41.91	17229	40.00	C87	1541.80	17918	40.05	17918	40.05
C39	1742.00	12244	41.92	17229	40.00	C88	150.00	137857	35.30	137857	35.30
C40	1667.00	12229	40.00	17229	40.00	C89	150.00	140633	36.94	140633	36.94
C41	1667.00	12229	40.00	17229	40.00	C90	150.00	140633	36.94	140633	36.94
C42	1667.00	12229	40.00	17229	40.00	C91	150.00	140633	36.94	140633	36.94
C43	1667.00	12229	40.00	17229	40.00	C92	150.00	140633	36.94	140633	36.94
C44	1667.00	12229	40.00	17229	40.00	C93	150.00	140633	36.94	140633	36.94

CURVE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE		
CURVE #	RADIUS	DELTA	LENGTH	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH	DELTA	LENGTH
C94	1667.00	17229	40.00	17229	40.00	L1	N01558°W	14.51	56320.42°E	6.09	56320.42°E
C95	1667.00	17229	40.00	17229	40.00	L2	N10000°W	18.61	N134°54'W	0.21	N134°54'W
C96	1667.00	17229	40.00	17229	40.00	L3	N07137°E	22.41	N174°16'W	5.34	N174°16'W
C97	1667.00	17229	40.00	17229	40.00	L4	N07137°E	22.41	N174°16'W	5.34	N174°16'W
C98	1667.00	17229	40.00	17229	40.00	L5	N07137°E	22.41	N174°16'W	5.34	N174°16'W
C99	1667.00	17229	40.00	17229	40.00	L6	N248°04'W	89.66	N55°44'51"E	24.41	N55°44'51"E
C100	1667.00	17229	40.00	17229	40.00	L7	N639°27'W	10.91	S55°44'51"E	24.41	S55°44'51"E
C101	1667.00	17229	40.00	17229	40.00	L8	N0333°55'W	91.44	S55°44'51"E	24.41	S55°44'51"E
C102	1667.00	17229	40.00	17229	40.00	L9	N521°30'W	15.68	N55°44'51"E	24.41	N55°44'51"E
C103	1667.00	17229	40.00	17229	40.00	L10	N513°16'E	98.91	N242°38'E	34.52	N242°38'E
C104	1667.00	17229	40.00	17229	40.00	L11	N122°51'E	10.11	N819°00'W	18.57	N819°00'W
C105	1667.00	17229	40.00	17229	40.00	L12	N607°07'E	10.68	N819°00'W	18.57	N819°00'W
C106	1667.00	17229	40.00	17229	40.00	L13	N1046°22'E	95.92	N2235°38'W	5.53	N2235°38'W
C107	1667.00	17229	40.00	17229	40.00	L14	N850°52'E	7.60	N352°17'W	40.00	N352°17'W
C108	1667.00	17229	40.00	17229	40.00	L15	N1147°22'E	99.67	N4926°26'W	17.69	N4926°26'W
C109	1667.00	17229	40.00	17229	40.00	L16	N1044°44'E	101.83	N6206°45'W	22.38	N6206°45'W
C110	1667.00	17229	40.00	17229	40.00	L17	N1332°47'E	92.28	N544°51'W	40.00	N544°51'W
C111	1667.00	17229	40.00	17229	40.00	L18	N542°52'E	5.24	N544°51'W	40.00	N544°51'W
C112	1667.00	17229	40.00	17229	40.00	L19	N1734°43'E	105.28	S31°16'30'W	0.33	S31°16'30'W
C113	1667.00	17229	40.00	17229	40.00	L20	N1515°51'E	17.39	S2235°38'E	40.00	S2235°38'E
C114	1667.00	17229	40.00	17229	40.00	L21	N2344°22'E	103.48	S2235°38'E	40.00	S2235°38'E
C115	1667.00	17229	40.00	17229	40.00	L22	N2249°33'E	92.75	S2235°38'E	40.00	S2235°38'E

CURVE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE		
CURVE #	RADIUS	DELTA	LENGTH	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH	DELTA	LENGTH
C116	1667.00	17229	40.00	17229	40.00	L23	S6320°42'E	6.09	S54°28'34"E	1742.00	S54°28'34"E
C117	1667.00	17229	40.00	17229	40.00	L24	N10000°W	18.61	S53°09'32"E	1742.00	S53°09'32"E
C118	1667.00	17229	40.00	17229	40.00	L25	N07137°E	22.41	S51°49'25"E	1742.00	S51°49'25"E
C119	1667.00	17229	40.00	17229	40.00	L26	N174°16'W	5.34	N65°47'33"W	828.00	N65°47'33"W
C120	1667.00	17229	40.00	17229	40.00	L27	N174°16'W	5.34	N65°47'33"W	828.00	N65°47'33"W
C121	1667.00	17229	40.00	17229	40.00	L28	N174°16'W	5.34	N65°47'33"W	828.00	N65°47'33"W
C122	1667.00	17229	40.00	17229	40.00	L29	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C123	1667.00	17229	40.00	17229	40.00	L30	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C124	1667.00	17229	40.00	17229	40.00	L31	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C125	1667.00	17229	40.00	17229	40.00	L32	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C126	1667.00	17229	40.00	17229	40.00	L33	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C127	1667.00	17229	40.00	17229	40.00	L34	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C128	1667.00	17229	40.00	17229	40.00	L35	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C129	1667.00	17229	40.00	17229	40.00	L36	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C130	1667.00	17229	40.00	17229	40.00	L37	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C131	1667.00	17229	40.00	17229	40.00	L38	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C132	1667.00	17229	40.00	17229	40.00	L39	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C133	1667.00	17229	40.00	17229	40.00	L40	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C134	1667.00	17229	40.00	17229	40.00	L41	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C135	1667.00	17229	40.00	17229	40.00	L42	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C136	1667.00	17229	40.00	17229	40.00	L43	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C137	1667.00	17229	40.00	17229	40.00	L44	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C138	1667.00	17229	40.00	17229	40.00	L45	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C139	1667.00	17229	40.00	17229	40.00	L46	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C140	1667.00	17229	40.00	17229	40.00	L47	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C141	1667.00	17229	40.00	17229	40.00	L48	N3178°12'W	72.00	N85°41'33"W	772.00	N85°41'33"W
C142											

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
EAGLES NEST LANE	4,543	0.1043
GOLDEN VALLEY PARKWAY	163,057	3.7433
INLAND PASSAGE WAY	46,556	1.0688
ORILLA STREET	48,633	1.1185
PARCEL E - PUBLIC PARK	117,298	2.6928
RIVER WALK PLACE	5,476	0.1258
SADLER OAK DRIVE	15,497	0.3558
SOARING DRIVE	8,962	0.2057
WAIERFRONT WAY	31,577	0.7249

TRACT 4151 AREA SUMMARY		
AREA DESCRIPTION	AREA (SF)	AREA (ACRES)
95 RESIDENTIAL LOTS AND STREET DEDICATIONS	680,804	15.1723
PARCEL E - PUBLIC PARK	117,298	2.6928
TOTAL	778,202	17.8651

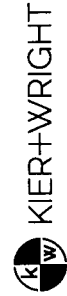
PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
LOT 01	3,285	0.0754
LOT 02	3,000	0.0689
LOT 03	3,373	0.0812
LOT 04	6,550	0.1504
LOT 05	5,972	0.1371
LOT 06	4,035	0.0926
LOT 07	3,071	0.0705
LOT 08	3,092	0.0710
LOT 09	3,113	0.0715
LOT 10	3,133	0.0719
LOT 11	3,154	0.0724
LOT 12	3,174	0.0728
LOT 13	3,194	0.0733
LOT 14	3,214	0.0738
LOT 15	3,234	0.0743
LOT 16	3,254	0.0747
LOT 17	3,274	0.0752
LOT 18	3,294	0.0756
LOT 19	3,314	0.0761
LOT 20	3,333	0.0765
LOT 21	3,353	0.0770
LOT 22	3,372	0.0774
LOT 23	3,391	0.0778
LOT 24	3,410	0.0783
LOT 25	3,396	0.0780
LOT 26	3,353	0.0770
LOT 27	3,337	0.0766
LOT 28	3,264	0.0749
LOT 29	3,201	0.0735
LOT 30	3,000	0.0689
LOT 31	3,048	0.0700
LOT 32	3,293	0.0756
LOT 33	3,812	0.0875
LOT 34	3,921	0.0900
LOT 35	3,921	0.0900
LOT 36	3,344	0.0768
LOT 37	3,309	0.0760
LOT 38	3,134	0.0720
LOT 39	3,665	0.0841
LOT 40	3,689	0.0847

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
LOT 41	3,689	0.0847
LOT 42	3,689	0.0847
LOT 43	3,447	0.0791
LOT 44	3,000	0.0689
LOT 45	3,000	0.0689
LOT 46	3,000	0.0689
LOT 47	3,146	0.0722
LOT 48	3,227	0.0741
LOT 49	3,000	0.0689
LOT 50	3,435	0.0789
LOT 51	3,435	0.0789
LOT 52	3,435	0.0789
LOT 53	3,435	0.0789
LOT 54	3,435	0.0789
LOT 55	3,670	0.0843
LOT 56	3,317	0.0761
LOT 57	4,013	0.0921
LOT 58	6,376	0.1464
LOT 59	4,486	0.1030
LOT 60	3,555	0.0816
LOT 61	3,000	0.0689
LOT 62	3,000	0.0689
LOT 63	3,000	0.0689
LOT 64	3,000	0.0689
LOT 65	3,256	0.0747
LOT 66	3,117	0.0716
LOT 67	3,000	0.0689
LOT 68	3,000	0.0689
LOT 69	3,107	0.0713
LOT 70	3,454	0.0793
LOT 71	3,744	0.0860
LOT 72	4,237	0.0973
LOT 73	3,793	0.0871
LOT 74	3,416	0.0784
LOT 75	4,177	0.0959
LOT 76	3,001	0.0689
LOT 77	3,001	0.0689
LOT 78	3,001	0.0689
LOT 79	3,001	0.0689
LOT 80	3,001	0.0689

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
LOT 81	3,001	0.0689
LOT 82	3,015	0.0692
LOT 83	3,309	0.0760
LOT 84	3,674	0.0843
LOT 85	3,992	0.0917
LOT 86	5,033	0.1156
LOT 87	4,696	0.1078
LOT 88	4,245	0.0975
LOT 89	4,245	0.0975
LOT 90	4,245	0.0975
LOT 91	4,095	0.0940
LOT 92	3,658	0.0840
LOT 93	3,648	0.0837
LOT 94	3,396	0.0780
LOT 95	5,370	0.1233

# TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED  
 RECORDED ON 2023 JUS INSTRUMENT NO. \_\_\_\_\_  
 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,  
 CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA  
 AUGUST, 2023



2850 Collier Canyon Road  
 Livermore, CA 94551  
 Phone (925) 245-8788  
 www.kierwright.com

SHEET 8 OF 8 SHEETS

JOB NO.: A21702



**CITY OF LATHROP**  
**SUBDIVISION IMPROVEMENT AGREEMENT**  
**EAGLES LANDING – TRACT 4151**  
**D.R. HORTON BAY, INC.**

This Subdivision Improvement Agreement (“*Agreement*”) is made and entered into this **fourteenth (14<sup>th</sup>) day of August, 2023** (“*Effective Date*”), by and between the CITY OF LATHROP, a municipal corporation of the State of California (“*CITY*”) and D.R. HORTON BAY, INC., a Delaware Corporation (“*SUBDIVIDER*”), regarding APN: 241-02-063 located within the City of Lathrop (“*PROPERTY*”).

**RECITALS**

A. On October 14, 2022, CITY approved Vesting Tentative Map 22-100 (**VTM-22-100**) to create 85 residential lots on 19.98 acres of land. VTM-22-100 also created a parcel for a 3.5 acres park and residential roads. On June 6, 2023, CITY Community Development Department made a finding of substantial conformance to increase the total lot count from 85 to 95, reduce the park size by 1 acre and extend “Street B” by approximately 120 feet.

B. SUBDIVIDER intends to record one Final Map for Tract 4151 to complete the Eagles Landing Subdivision, as shown in Exhibit “A” (hereinafter “**Final Map**”). The land for the proposed Final Map is within the geographic boundaries of VTM-22-100.

C. SUBDIVIDER shall be responsible for compliance with all conditions of approval associated with, including, without limitation, the construction or cash deposit of specified improvements (as that term is defined below) as described more fully herein.

D. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and CITY’s Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make certain offers of dedication and to construct certain

Improvements required under the Conditions of Approval on the VTM (collectively, “COAs”) and as identified in the approved Final Map, Improvement Plans and this Agreement.

For purposes of this Agreement, the term “**Improvements**” shall collectively mean all public improvements required under the COAs and as expressly set forth in this Agreement that will provide services and access to lots within the Final Map and the term “**Improvement Plans**” shall collectively refer to the Improvement Plans approved by CITY.

