

## ITEM 4.14

### CITY MANAGER'S REPORT JUNE 10, 2024 CITY COUNCIL REGULAR MEETING

**ITEM:**                               **APPROVE FINAL MAP AND SUBDIVISION  
IMPROVEMENT AGREEMENT FOR 66 LOTS IN TRACT  
3225 WITHIN THE MOSSDALE LANDING AREA**

**RECOMMENDATION:**   **Adopt Resolution Approving Final Map for Tract 3225  
within the Mossdale Landing Area, Totaling 66 Single  
Family Lots and Subdivision Improvement  
Agreement with K. Hovnanian Homes Northern  
California, Inc.**

---

#### **SUMMARY:**

The proposed Final Map for Tract 3225, included as Attachment "C", will subdivide the 13.26 acre S1 Pond parcel in the Mossdale Landing area. K. Hovnanian Homes Northern California, Inc. (KHOV) is proposing 66 single family lots. A Vicinity Map is included at Attachment "B".

Staff recommends that the City Council approve the proposed Final Map for Tract 3225 and a Subdivision Improvement Agreement (SIA), included as Attachment "D", with KHOV by Resolution included as Attachment "A".

#### **BACKGROUND:**

On January 27<sup>th</sup>, 2003, Council and Planning Commission approved the Mossdale Landing Project entitlements, which included the compliance with California Environmental Quality Act (CEQA) and adoption of Urban Design Concept (UDC), Vesting Tentative Subdivision Map (VTM) for Tract 3142, VTM for Tract 3225, and a Development Agreement (DA) for the Mossdale Landing Project. The land for the proposed Final Map for Tract 3225 is within the geographic boundaries of the VTM.

The developer, Lathrop Mossdale Investors, LP (LMI), was required to use the low density residential area of Tract 3225 as a recycled water storage pond (S1) until a river discharge permit was obtained from the Regional Water Quality Control Board (RWQCB). LMI retained reversionary rights to the land of S1 to regain the title to the land when alternative means of disposal of recycled water were funded by LMI.

LMI agreed to fund a portion of the Surface Water Discharge Project for the pro-rata share of the S1 pond. On January 8, 2024, Council approved the Project Funding Agreement with LMI and a quitclaim deed to transfer ownership of the S1 property to KHOV at the request of LMI.

**CITY MANAGER’S REPORT** **PAGE 2**  
**JUNE 10, 2024 CITY COUNCIL REGULAR MEETING**  
**APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR**  
**66 LOTS IN TRACT 3225 WITHIN THE MOSSDALE LANDING AREA**

KHOV is now requesting Council to approve the Final Map for Tract 3225. As required by the Lathrop Municipal Code Chapter 16.16, all final maps must include an SIA to guarantee specific offsite and onsite improvements.

The total estimated cost of the improvements for Tract 3225 is \$2,919,400. Performance and labor & material securities have been provided to the City with the proposed SIA in the amount of:

|                                                    |             |
|----------------------------------------------------|-------------|
| Improvement Total:                                 | \$3,437,412 |
| Performance Bond (150% of Unfinished Improvements) | \$5,156,118 |
| Labor & Materials Bond (50% of Performance Bond)   | \$2,578,059 |

The SIA also guarantees the construction of the improvements along McKee Boulevard, Brookhurst Boulevard, and Golden Valley Parkway.

Tract 3225 was annexed into a Community Facilities District (CFD) for maintenance purposes with the approval of the VTM.

Potential Council acceptance of the public improvements will be processed by staff at a later date when the improvements are completed. Prior to acceptance, KHOV will be required to provide a one (1) year warranty bond.

As a precondition to record the Final Map, KHOV must satisfy the Escrow Instructions, included as Attachment “E”, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

**REASON FOR RECOMMENDATION:**

KHOV has fulfilled all of the requirements of the City’s subdivision ordinance 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                 |
| 6. Allocation of Water and Sewer capacity documents                                | To be provided in escrow |
| 7. Escrow Instructions                                                             | Received                 |

**CITY MANAGER’S REPORT** **PAGE 3**  
**JUNE 10, 2024 CITY COUNCIL REGULAR MEETING**  
**APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR**  
**66 LOTS IN TRACT 3225 WITHIN THE MOSSDALE LANDING AREA**

| <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 |

**FISCAL IMPACT:**

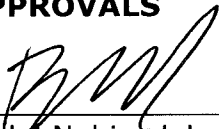
There is no fiscal impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the CFD.