E. Pursuant to the Lathrop Municipal Code, SUBDIVIDER is obligated to design, permit and construct two acres of Neighborhood Park for every 1000 residents. The Final Map consists of 95 lots with an average of 3.49 persons per household for a total of 332 residents, resulting in a required Neighborhood Park area of 0.66 acres. However, the park acreage designated in the City’s General Plan and the Mossdale Landing South Urban Design Concept is 2.7 acres. To compensate SUBDIVIDER for the additional park area and to ensure that the park amenities align with CITY Standards, CITY staff will make a recommendation to CITY Council to fund a contribution of an amount not to exceed \$1,250,000 to SUBDIVIDER for the construction of the Neighborhood Park from the Culture and Leisure – Neighborhood Park Capital Facility Fee prior to issuance of the Encroachment Permit detailed in Section 16 of this Agreement. If CITY Council approves of the compensation, CITY and SUBDIVIDER shall enter into a reimbursement agreement for the funding of the Neighborhood Park prior to issuance of the Encroachment Permit as detailed in Section 16 of this Agreement. If CITY Council does not approve of the compensation, SUBDIVIDER shall construct a Neighborhood Park with limited amenities to align with a budget that is proportionate to their obligation.

## AGREEMENT

NOW, THEREFORE, in consideration of CITY'S pending (1) approval of the Final Map on August 14, 2023, and subsequent recordation, (2) approval of Improvement Plans in accordance with the terms of this Agreement and all applicable laws and regulations and in consideration of the SUBDIVIDER's pending ownership of the land within the boundary of the Final Map (hereinafter referred to as "**SUBDIVIDER Property**"), the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall acquire and provide proof of ownership of land to CITY within two (2) months of Council approval of Final Map. If proof of ownership is not provided within 2 months, this Agreement shall be null and void.

2. SUBDIVIDER shall construct or cause to be constructed at its sole cost and expense the Improvements as specified and in accordance with the provisions of this Agreement. All Improvements shall be constructed to the reasonable satisfaction and approval of the City Engineer, in an ethical and workmanlike manner in accordance with the approved Improvement Plans and specifications, the applicable improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City Lathrop, and the applicable provisions of the California Subdivision Map Act.

3. SUBDIVIDER shall complete, and CITY shall have accepted all Improvements by August 14, 2024, subject to any extension(s) provided for herein and as otherwise expressly provided for in this Agreement.

Provided, however, that said deadline shall be extended for twenty-four (24) months upon SUBDIVIDER's request to CITY, supported by reasonable documentation that it is using commercially reasonable efforts to complete same and have said Improvements accepted by CITY.

4. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

5. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

6. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

7. SUBDIVIDER shall establish a Community Facilities District (CFD) for the funding of the maintenance of the streets, storm water system, lighting, landscaping and park prior to the issuance of the first building permit within the Final Map area.

8. The parties acknowledge and agree that SUBDIVIDER is removing any existing well sites as required in accordance with applicable laws and regulations, including those required by the County Environmental Health Department. The parties further acknowledge and agree that SUBDIVIDER is conveying any and all groundwater rights associated therewith to CITY via the Final Map.

9. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 2 above, free from any defects in work or labor done and from any defects in materials furnished. Further, SUBDIVIDER shall repair and warranty the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY's acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City a Warranty Bond in the amount equal to 10% of improvement cost (Cost x 10%) for the Improvements for Tract 4151 to ensure SUBDIVIDER's repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one-year guarantee period provided no claims against it are then outstanding.

10. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

11. The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney’s fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney’s fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

12. SUBDIVIDER is required to post Performance and Labor & Materials bonds to guarantee the Improvements associated with the Final Map as included and described in Exhibit “C” of this Agreement. The amount of performance security shall be equal to the unfinished Improvement cost plus a 50% contingency (Cost x 150%). The corresponding labor and materials bond amount shall be 50% of the performance bond amount (Performance Security x 50%). Further, SUBDIVIDER shall also comply with CITY’s insurance requirements set forth on Exhibit “B” attached hereto and incorporated herein. The Performance and Labor & Materials bond values are shown in Table 1 of this Agreement.

**Table 1 – Bond Values**

<b>Improvement Total</b>	\$3,645,800
<b>Performance Bond Value (150% of Unfinished Improvement Total)</b>	\$5,468,700
<b>Labor &amp; Materials Bond Value (50% of Performance Bond Value)</b>	\$2,734,350

13. SUBDIVIDER shall construct or cause to be constructed at its sole cost and expense the offsite improvements required by the COA's of the VTM by and Between the City of Lathrop, and D.R. Horton, Inc. The offsite improvements include, but are not limited to, completion of the following offsite improvements (hereinafter collectively referred to as "Offsite Improvements"):

- a. Sadler Oak Drive Improvements: The applicant shall construct curb, gutter, sidewalk, landscaping, streetlights, new intersections and repair any existing pavement along the frontage of the Project. SUBDIVIDER shall obtain or cause to be obtained an encroachment permit, prior to issuance of first building permit within Final Map, from CITY for the Sadler Oak Drive Improvements as Sadler Oak Drive is within the CITY right-of-way. SUBDIVIDER shall provide or cause to be provided sufficient performance and labor and materials bonds for the Sadler Oak Drive Improvements.
- b. All new and existing utilities under 34.5 kVA shall be placed underground within and adjacent to frontage of the Project.

14. In lieu of SUBDIVIDER constructing Golden Valley Parkway within the frontage of the Final Map and the traffic signal at Golden Valley Parkway and Sadler Oak Drive, SUBDIVIDER shall deposit in escrow prior to recordation of the Final Map, cash in the amount of \$1,461,300 and release to CITY, with no right of reconciliation, for such offsite improvements as detailed in Exhibit "D".

15. Pursuant to the Lathrop Municipal Code, SUBDIVIDER is obligated to design, permit and construct two acres of Neighborhood Park for every 1000 residents. The Final Map consists of 95 lots with an average of 3.49 persons per household for a total of 332 residents, resulting in a required Neighborhood Park area of 0.66 acres.

However, the park acreage designated in the City's General Plan and the Mossdale Landing South Urban Design Concept is 2.7 acres. To compensate SUBDIVIDER for the additional park area and to ensure that the park amenities align with CITY Standards, CITY staff will make a recommendation to CITY Council to fund a contribution of an amount not to exceed \$1,250,000 to SUBDIVIDER for the construction of the Neighborhood Park from the Culture and Leisure – Neighborhood Park Capital Facility Fee prior to issuance of the Encroachment Permit detailed in Section 16 of this Agreement. If CITY Council approves of the compensation, CITY and SUBDIVIDER shall enter into a reimbursement agreement for the funding of the Neighborhood Park prior to issuance of the Encroachment Permit as detailed in Section 16 of this Agreement. If CITY Council does not approve of the compensation, SUBDIVIDER shall construct a Neighborhood Park with limited amenities to align with a budget that is proportionate to their obligation.

16. SUBDIVIDER guarantees its obligation to compete, at its sole cost, the frontage and grading improvements of the Neighborhood Park with this Agreement with the performance and labor & materials bonds. The Neighborhood Park land is dedicated to CITY as part of the Final Map and therefore SUBDIVIDER shall obtain or cause to be obtained an encroachment permit, prior to issuance of first building permit within Final Map, from CITY for the Neighborhood Park construction as CITY will be the owner of the park land. SUBDIVIDER shall provide or cause to be provided sufficient performance and labor and materials bonds for the Neighborhood Park improvements. SUBDIVIDER shall, prior to issuance of the 24<sup>th</sup> building permit within the Final Map area, commence construction of the Neighborhood Park at the cost of the SUBDIVIDER. SUBDIVIDER shall, prior to the issuance of the 72<sup>nd</sup> building permit within the Final Map area, complete construction of the Neighborhood Park at the cost of the



SUBDIVIDER. Pursuant to the terms of this Agreement, CITY will not issue building permits if SUBDIVIDER does not perform the required construction prior to the aforementioned deadlines.

17. SUBDIVIDER shall secure 17,100 gallons per day of wastewater treatment capacity from CITY, which is sufficient capacity for the 95 lots within Tract 4151, prior to recordation of the Final Map. Purchase of wastewater treatment capacity shall comply with the terms of the “Wastewater Treatment Capacity Transfer Agreement” between South Lathrop Land, LLC, D.R. Horton Bay, Inc, and the City of Lathrop. SUBDIVIDER shall, prior to recordation of the Final Map, assign and allocate wastewater capacity to each lot within the Final Map area. SUBDIVIDER shall deposit cash, at close of escrow of Final Map, to City in the amount listed in the escrow instructions attached to the City Manager’s Report as Attachment “E”.

18. SUBDIVIDER shall secure 22,325 gallons per day of water capacity from CITY, which is sufficient capacity for the 95 lots within Tract 4151, prior to recordation of the Final Map. SUBDIVIDER shall, prior to recordation of the Final Map, assign and allocate water capacity to each lot within the Final Map area. SUBDIVIDER shall deposit cash, at close of escrow of Final Map, to City in the amount listed in the escrow instructions attached to the City Manager’s Report as Attachment “E”.

19. SUBDIVIDER shall provide a Storm Water Quality Operation and Maintenance Plan and execute a Storm Water Treatment Device Access and Maintenance Agreement with the City prior to offering dedication of improvements to CITY.

20. SUBDIVIDER shall, prior to offering dedication of improvements to CITY, provide or cause to be provided the GIS layers and attributes in compliance with the City Standards effective at the time of offering dedication of improvements to CITY related to Tract 4151 as well as the Offsite Improvements.

21. SUBDIVIDER shall deposit cash, at close of escrow of Final Map, to CITY in the amount shown in Table 2 below as payment for the Agricultural Mitigation Fee, which fulfills the obligation for payment pursuant to the Sierra Club Agreement.

**Table 2 – Agricultural Mitigation Fee**

<b>Tract</b>	<b>Acreage</b>	<b>Cost/Acre</b>	<b>Total Fee</b>
4151	17.86	\$3,352	\$59,866.72

22. Neither CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER’S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement on SUBDIVIDER Property other than the parcels of the subdivision owned by SUBDIVIDER (and its successors and assigns).

23. Neither CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property from the subdivision of all or any part of the land covered by this Agreement.

24. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, the “*Indemnitees*”), harmless from any liability for damage or claims which arises from SUBDIVIDER and/or SUBDIVIDER’S contractors, subcontractors, agents, lessees, or employees’ operations under this Agreement, whether such operations be by SUBDIVIDER or by any of SUBDIVIDER’S contractors, subcontractors, lessees, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER’S contractors or subcontractors.

SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings of any type that maybe brought or instituted against CITY and the Indemnitees on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER performance or non-performance of its duties and obligations under this Agreement, or from the negligent act or omission of itself, its agents, contractors, representatives, servants or employees, except in the event and to the extent said claims resulted from the gross negligence or willful misconduct of CITY and/or the Indemnitees. The promises and agreement to indemnify and hold harmless set forth in this Paragraph are not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not, waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Paragraph 17, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

25. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors, lessees or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement. Neither CITY nor any of

CITY's agents, contractors, lessees or subcontractors are, or shall be, considered to be agents of SUBDIVIDER in connection with the performance of any work contemplated under this Agreement. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY, which such consent shall not be unreasonably delayed, conditioned or denied, except that this Agreement may be assigned to any purchaser or transferee of an interest in all or a part of the SUBDIVIDER Property without the need for CITY consent. If such consent is given, or not required, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of SUBDIVIDER shall be jointly and severally liable hereunder unless SUBDIVIDER and its assignee have executed an Assignment and Assumption Agreement in which case SUBDIVIDER shall be released from all of its obligations hereunder so assigned to the assignee. Notwithstanding anything to the contrary in the foregoing, SUBDIVIDER shall be permitted to assign its rights and obligations under this Agreement to any "*Affiliate*", which is defined to mean an entity or person that is directly or indirectly Controlling, Controlled by, or under common Control of SUBDIVIDER. The term "*Control*" as used herein, shall mean the power to direct the day-to-day management of SUBDIVIDER, and it shall be a presumption that Control with respect to a corporation or limited liability company is the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the Controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, Control is the possession, indirectly or directly, of the power to direct or cause the direction of the day-to-day management of the controlled entity.

26. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety

at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER shall form Community Facilities Districts to finance maintenance and improvements within 2 months of Final Map approval. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

27. SUBDIVIDER shall, at its expense, require or cause to require all its contractors and sub-contractors to obtain and maintain all necessary permits and licenses for construction of the Improvements, and commercially reasonable insurance. Prior to the commencement of said Improvement construction, the General Contractor/subcontractors shall obtain a City of Lathrop Business License. SUBDIVIDER and CITY, as applicable, shall comply with all applicable local, state and federal laws applicable to this Agreement whether or not said laws are expressly stated in this Agreement.

28. This Agreement and the Exhibits attached hereto comprise the entire understanding and agreement between the parties regarding the subject matter of this Agreement. The Recitals are incorporated into this Agreement by this reference, as if fully set forth herein.

29. Notices. For purposes of this Agreement, "**notice**" means any notice, demand, request, or other communication to be provided under this Agreement. All notices shall be in

writing and shall be sent to the below addresses or at such other addresses as either party may later specify for that purpose.

30. All notices required or permitted under this Agreement shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next business day delivery, addressed to the parties as follows:

If to CITY:                               City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330  
Attn: City Clerk  
Email: [website\\_cco@ci.lathrop.ca.us](mailto:website_cco@ci.lathrop.ca.us)

With a copy:                               City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330  
Attn: Salvador Navarrete, City Attorney  
Email: [website\\_cao@ci.lathrop.ca.us](mailto:website_cao@ci.lathrop.ca.us)

If to SUBDIVIDER:                       D.R. Horton BAY, Inc.  
3000 Executive Parkway, Suite 100  
San Ramon, CA 94588  
Attn: Michael Mandell  
Email: [MDMandell@drhorton.com](mailto:MDMandell@drhorton.com)

The date of any notice shall be the date of receipt, provided that, rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice sent. Either party may change its address for notice by giving notice to the other party in accordance with this Paragraph 22.

23. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Exhibits. The following exhibits are attached to this Agreement and are incorporated to this Agreement by this reference:

EXHIBIT A: FINAL MAP TRACT 4151

EXHIBIT B: CITY INSURANCE REQUIREMENTS

EXHIBIT C: TOTAL IMPROVEMENT ESTIMATE

EXHIBIT D: ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS FOR GOLDEN VALLEY PARKWAY

d. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes and labor disputes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts of terrorism; epidemics and related governmental orders and restrictions; quarantine restrictions; freight embargoes; materials shortages and/or inability to obtain materials due to tariffs, governmental restrictions or priority; unusually severe weather; acts or omissions of the other party; or acts or failures to act of any public or governmental agency or entity (except that acts or failures to act of CITY shall not excuse performance by CITY); or moratorium (each a "*Force Majeure Delay*"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice (as that term is defined above) by the party claiming such extension is sent to the other party within sixty (60) days of the commencement of the cause.

e. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

f. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

g. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

h. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

i. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

j. Time of the Essence. Time is of the essence of this Agreement and each of its provisions (subject to Subparagraph 23(d)).

In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first day and including the last.

If the time in which an act is to be performed falls on a Saturday, Sunday or any day observed as a legal holiday by CITY, the time for performance shall be extended to the following business day.

k. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin. The party in whose favor judgment is entered shall be awarded reasonable attorneys' fees.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14<sup>th</sup> day of August 2023.

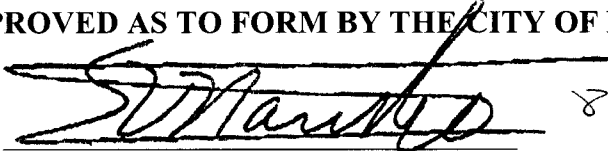
**CITY OF LATHROP,**  
A California municipal corporation of the  
State of California

By: \_\_\_\_\_  
Stephen J. Salvatore                      Date  
City Manager

**ATTEST:**  
City Clerk of and for the City  
of Lathrop, State of California

By: \_\_\_\_\_  
Teresa Vargas                              Date  
City Clerk

**APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY**

By:  \_\_\_\_\_ 8/1/2023  
Salvador Navarrete                      Date  
City Attorney

**SUBDIVIDER:**

By: D.R. Horton Bay, Inc.  
a Delaware Corporation

---

Chris Zaballos  
Vice President

Date

**EXHIBIT A**

**FINAL MAP TRACT 4151**

DRAFT

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE LAND DESCRIBED IN THIS INSTRUMENT AND THAT WE HAVE EXAMINED THIS FINAL MAP OF "TRACT 4151", CITY OF LATHROP, CALIFORNIA, AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. WE HEREBY STATE THAT THIS MAP COMPLETES ALL NECESSARY PROCEDURES UNDER THE PROVISIONS OF TITLE 16, CHAPTER 16.16 OF THE CALIFORNIA MUNICIPAL CODE OF ORDINANCES, AND ANY AMENDMENTS THERE TO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC RIGHT-OF-WAY PURPOSES. THESE PORTIONS OF SAID MAPS DESIGNATED ON SAID MAP AS "SAVIER ONLY DRIVE", "EAGLES NEST LANE", "SCARING BROOK", "ORILLA STREET", "WATERFRONT WAY", "INLAND PASSAGE WAY", "RIVER WALK PLACE" AND "GOLDEN VALLEY PARKWAY", ALL AS SHOWN ON THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES, CONDUITS AND UNDER THE STRIPS OF LAND SHOWN UPON THIS FINAL MAP MARKED AS (P.U.E.), "PUBLIC UTILITIES EASEMENT".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN WALL(S) ON THE STRIPS OF LAND SHOWN UPON THIS FINAL MAP MARKED AS (W.E.), "WALL EASEMENT".

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1-29 & 55-58, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ---L---L AS SHOWN ON THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES. PUBLIC PARK PARCELS E FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

OWNER: D R HORTON BAY, INC., A DELAWARE CORPORATION

BY \_\_\_\_\_ NOTARY PUBLIC

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

OWNER'S ACKNOWLEDGEMENT:

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 SAN JOAQUIN

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ NOTARY PUBLIC

PERSONALLY APPEARED \_\_\_\_\_ A PAIR OF SUBSCRIBERS EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO PROVIDING INSTRUMENT, KNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS 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 \_\_\_\_\_

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF D R HORTON IN AUGUST, 2023. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL OCCUPY THE POSITIONS INDICATED WITHIN 6 MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

RICHARD JAMES HICKENBOTTOM, P.L.S. 8654



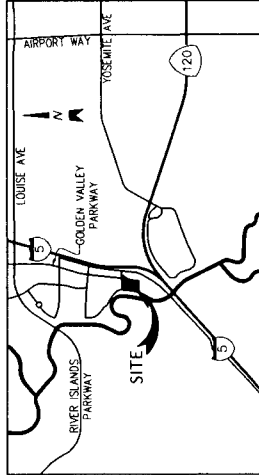
TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON \_\_\_\_\_ 2023 AS INSTRUMENT NO. \_\_\_\_\_ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA

AUGUST, 2023



2850 Collier Canyon Road Livermore, CA 94551 Phone (925) 245-9788 www.kierwright.com



VICINITY MAP

NOT TO SCALE

SHEET KEY:

- SHEET 1 NOTES & VICINITY MAP
SHEET 2 OVERALL MAP & NOTES
SHEET 3 NORTHWEST LOTS
SHEET 4 NORTHEAST LOTS
SHEET 5 NORTHWEST LOTS
SHEET 6 SOUTHEAST LOTS
SHEET 7 LINE, CURVE AND LOT AREA TABLES
SHEET 8 PARCEL AREA TABLES

SIGNATURE OMISSIONS

SIGNATURES OF OWNERS OF THE FOLLOWING EASEMENTS HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE TITLE AND SUCH SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

Table with columns: NAME, RECORDED, DOC. NO., NATURE OF INTEREST. Lists various easement holders and their recorded documents.

CITY ENGINEER'S STATEMENT

I, BRAD R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4151", CITY OF LATHROP, CALIFORNIA, AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. WE HEREBY STATE THAT THIS MAP COMPLETES ALL NECESSARY PROCEDURES UNDER THE PROVISIONS OF TITLE 16, CHAPTER 16.16 OF THE CALIFORNIA MUNICIPAL CODE OF ORDINANCES, AND ANY AMENDMENTS THERE TO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

BRAD R. TAYLOR, R.C.E. 92823 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



CITY SURVEYOR'S STATEMENT

I, DARREY ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

DARREY ALEXANDER, P.L.S. 5071



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE SUBDIVISION MAP NO. YTM-22-100 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 22-5167

RICHARD CAGNIAT, COMMUNITY DEVELOPMENT DIRECTOR

CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT NO. 4151, CONSISTING OF EIGHT (8) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ DULY PASS AND ADOPT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZE ITS RECORDATION AND DO HEREBY ACCEPT ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1-29 & 55-58, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ---L---L, THE INDICATION OF ALL EASEMENTS, RIGHTS OF WAY, PORTIONS OF SAID MAPS DESIGNATED ON SAID MAP AS "SAVIER ONLY DRIVE", "EAGLES NEST LANE", "SCARING BROOK", "ORILLA STREET", "WATERFRONT WAY", "INLAND PASSAGE WAY", AND "RIVER WALK PLACE", SUBJECT TO THE IMPROVEMENTS BEING COMPLETED, AND "GOLDEN VALLEY PARKWAY", THOSE PORTIONS OF SAID MAPS DESIGNATED AS PUBLIC UTILITY EASEMENT (P.U.E.) THAT THE UNDERSIGNED HAS MADE ON SAID MAP AS PUBLIC PARK PARCELS, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, AS SHOWN ON SAID MAP IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AND FILED IN MY OFFICE.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

TERESA VARGAS CITY CLERK

SOILS AND GEOLOGICAL REPORT A GEOTECHNICAL ENGINEERING REPORT ON THIS PROPERTY HAS BEEN PREPARED BY QUANTUM GEOTECHNICAL, INC. WITH PROJECT NO. H0868, DATED NOVEMBER 12, 2021. A COPY OF WHICH HAVE BEEN FILED WITH THE CITY OF LATHROP.

RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023, AT \_\_\_\_\_ AM

IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF KIER & WRIGHT

FEES \$ \_\_\_\_\_

STEVE J. BESTOLARIDES BY \_\_\_\_\_ DEPUTY RECORDER ASSessor-RECORDEr-COUNTY CLERK

JOB NO.: A21702

SHEET 1 OF 8 SHEETS

# TRACT NO. 4151

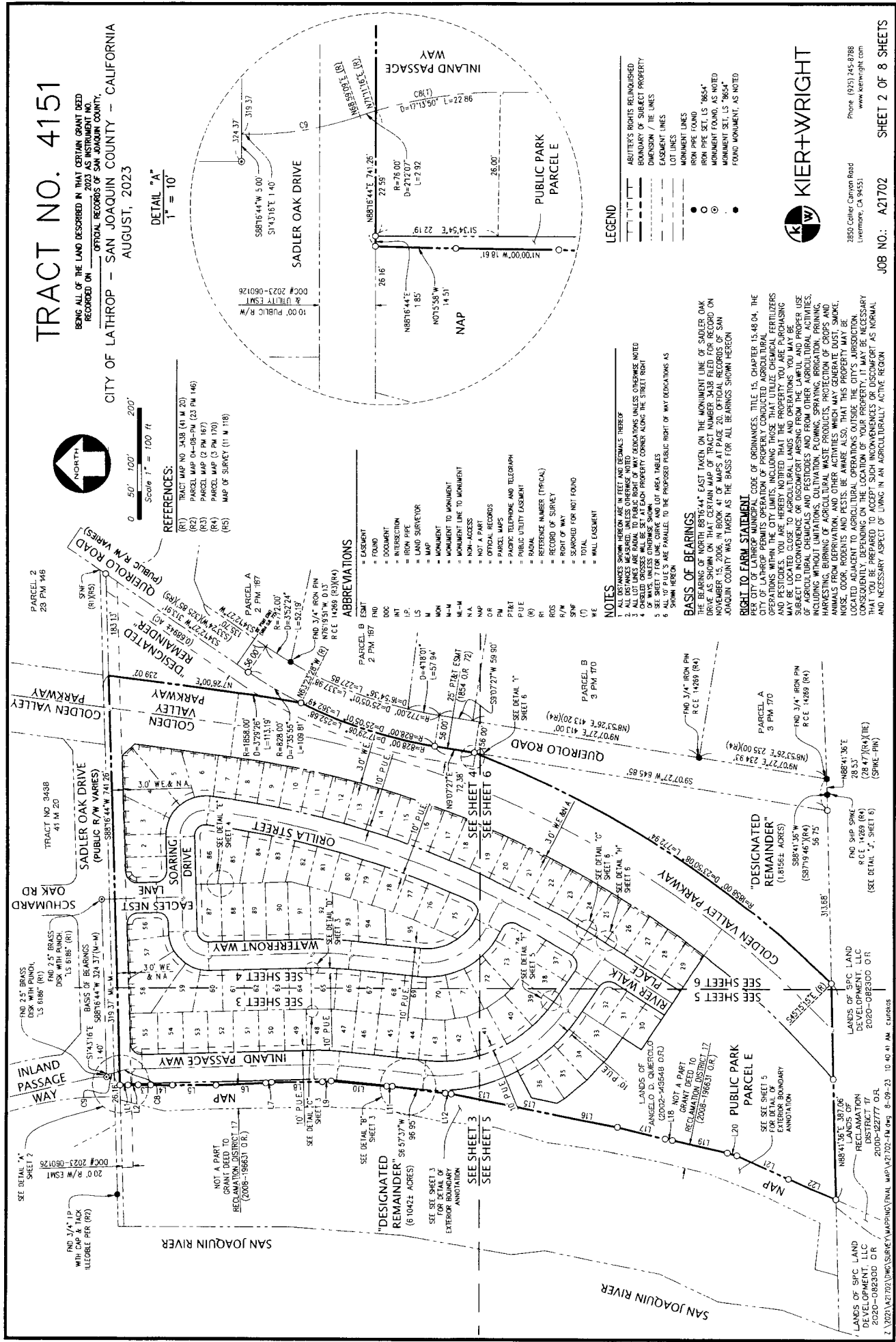
BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON \_\_\_\_\_ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA, CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA, AUGUST, 2023