**ATTACHMENTS:**

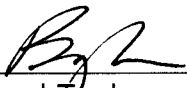
- A. Resolution Approving Final Map for Tract 3225 within the Mossdale Landing Area, Totaling 66 Single Family Lots and Subdivision Improvement Agreement with K. Hovnanian Homes Northern California, Inc.
- B. Vicinity Map – Tract 3225
- C. Draft Final Map - Tract 3225
- D. Subdivision Improvement Agreement with K. Hovnanian Homes Northern California, Inc. for Final Map Tract 3225
- E. Escrow Instructions – Final Map 3225

**CITY MANAGER'S REPORT**  
**JUNE 10, 2024 CITY COUNCIL REGULAR MEETING**  
**APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR**  
**66 LOTS IN TRACT 3225 WITHIN THE MOSSDALE LANDING AREA**


**APPROVALS**

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

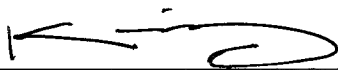
5/23/24  
Date

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

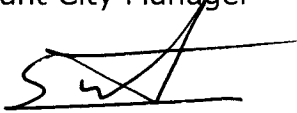
5/24/2024  
Date

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

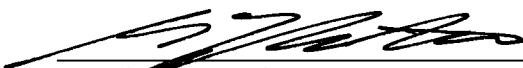
6/3/2024  
Date

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

5.31.2024  
Date

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

5-29-2024  
Date

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

6.5.24  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 3225 WITHIN THE MOSSDALE LANDING AREA, TOTALING 66 SINGLE FAMILY LOTS AND SUBDIVISION IMPROVEMENT AGREEMENT WITH K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC.**

**WHEREAS**, on January 27th, 2003, Council and Planning Commission approved the Mossdale Landing Project entitlements, which included the compliance with California Environmental Quality Act (CEQA) and adoption of Urban Design Concept (UDC), Vesting Tentative Subdivision Map (VTM) for Tract 3142, VTM for Tract 3225, and a Development Agreement (DA) for the Mossdale Landing Project; and

**WHEREAS**, the land for the proposed Final Map for Tract 3225 is within the geographic boundaries of the VTM; and

**WHEREAS**, the developer, Lathrop Mossdale Investors, LP (LMI), was required to allow the City to use the low density residential area of Tract 3225 as a recycled water storage pond (S1) until alternative means of disposal of recycled water were available; and

**WHEREAS**, LMI retained reversionary rights to the land of S1 to regain the title to the land when the pond is no longer needed by the City as a storage pond; and

**WHEREAS**, LMI agreed to fund a portion of the Surface Water Discharge Project for the pro-rata share of the S1 pond; and

**WHEREAS**, on January 8, 2024, Council approved the Project Funding Agreement with LMI and a quitclaim deed to transfer ownership of the S1 property to K. Hovnanian Homes Northern California, Inc. (KHOV), at the request of LMI; and

**WHEREAS**, staff received a request from KHOV to process the Final Map for Tract 3225; 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; and

**WHEREAS**, performance and labor & material securities have been provided with the proposed SIA for Tract 3225 that guarantee the onsite and offsite subdivision improvements for Tract 3225, in the amount as follows:

|                                                    |             |
|----------------------------------------------------|-------------|
| Improvement Total:                                 | \$3,437,412 |
| Performance Bond (150% of Unfinished Improvements) | \$5,156,118 |
| Labor & Materials Bond (50% of Performance Bond)   | \$2,578,059 |

; and

**WHEREAS**, the SIA also guarantees the construction of the improvements along McKee Boulevard, Brookhurst Boulevard and Golden Valley Parkway; and