Scale 1" = 100 ft

DETAIL "A"  
1" = 10"

REFERENCES:  
(R1) TRACT MAP NO. 3438 (41 M 20)  
(R2) PARCEL MAP 04-09-PM (23 PM 146)  
(R3) PARCEL MAP 02 PM 167  
(R4) PARCEL MAP 03 PM 170  
(R5) MAP OF SURVEY 11 M 118



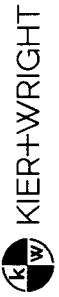
**ABBREVIATIONS**

ESMNT	ESUBMIT
FOUND	FOUND
DOCMNT	DOCMNT
INT	INTERSECTION
IP	IRON PIPE
LS	LAND SURVEYOR
MAP	MAP
MON	MONUMENT TO MONUMENT
U/M	LINE TO MONUMENT
M-4	MONUMENT
M-4	MONUMENT
NAP	NOT A PART
OR	OFFICIAL RECORDS
PM	PARCEL MAPS
PT&T	PUBLIC TELEPHONE AND TELEGRAPH
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL
RI	REFERENCE NUMBER (TYPICAL)
ROS	RECORD OF SURVEY
R/W	RIGHT OF WAY
S/N	SEARCHED FOR NOT FOUND
(T)	TOTAL
WE	WALL EASEMENT

- NOTES**
1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
  2. ALL DISTANCES MEASURED UNLESS OTHERWISE NOTED.
  3. ALL LOT LINES ARE PARALLEL TO PUBLIC RIGHT OF WAY DESIGNATIONS UNLESS OTHERWISE NOTED.
  4. ALL CORNERS ARE TO BE LOCATED BY THE PROPERTY CORNER ALONG THE STREET RIGHT OF WAY UNLESS OTHERWISE SHOWN.
  5. SEE SHEET 7 FOR LINE, CURVE AND LOT AREA TABLES.
  6. MONUMENTS ARE PARALLEL TO THE PROPOSED PUBLIC RIGHT OF WAY DESIGNATIONS AS SHOWN HEREON.
- LEGEND**
- ADJUTERS RIGHTS BELONGING TO SUBJECT PROPERTY
  - BOUNDARY OF SUBJECT PROPERTY
  - DIMENSION / THE LINES
  - EASEMENT LINES
  - LOT LINES
  - MONUMENT LINES
  - IRON PIPE FOUND
  - IRON PIPE SET, S.L.S. '8654'
  - MONUMENT FOUND, AS NOTED
  - MONUMENT SET, S.L.S. '8654'
  - FOUND MONUMENT, AS NOTED

**RIGHT TO FARM STATEMENT**

PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15-48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERTY CONDUCTED AGRICULTURAL, FERTILIZERS AND PESTICIDES, YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, PLANTING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, PESTS AND RESIDS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.



2850 Collier Canyon Road  
Livermore, CA 94551  
Phone (925) 451-8788  
www.kierwright.com

# TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED  
 RECORDED ON 2023 AS INSTRUMENT NO. [REDACTED]  
 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,  
 CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA  
 AUGUST, 2023

- NOTES:**
1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
  2. ALL DIMENSIONS MEASURED, UNLESS OTHERWISE NOTED.
  3. ALL DIMENSIONS MEASURED FROM THE PUBLIC RIGHT OF WAY.
  4. ALL DIMENSIONS MEASURED FROM THE MONUMENT LINE TO MONUMENT.
  5. SEE SHEET 7 FOR LINE CORNER AND LOT AREA TABLES.
  6. ALL 10' P.U.E.'S ARE PARALLEL TO THE PROPOSED MONUMENT LINE TO MONUMENT AS SHOWN HEREON.

**ABBREVIATIONS**

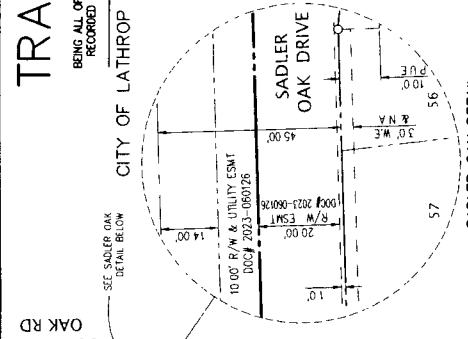
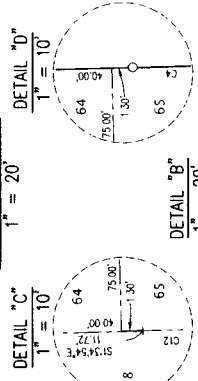
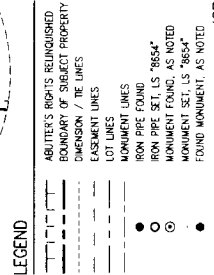
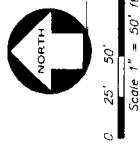
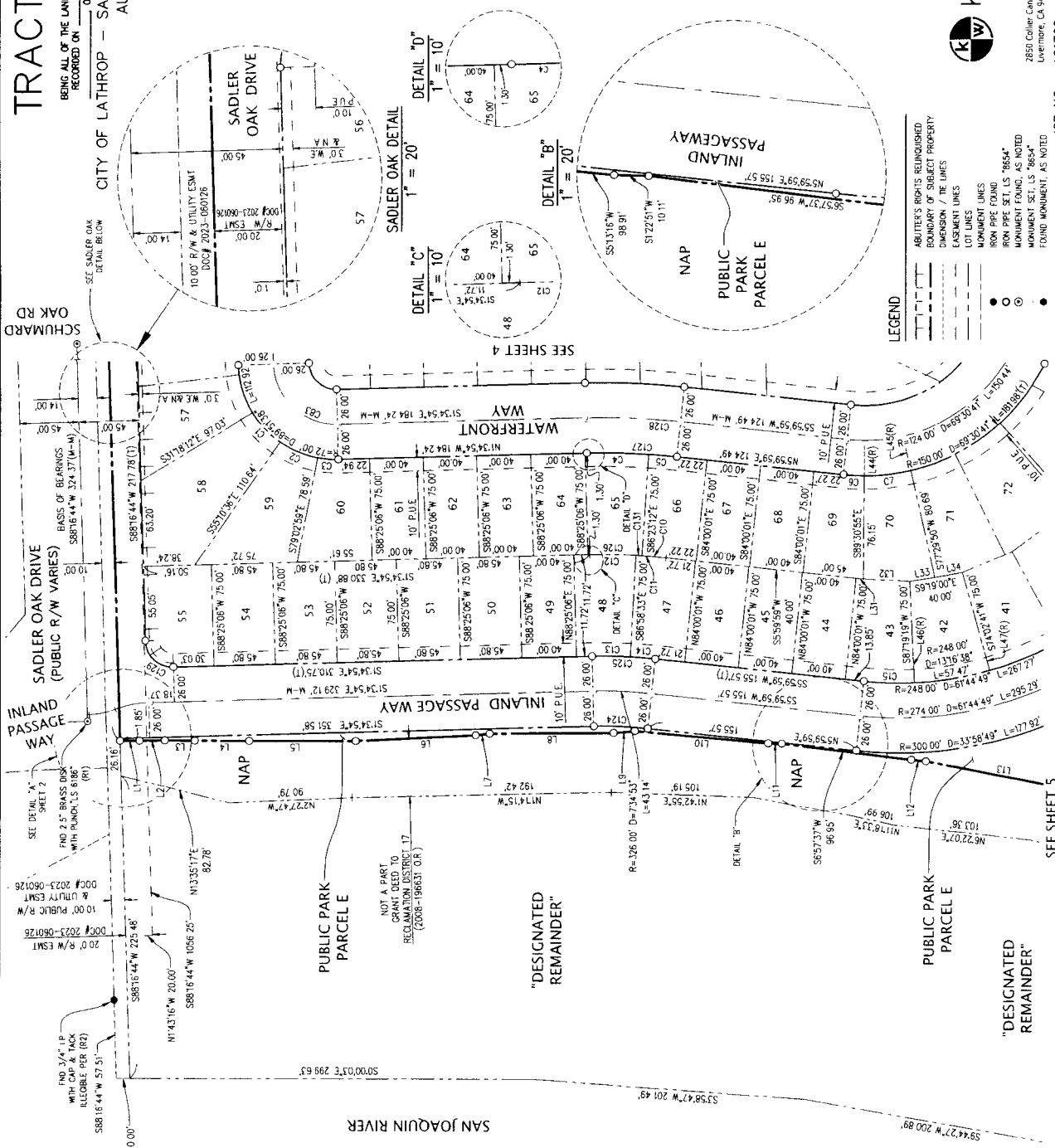
- ESMT = EASEMENT
- FND = FOUND
- DOC = DOCUMENT
- INT = INTERSECTION
- IP = IRON PIPE
- LS = LAND SURVEYOR
- M = MAP
- MON = MONUMENT
- M-M = MONUMENT LINE TO MONUMENT
- M-L-M = MONUMENT LINE TO MONUMENT
- N.A. = NOT A PART
- OR = OFFICIAL RECORDS
- PM = PARCEL MAPS
- PT&T = PACIFIC TELEPHONE AND TELEGRAPH
- P.U.E. = PUBLIC UTILITY EASEMENT
- R = RADIAL
- RI = REFERENCE NUMBER (TYPICAL)
- ROS = RECORD OF SURVEY
- R/W = RIGHT OF WAY
- SMP = SEARCHED FOR NOT FOUND
- T = TOTAL
- WE = WALL EASEMENT

**REFERENCES:**

- (81) TRACT MAP NO. 3438 (41 M 20)
- (82) PARCEL MAP 04-08-PM (23 PM 146)
- (83) PARCEL MAP (2 PM 167)
- (84) PARCEL MAP (3 PM 170)
- (85) MAP OF SURVEY (11 M 118)



2650 Collier Canyon Road  
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 Phone: (925) 245-8786  
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SEE SHEET 4

SEE SHEET 5

SEE DETAIL "A" SHEET 2

SEE DETAIL "B"

SEE DETAIL "C"

SEE DETAIL "D"

SEE DETAIL "E"

SEE DETAIL "F"

SEE DETAIL "G"

SEE DETAIL "H"

SEE DETAIL "I"

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# TRACT NO. 4151

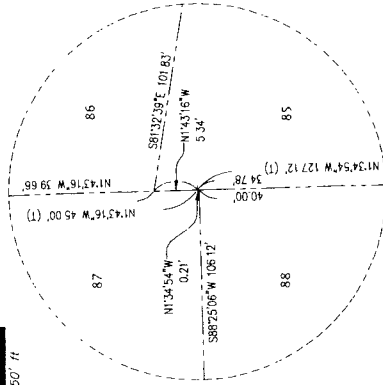
BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED  
RECORDED ON \_\_\_\_\_ 2023 AS INSTRUMENT NO. \_\_\_\_\_  
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,

CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA  
AUGUST, 2023



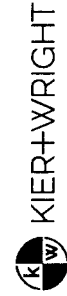
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0 25' 50' 100'

DETAIL "E"  
1" = 10'



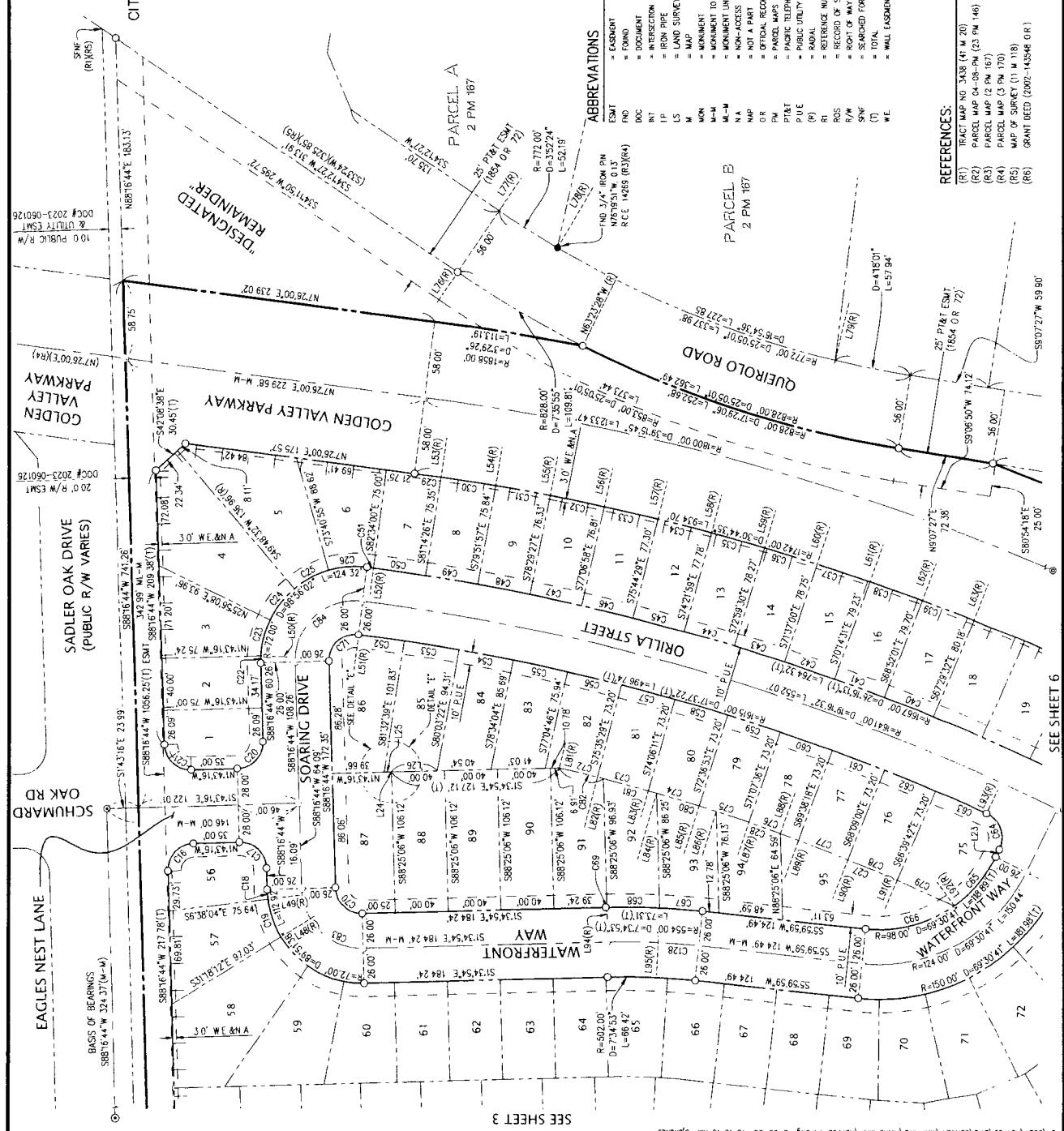
- ### LEGEND
- ABUTTER'S RIGHTS RELINQUISHED
  - BOUNDARY OF SUBJECT PROPERTY
  - DIMENSION / TIE LINES
  - EASEMENT LINES
  - LOT LINES
  - MONUMENT LINES
  - MONUMENT FOUND
  - IRON PIPE SET, LS "8654"
  - MONUMENT FOUND, AS NOTED
  - MONUMENT SET, LS "8654"
  - FOUND MONUMENT, AS NOTED

- ### NOTES
- ALL DISTANCES SHOWN HEREON ARE IN FEET AND INCHES.
  - ALL DISTANCES MEASURED, UNLESS OTHERWISE NOTED.
  - ALL LOT LINES ARE RADIAL TO PUBLIC RIGHT OF WAY.
  - CHANGING CROSSINGS SHALL BE SET AT EACH PROPERTY CORNER ALONG THE STREET RIGHT OF WAY.
  - SEE SHEET 7 FOR THE CHURCH AND LOT AREA TABLES.
  - ALL 10' P.U.E.'S ARE PARALLEL TO THE PROPOSED PUBLIC RIGHT OF WAY DEVIATIONS AS SHOWN HEREON.



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JOB NO.: A21702 SHEET 4 OF 8 SHEETS



- ### ABBREVIATIONS
- ESMT = EASEMENT
  - END = END
  - INT = INTERSECTION
  - IP = IRON PIPE
  - LS = LAND SURVEYOR
  - MAP = MAP
  - MON = MONUMENT
  - M-M = MONUMENT TO MONUMENT
  - N.A. = NOT A PART
  - OP = OPEN
  - PA = PARKING
  - PA = PUBLIC TELEPHONE AND TELEGRAPH
  - PUE = PUBLIC UTILITY EASEMENT
  - R = RADIAL
  - RS = REFERENCE NUMBER (TYPICAL)
  - RT = RIGHT OF WAY
  - S/W = SEARCHED FOR NOT FOUND
  - TOTAL = TOTAL
  - W.E. = WALL EASEMENT

- ### REFERENCES:
- (R1) TRACT MAP NO. 3438 (41 M 20)
  - (R2) PARCEL MAP 04-05-PM (23 PM 146)
  - (R3) PARCEL MAP 12 PM 167
  - (R4) PARCEL MAP (3 PM 170)
  - (R5) MAP OF SURVEY (11 M 118)
  - (R6) GRANT DEED (2002-142848 R.1)

SEE SHEET 3

SEE SHEET 6

2 2023\121022\010\SURVEY\WPPING\PLAT MAP\21702-PM-048 8-09-23 10:40:49 AM C:\mapcs

# TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON PAGE 125 OF VOLUME 13 OF THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA AUGUST, 2023

DETAIL "F"  
NOT TO SCALE



Scale 1" = 50' H.  
0 25' 50' 100'

### LEGEND

- ABUTTER'S RIGHTS RELINQUISHED
- BOUNDARY OF SUBJECT PROPERTY
- DIMENSION / THE LINES
- EASEMENT LINES
- LOT LINES
- MONUMENT LINES
- IRON PIPE FOUND
- IRON PIPE SET, LS "8654"
- MONUMENT FOUND, AS NOTED
- MONUMENT SET, LS "8654"
- FOUND MONUMENT, AS NOTED

### ABBREVIATIONS

- ESMT = EASEMENT
- FINO = FOUND
- DOC = DOCUMENT
- INT = INTERSECTION
- IP = IRON PIPE
- LS = LAND SURVEY
- M = MARK
- NON = NON
- M-L = M-L
- M-U = M-U
- NAP = NOT A PART
- OR = OFFICIAL RECORDS
- PM = PARCEL MARKS
- PT&T = PUBLIC TELEPHONE AND TELEGRAPH
- PU = PUBLIC UTILITY EASEMENT
- R = RADIAL
- (R) = REFERENCE NUMBER (TYPICAL)
- ROS = RECORD OF SURVEY
- R/W = RIGHT OF WAY
- SHP = SEARCHED FOR NOT FOUND
- (T) = TOTAL
- WE = WALL EASEMENT

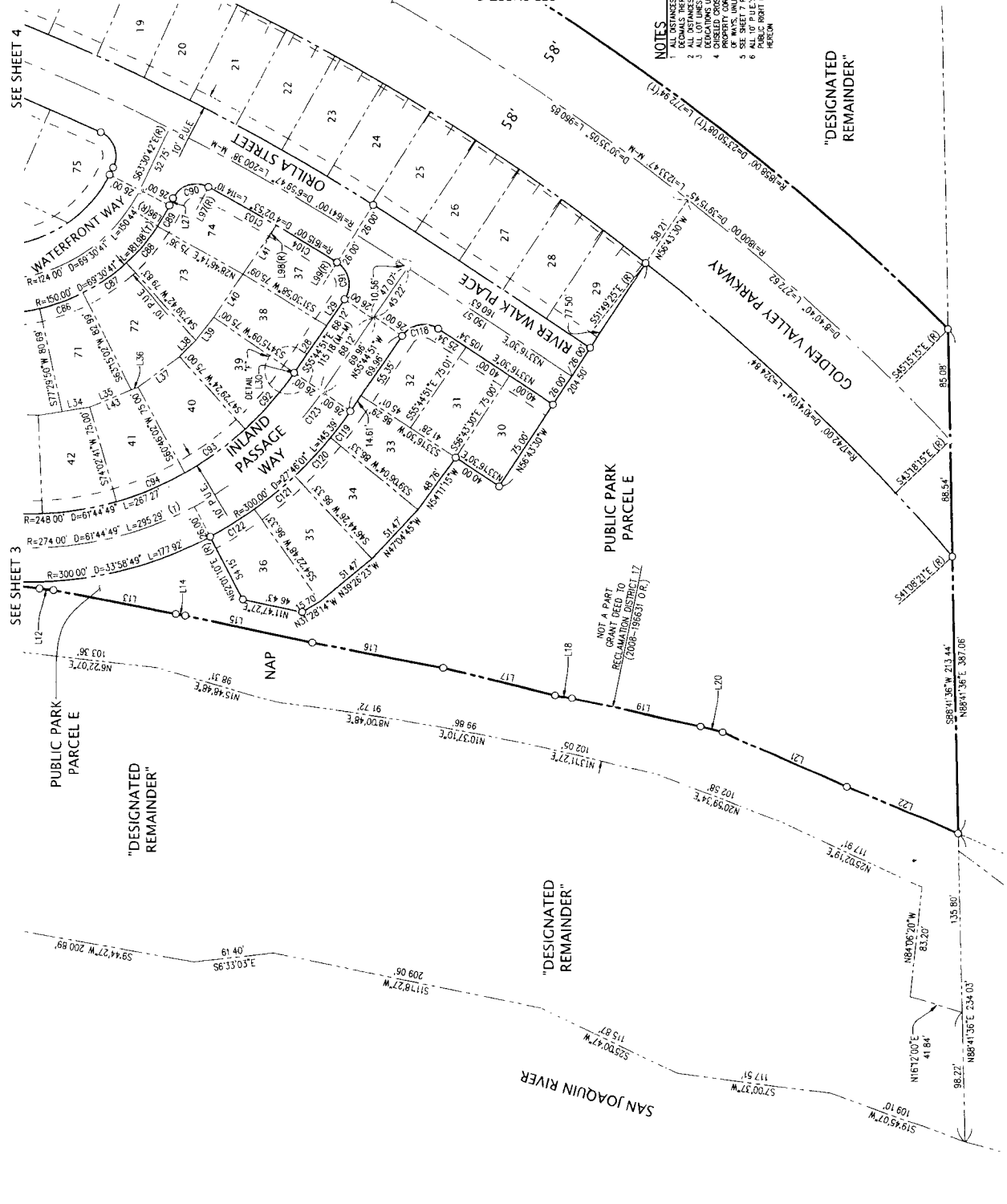
### NOTES

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. ALL DISTANCES MEASURED, UNLESS OTHERWISE NOTED, ARE ALONG THE CENTERLINE OF THE RIGHT OF WAY.
3. LOCATIONS UNLESS OTHERWISE NOTED.
4. CURBED CROSSERS WILL BE SET AT EACH PROPERTY CORNER ALONG THE STREET RIGHT OF WAY.
5. SEE SHEET 7 FOR LINE, CURVE, AND LOT AREA TABLES.
6. ALL OF PILE'S ARE PARALLEL TO THE PROPOSED RIGHT OF WAY DEDICATIONS AS SHOWN HEREON.

### REFERENCES:

- (R1) TRACT MAP NO. 3438 (41 M 20)
- (R2) PARCEL MAP 04-08-PM (23 PM 146)
- (R3) PARCEL MAP (2 PM 167)
- (R4) PARCEL MAP (3 PM 170)
- (R5) MAP OF SURVEY (11 M 118)
- (R6) GRANT DEED (2002-143548 O.R.)

"DESIGNATED  
REMAINDER"



PUBLIC PARK  
PARCELE

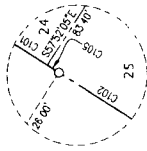
NOT A PART  
GRANT DEED TO  
RECLAMATION DISTRICT 17  
(2008-198631 O.R.)