**WHEREAS**, Tract 3225 was annexed into a Community Facilities District (CFD) for maintenance purposes with the approval of the VTM; and

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

**WHEREAS**, KHOV must satisfy the Escrow Instructions, included as Attachment "E" to the City Manager's Report that accompanies this Resolution, by depositing necessary sums to guarantee the payment of all fees and providing required documents; and

**WHEREAS**, there is no fiscal impact to the City because all costs are covered by development fees and the City's maintenance and operating costs for the future public improvement will be paid by the CFD that has been established with the VTM.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lathrop that approves the following:

1. The Final Map for Tract 3225 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office subject to the K. Hovnanian Homes Northern California, Inc.'s completion of requirements of the escrow instructions.
2. The proposed Subdivision Improvement Agreement with K. Hovnanian Homes Northern California, 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 June 10, 2024 staff report.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 10<sup>th</sup> day of June 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

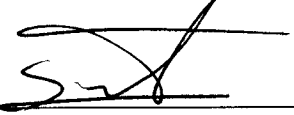
ABSENT:

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

06-04-2024 12:40pm Colette L'Heureux P:\25225\DESIGN\EXH-D\MAPPOST-TRACT 3225 VICINITY MAP.DWG



SCALE: 1" = 400'



**MACKAY & SOMP'S**  
ENGINEERS PLANNERS SURVEYORS  
5142B FRANKLIN DR. PLEASANTON, CA 94588  
(925) 225-0890



OWNER'S STATEMENT:

THE UNDERSIGNED, DOES HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DESCRIBED AND EMBODIED WITHIN THE DISTINGUISHING BORDER OF THE HERIN EMBODIED MAP...

1. THE REAL PROPERTY DESIGNATED ON SAID MAP AS APPLE GROVE AVENUE, PEARL HOUSE ROAD, PEACH HOLLOW WAY, AND WEATHERSVANE DRIVE FOR PUBLIC RIGHT OF WAY PURPOSES.

2. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, REPAIR AND MAINTAIN FOUNDATION, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP MARKED WALL EASEMENT (WE).

3. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, REPAIR AND MAINTAIN CABLES, PIPES, AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP MARKED PUBLIC UTILITY EASEMENT (PUE).

4. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, REPAIR AND MAINTAIN LANDSCAPING, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP MARKED LANDSCAPE EASEMENT (LE).

THIS MAP SHOWS ALL EASEMENTS OF RECORD ON THE PREMISES

OWNER: K-HOMANIAN HOMES NORTHERN CALIFORNIA, INC. A CALIFORNIA CORPORATION

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

DATE: \_\_\_\_\_

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 } SS

COUNTY OF \_\_\_\_\_ } SS

ON \_\_\_\_\_ 2024, BEFORE ME \_\_\_\_\_ A NOTARY PUBLIC, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT...

WITNESS MY HAND: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_ PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_ COMMISSION EXPIRES: \_\_\_\_\_ COMMISSION # OF NOTARY: \_\_\_\_\_

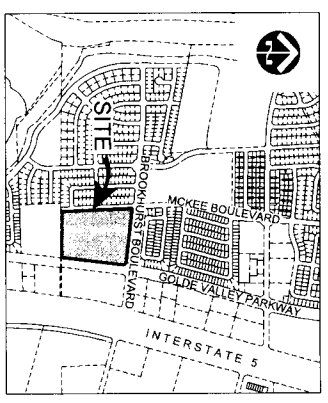
TRACT NO. 3225

SUBDIVISIONS OF SAN JOAQUIN COUNTY MOSSDALE LANDING - NEIGHBORHOOD 12

SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN

MAGKAY & SOMPS ENGINEERS PLANNERS SURVEYORS 51428 FRANKLIN BL. SUITE B PLEASANTON, CA 94588 (925)225-0690

APRIL 2024



SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY MADE IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF \_\_\_\_\_ IN JUNE, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP 1 FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS NOTICED BEFORE SAID FINAL MAP...