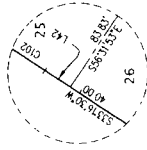
# TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON 2023 AS INSTRUMENT NO. 2023080001 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA  
CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA  
AUGUST, 2023

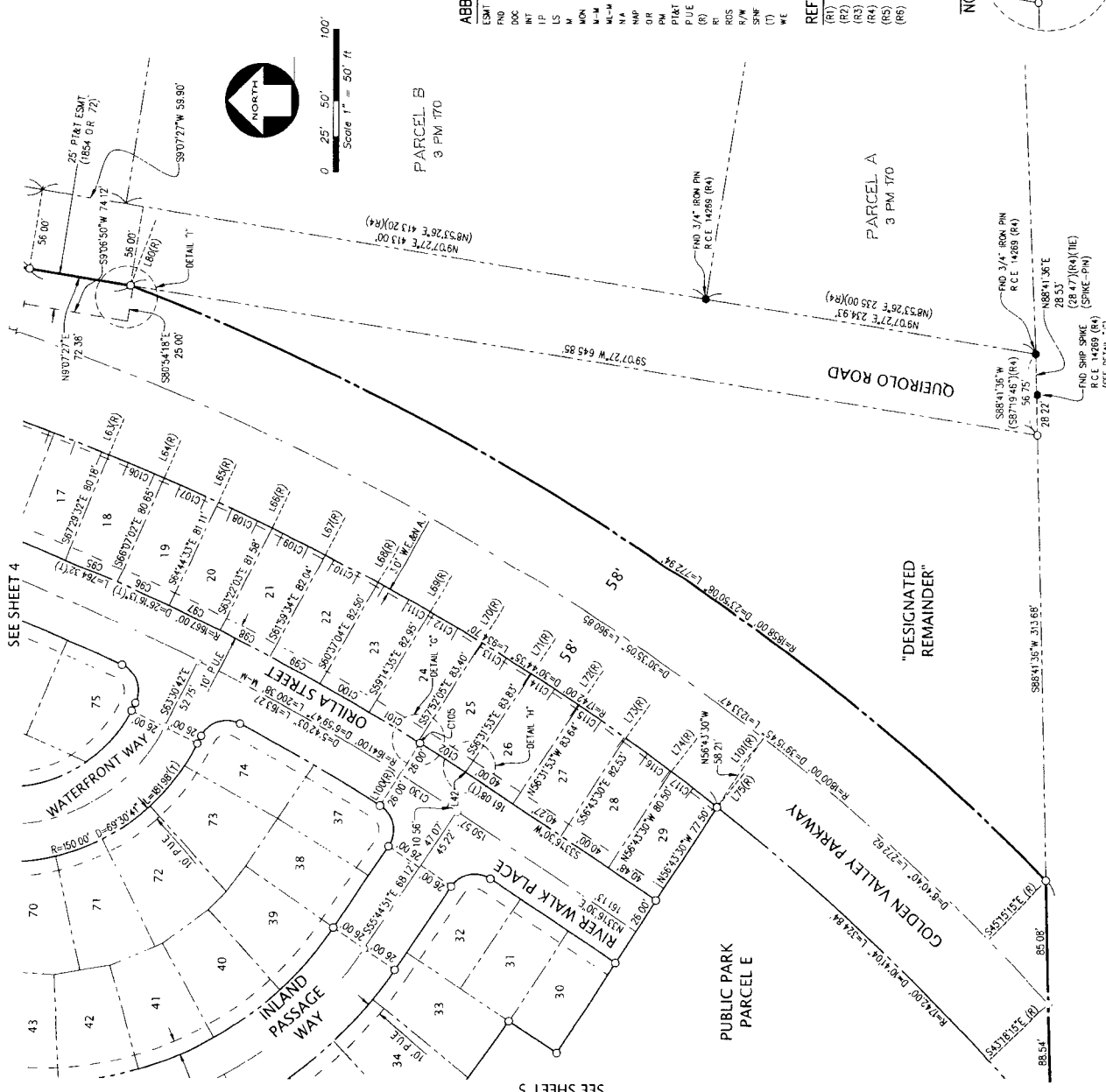
DETAIL "C"  
1" = 10'



DETAIL "H"  
1" = 10'



DETAIL "I"  
NOT TO SCALE



### ABBREVIATIONS

- ESMT = EASEMENT
- FND = FOUND
- DOC = DOCUMENT
- INT = INTERSECTION
- IP = IRON PIPE
- LS = LAND SURVEYOR
- M = MAP
- MON = MONUMENT
- MON-L = MONUMENT LINE TO MONUMENT
- MON-LM = MONUMENT LINE TO MONUMENT
- NA = NON-ACCESS
- NAP = NOT A PART
- OR = OFFICIAL RECORDS
- PM = PARCEL MAPS
- PT&T = PACIFIC TELEPHONE AND TELEGRAPH
- P.U.E. = PUBLIC UTILITY EASEMENT
- R = RADIAL
- RI = REFERENCE NUMBER (TYPICAL)
- R/S = RECORD OF SURVEY
- R/W = RIGHT OF WAY
- S/NP = SEARCHED FOR NOT FOUND
- T = TOTAL
- WE = WALL EASEMENT

### LEGEND

- ABUTTER'S RIGHTS REINQUISHED
- BOUNDARY OF SUBJECT PROPERTY
- DIMENSION / EASEMENT
- EASEMENT / EASE LINES
- EASEMENT LINES
- LOT LINES
- MONUMENT LINES
- IRON PIPE FOUND
- IRON PIPE SET L.S. "8654"
- MONUMENT FOUND, AS NOTED
- MONUMENT SET L.S. "8654"
- FOUND MONUMENT, AS NOTED

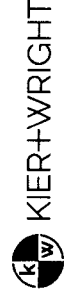
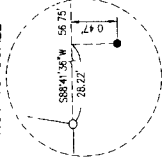
### NOTES

- 1 ALL DISTANCES SHOWN HEREON ARE IN FEET AND
- 2 DECIMALS THEREOF
- 3 BOUNDARIES ARE RADIAL, UNLESS OTHERWISE NOTED
- 4 ALL LOT LINES ARE RADIAL TO PUBLIC RIGHT OF WAY
- 5 BOUNDARIES UNLESS OTHERWISE NOTED
- 6 BOUNDARIES UNLESS OTHERWISE NOTED
- 7 PROPERTY CORNER ALONG THE STREET RIGHT
- 8 OF HWYS, UNLESS OTHERWISE SHOWN
- 9 SEE SHEET FOR LINE, CURVE AND LOT AREA TABLES
- 10 THIS SHEET IS A PART OF A SURVEY AND IS TO BE READ IN CONJUNCTION WITH THE ORIGINAL RECORDS OF SURVEY AS SHOWN

### REFERENCES:

- (R1) TRACT MAP NO. 3438 (41 M 20)
- (R2) PARCEL MAP 04-08-FM (23 PM 146)
- (R3) PARCEL MAP (2 PM 187)
- (R4) PARCEL MAP (3 PM 170)
- (R5) MAP OF SURVEY (11 M 118)
- (R6) GRANT DEED (2002-143548 O R)

DETAIL "J"  
NOT TO SCALE



3850 Collier Canyon Road  
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JOB NO.: A21702

SHEET 6 OF 8 SHEETS

LINE TABLE				LINE TABLE			
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH		
L44(R)	N89°53'50"W	150.00'	L73(R)	S54°28'34"E	1742.00'		
L45(R)	S76°43'56"W	150.00'	L74(R)	S53°09'37"E	1742.00'		
L46(R)	S87°19'19"W	248.00'	L75(R)	S51°49'25"E	1742.00'		
L47(R)	S74°02'41"W	248.00'	L76(R)	N55°47'33"W	828.00'		
L48(R)	N31°18'12"W	72.00'	L77(R)	N55°47'33"W	772.00'		
L49(R)	N31°18'12"W	72.00'	L78(R)	N55°39'57"E	772.00'		
L50(R)	N255°24'E	72.00'	L79(R)	N76°34'33"W	772.00'		
L51(R)	S82°47'41"E	20.00'	L80(R)	S69°02'21"E	1858.00'		
L52(R)	S82°36'56"E	1667.00'	L81(R)	S76°47'29"E	1541.80'		
L53(R)	S81°54'33"E	1742.00'	L82(R)	S75°35'29"E	1541.80'		
L54(R)	S86°32'00"E	1742.00'	L83(R)	S74°06'11"E	1541.80'		
L55(R)	S79°09'28"E	1742.00'	L84(R)	S73°51'41"E	1541.80'		
L56(R)	S77°46'54"E	1742.00'	L85(R)	S72°36'53"E	1541.80'		
L57(R)	S76°24'18"E	1742.00'	L86(R)	S72°05'49"E	1541.80'		
L58(R)	S75°01'41"E	1742.00'	L87(R)	S71°07'36"E	1541.80'		
L59(R)	S73°39'03"E	1742.00'	L88(R)	S70°11'12"E	1541.80'		
L60(R)	S72°16'20"E	1742.00'	L89(R)	S69°18'18"E	1541.80'		
L61(R)	S70°53'42"E	1742.00'	L90(R)	S68°09'00"E	1541.80'		
L62(R)	S69°30'59"E	1742.00'	L91(R)	S66°39'42"E	1541.80'		
L63(R)	S68°08'16"E	1742.00'	L92(R)	S65°05'33"W	98.00'		
L64(R)	S66°45'30"E	1742.00'	L93(R)	S65°09'57"E	20.00'		
L65(R)	S65°22'44"E	1742.00'	L94(R)	N88°29'50"E	554.00'		
L66(R)	S63°59'56"E	1742.00'	L95(R)	S87°21'44"E	554.00'		
L67(R)	S62°37'07"E	1742.00'	L96(R)	S33°33'09"W	150.00'		
L68(R)	S61°14'17"E	1742.00'	L97(R)	S81°51'33"E	20.00'		
L69(R)	S59°51'25"E	1742.00'	L98(R)	S59°44'27"E	1615.00'		
L70(R)	S58°28'32"E	1742.00'	L99(R)	S57°46'40"E	20.00'		
L71(R)	S57°06'27"E	1742.00'	L100(R)	S58°28'32"E	1742.00'		
L72(R)	S55°47'31"E	1742.00'	L101(R)	S51°38'55"E	1800.00'		

LINE TABLE				LINE TABLE			
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH		
L1	N01°55'58"W	14.51'	L23	S63°30'42"E	6.00'		
L2	N1°00'00"W	18.61'	L24	N1°34'54"W	0.21'		
L3	N0°20'28"E	22.41'	L25	N14°16'16"W	5.34'		
L4	N0°17'37"E	40.39'	L26	N1°34'54"W	34.78'		
L5	N0°04'30"W	78.73'	L27	S63°30'42"E	6.09'		
L6	N2°49'04"W	89.66'	L28	N85°44'51"W	43.58'		
L7	N6°38'27"W	10.51'	L29	S55°44'51"E	24.41'		
L8	N0°33'55"W	91.44'	L30	S55°44'51"E	0.12'		
L9	N5°21'30"W	15.68'	L31	N5°59'59"E	5.49'		
L10	N5°13'16"E	98.91'	L32	N74°23'38"E	34.52'		
L11	N1°22'51"E	10.11'	L33	N91°9'00"W	18.57'		
L12	N6°07'07"E	10.68'	L34	N91°9'00"W	21.43'		
L13	N10°46'22"E	95.92'	L35	N22°35'38"W	34.47'		
L14	N6°50'52"E	7.00'	L36	N22°35'38"W	5.53'		
L15	N11°47'27"E	59.67'	L37	N45°52'17"W	40.00'		
L16	N10°44'44"E	101.83'	L38	N45°26'26"W	17.69'		
L17	N13°32'47"E	92.28'	L39	N52°04'45"W	22.38'		
L18	N54°52'57"E	5.24'	L40	N55°44'51"W	40.00'		
L19	N12°34'43"E	105.28'	L41	N55°44'51"W	45.11'		
L20	N15°55'17"E	17.39'	L42	S33°16'30"W	0.33'		
L21	N23°44'22"E	103.48'	L43	S22°35'38"E	40.00'		
L22	N27°49'33"E	92.75'					

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C90	20.00'	91°30'10"	31.99'
C91	20.00'	92°03'49"	32.14'
C92	248.00'	137°41'51"	57.30'
C93	248.00'	131°16'38"	57.47'
C94	248.00'	131°16'38"	57.47'
C95	1667.00'	122°29'	40.00'
C96	1667.00'	122°29'	40.00'
C97	1667.00'	122°29'	40.00'
C98	1667.00'	122°29'	40.00'
C99	1667.00'	122°29'	40.00'
C100	1667.00'	122°29'	40.00'
C101	1667.00'	122°29'	40.00'
C102	1667.00'	117°39'	37.65'
C103	1615.00'	2°07'11"	59.75'
C104	1615.00'	1°55'43"	54.36'
C105	1667.00'	0°03'26"	1.66'
C106	1742.00'	122°45'	41.93'
C107	1742.00'	122°46'	41.94'
C108	1742.00'	122°46'	41.95'
C109	1742.00'	122°49'	41.97'
C110	1742.00'	122°50'	41.98'
C111	1742.00'	122°52'	41.99'
C112	1742.00'	122°53'	42.00'
C113	1742.00'	122°05'	41.59'
C114	1742.00'	118°56'	40.00'
C115	1742.00'	118°56'	40.00'
C116	1742.00'	119°02'	40.05'
C117	1742.00'	120°07'	40.60'
C118	20.00'	89°07'00"	31.07'
C119	300.00'	4°50'55"	25.39'
C120	300.00'	7°38'22"	40.00'
C121	300.00'	7°38'22"	40.00'
C122	300.00'	7°38'22"	40.00'
C123	274.00'	27°46'01"	132.79'
C124	300.00'	7°34'53"	39.70'
C125	352.00'	7°34'53"	46.58'
C126	402.00'	4°36'21"	34.33'
C127	527.00'	7°34'53"	66.42'
C128	528.00'	7°34'53"	69.86'
C129	20.00'	89°51'38"	31.37'
C130	1641.00'	117°45'	37.11'
C131	427.00'	0°35'21"	4.39'