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024. IAN BRUCE MACDONALD LS NO 8817



RIGHT TO FARM STATEMENT:

PER CITY OF LATHROP CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, 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 ADVISED THAT THE PROPERTIES YOU ARE PURCHASING MAY BE ZONED OR DISCONTIGUOUS TO OTHER AGRICULTURAL ACTIVITIES, INCLUDING HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, SPRAYING, IRRIGATION, PRUNING, AND ANIMALS FROM DEPREDATION, 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 PROPERTIES. IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL, AND NECESSARY ASPECTS OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

STATEMENT OF SOILS REPORT:

A SOILS REPORT ENTITLED "HARRIS PROPERTY, LATHROP, CALIFORNIA, GEOTECHNICAL ENGINEERING REPORT" HAS BEEN PREPARED AND THE LETTER OF THIRD PARTY RELIANCE, DATED DECEMBER 13, 2023, ARE ON FILE WITH THE CITY OF LATHROP.

CITY SURVEYOR'S STATEMENT:

I, DARRYL ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT NO. 3225 SUBDIVISIONS OF SAN JOAQUIN COUNTY, MOSSDALE LANDING NEIGHBORHOOD 12 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024. DARRYL ALEXANDER, LS NO. 5071



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 MAP OF TRACT NO. 3225, SUBDIVISIONS OF SAN JOAQUIN COUNTY, MOSSDALE LANDING - NEIGHBORHOOD 12 AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THE VESTING TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF HAVE BEEN APPROVED BY THE CITY ENGINEER AND ARE APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024. BRAD R. TAYLOR, P.E. 32823



CITY CLERK'S STATEMENT:

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, CALIFORNIA, DO HEREBY STATE THAT THE HERIN EMBODIED MAP ENTITLED TRACT NO. 3225 SUBDIVISIONS OF SAN JOAQUIN COUNTY, MOSSDALE LANDING - NEIGHBORHOOD 12 CONSISTING OF FOUR (4) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING HEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, AND ADOPTED SAID MAP AND AUTHORIZED ITS RECORDATION AND DO HEREBY ACCEPT ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL EASEMENTS, ABUTTERS RIGHTS, AND WATER RIGHTS, AND ACCEPT APPROVEMENTS BEING COMPLETED, 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 \_\_\_\_\_ 2024.

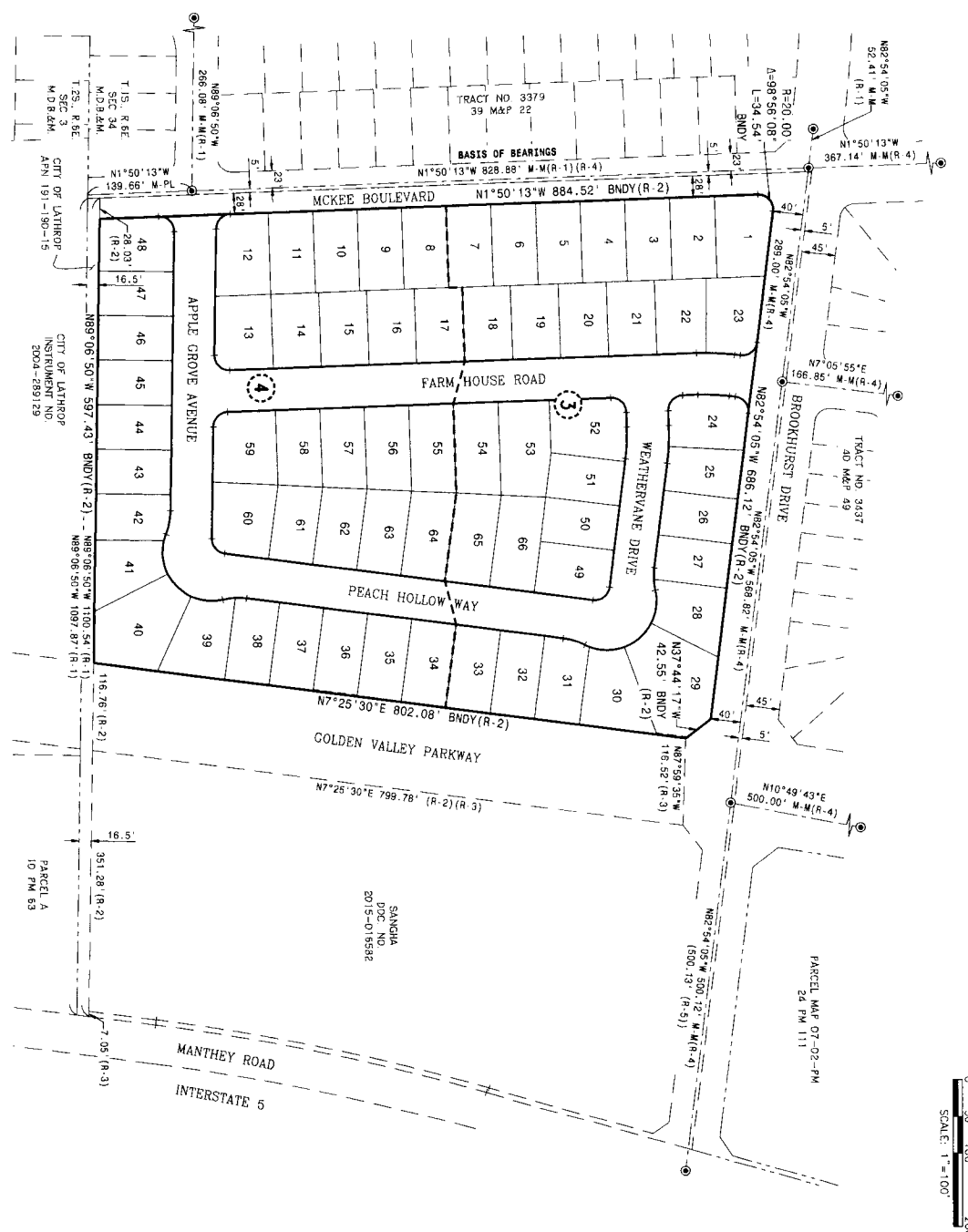
TERESA VARGAS CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP COUNTY OF SAN JOAQUIN STATE OF CALIFORNIA

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT:

THIS MAP CONFORMS TO THE VESTING TENTATIVE TRACT MAP NO. 3225 APPROVED BY THE PLANNING COMMISSION ON THE \_\_\_\_\_ 2024.

RICHARD CADUAT SECRETARY OF THE PLANNING COMMISSION COMMUNITY DEVELOPMENT DIRECTOR COUNTY RECORDER'S STATEMENT: FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ MAPS AND PLATS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_ FEE: \$ \_\_\_\_\_

STATE: I, BERTOLARDES \_\_\_\_\_ ASSISTANT/DEPUTY RECORDER SAN JOAQUIN COUNTY, CALIFORNIA SHEET 1 OF 4 3225-BES



**NOTES:**

- ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
- TRACT 3225, MOSSDALE LANDING - NEIGHBORHOOD 12 CONTAINS 66 RESIDENTIAL LOTS, CONTAINING 13.26 ACRES, MORE OR LESS INCLUDING THE ROADWAY THAT IS BEING DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREIN.

**REFERENCES:**

- (R-1) TRACT NO. 3379, MAPS & PLANS BK. 39, PG. 22, S.J.C.R.
- (R-2) DDC NO. 2003-292238, S.J.C.R.
- (R-3) DDC NO. 2003-292238, S.J.C.R.
- (R-4) TRACT NO. 3453, MAPS & PLANS BK. 40, PG. 49, S.J.C.R.