CURVE TABLE				CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
C1	72.00'	235°24'	30.00'	C45	1667.00'	122°29'	40.00'
C2	72.00'	235°24'	30.00'	C46	1667.00'	122°29'	40.00'
C3	72.00'	17°31'55"	15.75'	C47	1667.00'	122°29'	40.00'
C4	502.00'	511°42'	45.52'	C48	1667.00'	122°29'	40.00'
C5	502.00'	273°11'	20.91'	C49	1667.00'	122°29'	40.00'
C6	150.00'	5°53'49"	15.44'	C50	1667.00'	122°29'	40.00'
C7	150.00'	132°21'00"	35.00'	C51	1667.00'	0°10'18"	5.00'
C8	76.00'	19°25'57"	25.78'	C52	1615.00'	114°35'	35.04'
C9	80.00'	19°17'35"	20.20'	C53	1615.00'	129°18'	41.95'
C10	427.00'	273°11'	17.78'	C54	1615.00'	129°18'	41.95'
C11	427.00'	258°31'	22.17'	C55	1615.00'	129°18'	41.95'
C12	427.00'	4°36'21"	34.33'	C56	1615.00'	129°18'	41.95'
C13	352.00'	4°36'21"	28.30'	C57	1615.00'	129°18'	41.95'
C14	352.00'	2°58'32"	18.28'	C58	1615.00'	129°18'	41.95'
C15	248.00'	8°40'40"	37.56'	C59	1615.00'	129°18'	41.95'
C16	20.00'	90°00'00"	31.42'	C60	1615.00'	129°18'	41.95'
C17	20.00'	90°00'00"	31.42'	C61	1615.00'	129°18'	41.95'
C18	72.00'	5°42'32"	7.17'	C62	1615.00'	129°18'	41.95'
C19	72.00'	235°24'	30.00'	C63	1615.00'	129°18'	41.95'
C20	20.00'	90°00'00"	31.42'	C64	20.00'	91°39'10"	31.99'
C21	20.00'	90°00'00"	31.42'	C65	98.00'	28°36'15"	48.93'
C22	72.00'	4°38'40"	5.84'	C66	98.00'	40°54'26"	69.97'
C23	72.00'	235°04'	28.92'	C67	554.00'	37°14'42"	32.51'
C24	72.00'	235°24'	30.00'	C68	554.00'	43°08'26"	40.04'
C25	72.00'	235°24'	30.00'	C69	554.00'	0°04'44"	0.76'
C26	72.00'	235°15'	29.57'	C70	20.00'	89°51'38"	31.37'
C27	1541.80'	154°37'	51.40'	C71	20.00'	86°56'02"	34.53'
C28	1541.80'	154°37'	51.40'	C72	1541.80'	108°01'	29.61'
C29	1742.00'	0°39'27"	19.99'	C73	1541.80'	129°18'	40.05'
C30	1742.00'	122°32'	41.82'	C74	1541.80'	129°18'	40.05'
C31	1742.00'	122°33'	41.83'	C75	1541.80'	129°18'	40.05'
C32	1742.00'	122°34'	41.84'	C76	1541.80'	129°18'	40.05'
C33	1742.00'	122°36'	41.85'	C77	1541.80'	129°18'	40.05'
C34	1742.00'	122°37'	41.86'	C78	1541.80'	129°18'	40.05'
C35	1742.00'	122°38'	41.88'	C79	1541.80'	144°21'	46.90'
C36	1742.00'	122°40'	41.89'	C80	1541.80'	146°52'	47.48'
C37	1742.00'	122°41'	41.90'	C81	1541.80'	133°14'	41.82'
C38	1742.00'	122°42'	41.91'	C82	1541.80'	116°34'	34.34'
C39	1742.00'	122°44'	41.92'	C83	46.00'	89°51'38"	72.14'
C40	1667.00'	122°29'	40.00'	C84	46.00'	89°51'38"	72.14'
C41	1667.00'	122°29'	40.00'	C85	150.00'	13°28'57"	35.30'
C42	1667.00'	122°29'	40.00'	C86	150.00'	15°35'20"	40.81'
C43	1667.00'	122°29'	40.00'	C87	150.00'	14°06'33"	36.94'
C44	1667.00'	122°29'	40.00'	C88	150.00'	7°03'52"	18.49'

# TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED  
 RECORDED ON 2023 AS INSTRUMENT NO. \_\_\_\_\_  
 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,  
 CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA  
 AUGUST, 2023



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SHEET 7 OF 8 SHEETS

JOB NO.: A21702

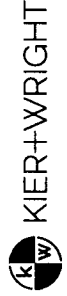
PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
EAGLES NEST LANE	4,543	0.1043
GOLDEN VALLEY PARKWAY	163,057	3.7433
INLAND PASSAGE WAY	46,556	1.0688
ORILLA STREET	49,633	1.1185
PARCEL E - PUBLIC PARK	117,298	2.6928
RIVER WALK PLACE	5,478	0.1258
SADLER OAK DRIVE	15,497	0.3558
SOARING DRIVE	8,962	0.2057
WATERFRONT WAY	31,577	0.7249

TRACT 4151 AREA SUMMARY		
AREA DESCRIPTION	AREA (SF)	AREA (ACRES)
95 RESIDENTIAL LOTS AND STREET DEDICATIONS	660,904	15.1723
PARCEL E - PUBLIC PARK	117,298	2.6928
TOTAL	778,202	17.8651

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
LOT 01	3,285	0.0754
LOT 02	3,000	0.0689
LOT 03	3,973	0.0912
LOT 04	6,550	0.1504
LOT 05	5,972	0.1371
LOT 06	4,035	0.0926
LOT 07	3,071	0.0705
LOT 08	3,092	0.0710
LOT 09	3,113	0.0715
LOT 10	3,133	0.0719
LOT 11	3,154	0.0724
LOT 12	3,174	0.0729
LOT 13	3,194	0.0733
LOT 14	3,214	0.0738
LOT 15	3,234	0.0743
LOT 16	3,254	0.0747
LOT 17	3,274	0.0752
LOT 18	3,294	0.0756
LOT 19	3,314	0.0761
LOT 20	3,333	0.0765
LOT 21	3,353	0.0770
LOT 22	3,372	0.0774
LOT 23	3,391	0.0778
LOT 24	3,410	0.0783
LOT 25	3,429	0.0788
LOT 26	3,448	0.0792
LOT 27	3,467	0.0796
LOT 28	3,486	0.0800
LOT 29	3,505	0.0804
LOT 30	3,524	0.0808
LOT 31	3,543	0.0812
LOT 32	3,562	0.0816
LOT 33	3,581	0.0820
LOT 34	3,600	0.0824
LOT 35	3,619	0.0828
LOT 36	3,638	0.0832
LOT 37	3,657	0.0836
LOT 38	3,676	0.0840
LOT 39	3,695	0.0844
LOT 40	3,714	0.0848

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
LOT 41	3,689	0.0847
LOT 42	3,689	0.0847
LOT 43	3,447	0.0791
LOT 44	3,000	0.0689
LOT 45	3,000	0.0689
LOT 46	3,000	0.0689
LOT 47	3,146	0.0722
LOT 48	3,227	0.0741
LOT 49	3,000	0.0689
LOT 50	3,435	0.0789
LOT 51	3,435	0.0789
LOT 52	3,435	0.0789
LOT 53	3,435	0.0789
LOT 54	3,435	0.0789
LOT 55	3,670	0.0843
LOT 56	3,317	0.0761
LOT 57	4,013	0.0921
LOT 58	6,376	0.1464
LOT 59	4,468	0.1030
LOT 60	3,555	0.0816
LOT 61	3,000	0.0689
LOT 62	3,000	0.0689
LOT 63	3,000	0.0689
LOT 64	3,000	0.0689
LOT 65	3,256	0.0747
LOT 66	3,117	0.0716
LOT 67	3,000	0.0689
LOT 68	3,000	0.0689
LOT 69	3,107	0.0713
LOT 70	3,454	0.0793
LOT 71	3,744	0.0860
LOT 72	4,237	0.0973
LOT 73	3,793	0.0871
LOT 74	3,416	0.0784
LOT 75	4,177	0.0959
LOT 76	3,000	0.0689
LOT 77	3,000	0.0689
LOT 78	3,000	0.0689
LOT 79	3,000	0.0689
LOT 80	3,000	0.0689

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
LOT 81	3,001	0.0689
LOT 82	3,015	0.0692
LOT 83	3,309	0.0760
LOT 84	3,674	0.0845
LOT 85	3,982	0.0917
LOT 86	5,033	0.1156
LOT 87	4,686	0.1078
LOT 88	4,245	0.0975
LOT 89	4,245	0.0975
LOT 90	4,245	0.0975
LOT 91	4,095	0.0940
LOT 92	3,658	0.0840
LOT 93	3,648	0.0837
LOT 94	3,396	0.0780
LOT 95	5,370	0.1233



2850 Collier Canyon Road  
Livermore, CA 94551  
Phone: (925) 245-8288  
www.kierwright.com

JOB NO.: A21702

7:2021\A21702\DWG\SURVEY\MAPPING\FINAL MAP\A21702-FM.dwg 8:09:23 10:41:00 AM c:\dwg

SHEET 8 OF 8 SHEETS

# TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED  
RECORDED ON \_\_\_\_\_ 2023 AS INSTRUMENT NO. \_\_\_\_\_  
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,

CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA  
AUGUST, 2023

## **EXHIBIT B**

### **CITY INSURANCE REQUIREMENTS**

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:
  - a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.
  - b. State that “the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.
  - c. Include a statement that, “the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage.” The above language can be included on the additional insured endorsement form or on a separate endorsement form.
  - d. The policy must contain a cross liability or severability of interest clause.
  - e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Denver CO Office 1900 16th Street, Suite 1000 Denver CO 80202 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>  		
<b>INSURED</b> D.R. Horton Bay, Inc. 3000 Executive Parkway Suite 100 San Ramon CA 94583 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Insurance Corporation		42404
	<b>INSURER B:</b> AIG Specialty Insurance Company		26883
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** 570101025093      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

							Limits shown as requested		
INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X	COMMERCIAL GENERAL LIABILITY			RMGGL1595449	07/01/2023	07/01/2024	EACH OCCURRENCE	\$5,000,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
								MED EXP (Any one person)	Excluded
								PERSONAL & ADV INJURY	\$5,000,000
								GENERAL AGGREGATE	\$5,000,000
								PRODUCTS - COMP/OP AGG	\$5,000,000
								SIR/Deductible	\$500,000
A		AUTOMOBILE LIABILITY			AS7-651-288173-033	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	
		OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
		UMBRELLA LIAB						EACH OCCURRENCE	
		EXCESS LIAB						AGGREGATE	
		DED							
		RETENTION							
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA765D288173013	07/01/2023	07/01/2024	X PER STATUTE	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)			AOS			OTH-ER	
		If yes, describe under DESCRIPTION OF OPERATIONS below			WC7651288173023	07/01/2023	07/01/2024	E L EACH ACCIDENT	\$1,000,000
					WI			E L DISEASE-EA EMPLOYEE	\$1,000,000
								E L DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Lathrop, elected officials, employees, agents and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lathrop  
 390 Towne Centre Drive  
 Lathrop CA 95330 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

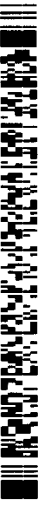
AUTHORIZED REPRESENTATIVE

*Aon Risk Insurance Services West, Inc.*

Holder Identifier :

570101025093

Certificate No :



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective: 12:01 A.M. 07/01/2023

Forms a part of Policy No.: **RMGGL 159-54-49**

Issued to D.R. Horton

By: **American International Specialty Lines Insurance Company**

**ADDITIONAL INSURED - - OWNERS, LESSEES OR CONTRACTORS (FORM B)**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name if Person or Organization:**

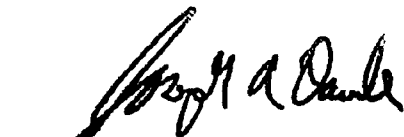
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**PRIMARY/NON-CONTRIBUTORY WORDING:**

IT IS AGREED THAT THIS POLICY IS PRIMARY AS RESPECTS ANY INSURANCE MAINTAINED BY THE ADDITIONAL INSURED AND THAT SUCH INSURANCE MAINTAINED BY THE ADDITIONAL INSURED IS EXCESS AND NON-CONTRIBUTORY WITH THIS POLICY AS RESPECTS TO WORK PERFORMED BY THE NAMED INSURED.



Authorized Representative or  
Countersignature (in states where  
required)

Policy Number AS7-651-288173-033

Issued By: Liberty Insurance Corp.

**SCHEDULE OF ADDITIONAL INSURED - LESSOR(S)**

The lessor is an additional insured according to the endorsement which applies in the state of leased vehicles garaging.

**Additional Insured - Lessor(s)**

Any lessor who has a written contract or agreement requiring you to provide primary coverage for the vehicle(s) specified in the lease.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ENDORSEMENT # 115**

This endorsement, effective: **12:01A.M. 07/01/2023**

Forms a part of Policy No.: **RMGGL 159-54-49**

Issued to: **D. R. Horton, Inc.**

By: **AIG Specialty Insurance Company**

**WAIVER OF SUBROGATION  
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms, conditions, and exclusions shall remain the same.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in New Jersey

### Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Colorado, Georgia, Idaho, Illinois, Mississippi, Nevada, New Mexico, Oklahoma, South Carolina, West Virginia, the premium charge is 0% of the total manual premium, subject to a minimum premium of \$0 per policy.

In the states of Florida, Iowa, Hawaii, Maryland, Oregon, the premium charge is 1% of the total manual premium subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of New York, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-65D-288173-013

Effective Date: 07/01/2023

Premium \$

Issued to: D.R. Horton, Inc.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT –  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250

Person or Organization

Where required by contract or written agreement prior to loss and allowed by law.

Job Description

Issued by Co 7 - Liberty Insurance Corporation

For attachment to Policy No. WA7-65D-288173-013

Premium \$

Effective Date 07/01/2023 Issued to D.R. Horton, Inc.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
<p>Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

**EXHIBIT C**

**TOTAL IMPROVEMENT ESTIMATE**

**Kier + Wright Civil Engineers & Surveyors, Inc.**  
**Engineer's Opinion of Probable Construction Cost - Onsite Improvements at Eagle's Landing**

Date: August 02, 2023 Prepared By: William Diaz

Project No.: A21702

<b>I</b>	<b>Surface Improvements</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	3" AC Paving	83,040	SF	\$2	\$166,080
2	11" Class II A.B.	83,040	SF	\$6	\$498,240
3	Curb and Gutter	5,447	LF	\$11	\$59,917
4	ADA Curb Ramp	6	EA	\$2,500	\$15,000
5	PCC Sidewalk	23,542	SF	\$12	\$282,504
6	PCC Driveway	9,025	SF	\$14	\$126,350
7	Landscape (Provided by KLA)	31,158	SF	\$6.60	\$205,643
8	Landscape Cobble (Provided by KLA)	5,037	SF	\$3	\$15,111
9	Irrigation POC (Provided by KLA)	0.3	EA	\$27,000	\$8,100
10	Signing & Striping	1	LS	\$7,500	\$7,500
	<b>Subtotal Surface Improvements</b>				<b>\$1,384,445</b>

<b>II</b>	<b>Utility Improvements</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	8" Sanitary Sewer (PVC C900)	2736	LF	\$28	\$76,608
2	6" Storm Drain (PVC C900)	9	LF	\$25	\$225
3	12" Storm Drain (PVC C900)	705	LF	\$32	\$22,560
4	18" Storm Drain (PVC POLYPROPYLENE)	2486	LF	\$44	\$109,384
5	24" Storm Drain (PVC POLYPROPYLENE)	977	LF	\$52	\$50,804
6	Hooded Inlet	20	EA	\$3,500	\$70,000
7	Field Drain Inlet	5	EA	\$4,000	\$20,000
8	Area Drain	8	EA	\$290	\$2,320
9	Storm Drain Manhole	5	EA	\$6,000	\$30,000
10	Storm Drain Cleanout	18	EA	\$315	\$5,670
11	Sanitary Sewer Manhole	11	EA	\$6,000	\$66,000
12	Public Fire Hydrant	9	EA	\$6,000	\$54,000
13	3" PVC Irrigation Service	850	LF	\$60	\$51,000
14	3" Irrigation BFP	1	EA	\$5,000	\$5,000
15	2" Meter - Irrigation	1	EA	\$5,000	\$5,000
16	8" Domestic Water Main (PVC C900)	2875	LF	\$90	\$258,750
17	Water meter - Domestic	95	EA	\$2,000	\$190,000
18	Gate Valve	20	EA	\$1,500	\$30,000
19	Sanitary Sewer Clean Outs	95	EA	\$315	\$29,925
20	Bioretention Field Inlet	1	EA	\$4,000	\$4,000
21	4" Perf Pipe	353	LF	\$25	\$8,825
22	8" SDFM (PVC C900)	890	LF	\$28	\$24,920
23	12" SDFM (PVC C900)	1,419	LF	\$50	\$70,950
24	Pump Station (East)	1	LS	\$170,000	\$170,000
25	Pump Station (West)	1	LS	\$80,000	\$80,000
26	Sanitary Sewer Lateral	95	EA	\$2,000	\$190,000
27	Water Service	95	EA	\$1,000	\$95,000
	<b>Subtotal Utility Improvements</b>				<b>\$1,720,941</b>

<b>III</b>	<b>Street Lighting</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	Electroliers	19	EA	\$3,200	\$60,800
	<b>Subtotal Street Lighting</b>				<b>\$60,800</b>
<b>IV</b>	<b>Misc</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	Bioretention Basin	7,296	SF	\$35.00	\$255,360
	<b>Subtotal Misc</b>				<b>\$255,360</b>
<b>V</b>	<b>Site Demolition and Rough Grading</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	Remove Utility lateral (15" SD)	30	LF	\$100	\$3,000
2	Clearing & Grubbing (Assumed 12" Depth)	23,500	CY	\$0.5	\$11,750
3	Demolish Ex. Structure	1	LS	\$10,000	\$10,000
4	Construction Fencing w/ Fabric	2,500	LF	\$30	\$75,000
5	Stabilized Construction Entrance	2	EA	\$1,000	\$2,000
6	Erosion Control	1	LS	\$20,000	\$20,000
7	Rough Grading (On-Site)	20,500	CY	\$5	\$102,500
	<b>Subtotal Site Demolition and Preparation</b>				<b>\$224,250</b>
<b>Grand Total (Rounded to the Nearest \$100):</b>					<b>\$3,645,800</b>

**Notes**

1. The above estimate is based on improvement plans dated 06/16/2023.
2. The estimate covers only the civil portion of work and does not cover the associated costs for: architecture, landscaping, mechanical, traffic engineering, environmental, geotechnical or joint trench unless listed in the estimate unless otherwise noted.
3. The estimate is for bonding purposes only and the unit costs may vary from contractor to contractor, depending on their means and methods.
4. This estimate does not include park landscaping and park amenities.

**EXHIBIT D**

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION  
COSTS FOR GOLDEN VALLEY PARKWAY**





**Kier + Wright Civil Engineer & Surveyors, Inc.**  
**Engineer's Opinion of Probable Construction Costs**  
**Golden Valley Parkway**

Date: 07/24/2023 Prepared By: William Diaz

Project No.: A21702

No.	Civil	Quantity	Unit	Unit Cost	Total Cost
1	PCC Sidewalk	11,400	SF	\$12.00	\$136,800
2	Curb & Gutter	1,500	LF	\$45.00	\$67,500
3	3.5" Asphalt Pavement	20,000	SF	\$3.00	\$60,000
4	13" Class II AB	20,000	SF	\$4.00	\$80,000
5	18" Storm Drain RCP	1,500	LF	\$250.00	\$375,000
6	Hooded Inlet	5	EA	\$3,500.00	\$17,500
7	Storm Drain Manhole	1	EA	\$6,000.00	\$6,000
8	Electrolier (200' O.C.)	8	EA	\$5,000.00	\$40,000
<b>Subtotal Civil</b>					<b>\$782,800</b>

No.	Demolition	Quantity	Unit	Unit Cost	Total Cost
9	Demolition of Existing Storm Drain AC Pavement and AC Berms	1	LS	\$2,000	\$2,000
10	Clearing & Grubbing Landscape	83,000	SF	\$0.50	\$41,500
<b>Subtotal Demolition</b>					<b>\$43,500</b>

No.	BY OTHERS	Quantity	Unit	Unit Cost	Total Cost
11	Signing & Striping	1	LS	\$10,000	\$10,000
12	Dry Utility Routing	1,500	LF	\$250	\$375,000
13	Traffic Signal Improvements	1	LS	\$250,000	\$250,000
<b>SUBTOTAL BY OTHERS</b>					<b>\$635,000</b>

**Grand Total Construction: \$1,461,300**

(Rounded to the nearest \$100)

- 1 The above estimate is based on Golden Valley Parkway Schematic Plans dated 11/23/22.
- 2 The estimate covers only the civil portion of work and does not cover the associated costs for: Traffic engineering, enviromental, geotechnical or joint trench, unless listed in the estimate.
- 3 The estimate is for bonding purposes and the unit costs may vary from contractor to contractor, depeneding on their means and methods.

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAP  
(FINAL MAP 4151)**

August 14, 2023

**Via Email**

Jules Fulop  
First American Title Company  
4750 Willow Rd., Suite 275  
Pleasanton, CA 94588  
Email: [jfulop@firstam.com](mailto:jfulop@firstam.com)

**Re: Recordation of Final Map 4151; Escrow #4151MAP**

Dear Jules:

This letter constitutes the joint escrow instructions ("*Escrow Instructions*") of D.R. Horton BAY, Inc., a Delaware corporation ("*DRH*") and the City of Lathrop ("*City*") in connection with the above-referenced escrow ("*Escrow*"). The Escrow was opened in connection with recordation of the above-referenced final map ("*Final Map*"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "*Transaction*." First American Title Company is referred to as "you" or "*FATCO*."

**A. Date for Closing**

The Final Map will be recorded at the time designated by DRH as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2023, at the time designated in writing by DRH, subject to satisfaction of the conditions set forth below ("*Closing*"). If the Final Map has not been recorded by December 31, 2023, FATCO will return the Final Map to the City.

**B. Documents to be Delivered and Recordation Documents**

In connection with the Transaction, you have in your possession or will receive the following documents from City and DRH for recordation in the Official Records of San Joaquin County, California ("*Official Records*").

- B.1. One original Final Map for Tract 4151, executed and acknowledged by the City and DRH (provided to FATCO by City).
- B.2. One copy of executed sewer allocation sheet.
- B.3. One copy of executed water allocation sheet.

The documents listed in Item B.1 above are referred to as the "*Recordation Documents*." The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

**C. Funds and Settlement Statement**

You also have received, or will receive from DRH, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAP  
(FINAL MAP 4151)**

settlement statement prepared by you and approved in writing by both DRH and City (“*Settlement Statement*”): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of DRH.

- Funds to be wire transferred directly to the City, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows:
  1. The amount of **\$59,866.72**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding DRH at Lathrop (as amended “*Sierra Club Agreement*”), constituting the amount of **\$3,352.00** multiplied by 17.86 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map.
  2. The amount of **\$346,037.50**, payable to the City for the purchase of surface water capacity, constituting the amount of **\$15.50** multiplied by 22,325 gallons per day included in the Final Map, is to be transferred to the City upon recordation of the Final Map.
  3. The amount of **\$512,658**, payable to the City pursuant to that certain Transfer Agreement Regarding Wastewater Capacity (referred to as “*Wastewater Treatment Capacity Transfer Agreement*”), constituting the amount of **\$29.98** multiplied by 17,100 gallons per day included in the Final Map, is to be transferred to the City upon recordation of the Final Map.
  4. The amount of **\$1,461,300**, payable to the City pursuant to that certain Subdivision Improvement Agreement (referred to as “*SIA*”), is to be transferred to the City upon recordation of the Final Map.

The City’s wire instructions are set forth below. The amounts set forth in Section C are referred to as the “*Closing Funds*.”

**D. Closing Requirements**

When the following has occurred, you are authorized to close the Escrow at the time and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Michael Mandell (mdmandell@drhorton.com); (b) Brad Taylor (btaylor@ci.lathrop.ca.us); (c) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (d) Sandra Lewis (slewis@ci.lathrop.ca.us); and (e) Bellal Nabizadah (bnabizadah@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Michael Mandell and Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAP  
(FINAL MAP 4151)**

D.3. The Recordation Documents have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of FATCO with authority to bind FATCO, by email transmission to Michael Mandell and Brad Taylor at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Michael Mandell and Brad Taylor to record the Recordation Documents and complete the Transaction.

**E. Closing Process and Priorities**

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Documents to be recorded;

E.2. Record the Recordation Documents in the Official Records;

E.3. Pay the costs associated with the Transaction;

E.4. Refund any funds delivered to you by DRH that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

D.R. Horton BAY, Inc.  
3000 Executive Parkway, Suite 100  
San Ramon, CA 94588  
Attn: Michael Mandell

E.5. Notify (a) Michael Mandell (mdmandell@drhorton.com); (b) Brad Taylor (btaylor@ci.lathrop.ca.us); (c) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (d) Sandra Lewis (slewis@ci.lathrop.ca.us); and (e) Bellal Nabizadah (bnabizadah@ci.lathrop.ca.us) of the completion of the Transaction;

E.6. Within five (5) business days after the Recordation Date, deliver to: (1) Michael Mandell, D.R. Horton BAY, Inc., 3000 Executive Parkway, Suite 100, San Ramon, CA 94588; and (2) Brad Taylor, City Engineer, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

(A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAP  
(FINAL MAP 4151)**

(B) a certified copy of the final Settlement Statement.

**F. Additional Instructions**

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions below and returning it to both of the undersigned.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

\_\_\_\_\_  
Stephen J. Salvatore                      Date  
City Manager  
City of Lathrop

\_\_\_\_\_  
Michael Mandell                      Date  
Vice President  
D.R. Horton BAY, Inc.

**JOINT ESCROW INSTRUCTIONS  
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ESCROW INSTRUCTIONS

ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from DRH and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of FATCO, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to DRH and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of FATCO.

First American Title Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_