**BASIS OF BEARINGS:**

THE BEARING NORTH 01°50'30" WEST BETWEEN THE FOUND MONUMENTS ON MCKEE BOULEVARD AS SHOWN ON TRACT 3379, IN BOOK 39 OF MAPS AND PLANS, AT PAGE 22, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

**TRACT NO. 3225**

SUBDIVISIONS OF SAN JOAQUIN COUNTY  
MOSSDALE LANDING - NEIGHBORHOOD 12

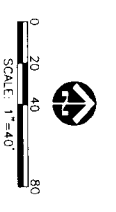
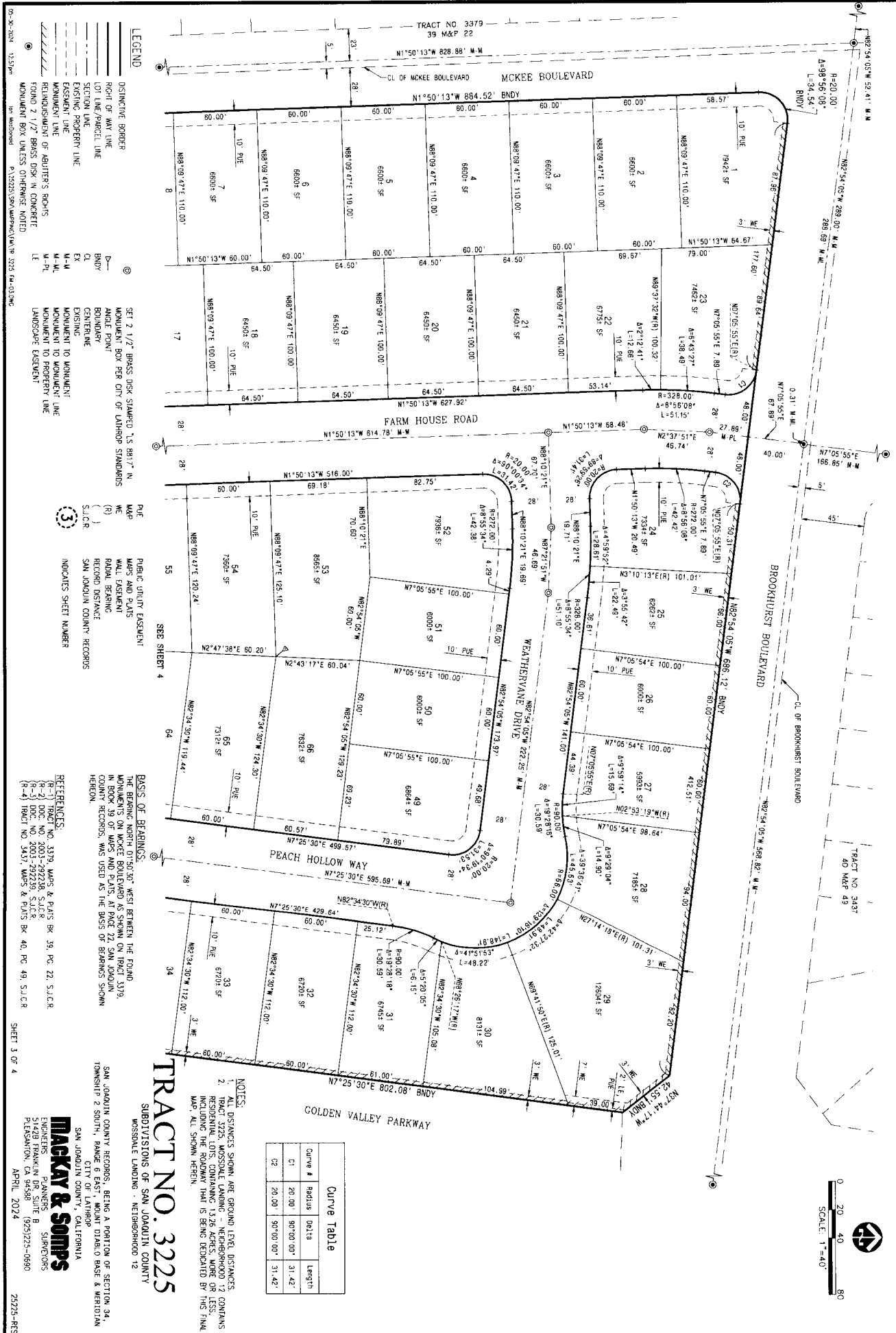
SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 34,  
TOWNSHIP 2 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN

SAN JOAQUIN COUNTY, CALIFORNIA  
CITY OF LATHROP  
ENGINEERS AND ARCHITECTS  
MACKAY & SOMPS  
5409 S. RAVEN DR. SUITE 8  
PLEASANTON, CA 94588 (925)225-0890

APRIL 2024

SHEET 2 OF 4

25225-RES



| Curve Table |        |           |        |
|-------------|--------|-----------|--------|
| Curve #     | Radius | Delta     | Length |
| C1          | 20.00' | 90°00'00" | 31.42' |
| C2          | 20.00' | 90°00'00" | 31.42' |

# TRACT NO. 3225

SUBDIVISIONS OF SAN JOAQUIN COUNTY  
MOSSBALE LANDING - NEIGHBORHOOD 12

**NOTES:**

- ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
- TRACT 3225, MOSSBALE LANDING - NEIGHBORHOOD 12 CONTAINS 66 RESIDENTIAL LOTS, COMPREHENSIVE 13.26 ACRES, MORE OR LESS, INCLUDING THE ROADWAY THAT IS BEING DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREIN.

**LEGEND**

- DISTINGUISHING BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- SECTION LINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- MONUMENT LINE
- REINFORCEMENT OF RIGHT OF WAY ROADS
- FOUND 2 1/2" BRASS DISK IN CONCRETE
- MONUMENT BOX UNLESS OTHERWISE NOTED

**POLE**

- SET 2 1/2" BRASS DISK STAMPED "S 8817" N
- MONUMENT BOX PER CITY OF LATHROP STANDARDS
- BOUNDARY
- CENTERLINE
- EXISTING
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- LAOSPAE EASEMENT

**INDICATES SHEET NUMBER**

**REFERENCES:**

- (R-1) TRACT NO. 3379, MAPS & PLATS BR. 39, PG. 22, S.J.C.R.
- (R-2) LOC. NO. 2001-527286, S.J.C.R.
- (R-3) LOC. NO. 2001-527286, S.J.C.R.
- (R-4) TRACT NO. 3437, MAPS & PLATS BR. 40, PG. 49, S.J.C.R.

**BASES OF BEARINGS:**

- ALL BEARINGS SHOWN ARE TRUE BEARINGS.
- MONUMENTS TO MCKEE BOULEVARD AS SHOWN ON TRACT 3379, IN BOOK 39 OF MAPS AND PLATS, AT PAGE 22, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREIN.
- SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 4 EAST, DUBLIO BASSE & WRIGHTSON SAN JOAQUIN COUNTY, CALIFORNIA

**DATE:** APRIL 2024

**ENGINEERS:** 51428 FRANKLIN DR. SUITE B  
**PLANNERS:** PLEASANTON, CA 94588 (925)225-0690  
**SURVEYORS:**

**MACKAY & SOMPS**

25225-RES

06-26-2024 1:52 PM  
P:\3225\3225\WORKING\MAP 3225 14-01.DWG  
for: Worksheet



**TRACT NO. 3225**

SUBDIVISIONS OF SAN JOAQUIN COUNTY  
 MISSISSAUGE LANDING - NEIGHBORHOOD 12

**LEGEND**

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- SECTION LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- MONUMENT LINE
- REINFORCEMENT OF ABUTTER'S RIGHTS
- ROUND 7 1/2" BRASS DISK IN CONCRETE
- MONUMENT 800 UNLESS OTHERWISE NOTED
- SET 7 1/2" BRASS DISK STAMPED 13 8817" IN
- MONUMENT 800 PER CITY OF LATHROP STANDARDS
- PARCEL FROM
- BOUNDARY
- EXISTING
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- LANDSCAPE EASEMENT
- LE
- MAP
- WALL EASEMENT
- WE
- WE
- RADIAL BEARING
- RECORD DISTANCE
- SAN JOAQUIN COUNTY RECORDS
- S.C.R.

**NOTES:**

- ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
- TRACT 3225, MISSISSAUGE LANDING - NEIGHBORHOOD 12 CONTAINS 66 RESIDENTIAL LOTS CONTAINING 1,126 ACRES, MORE OR LESS, INCLUDING THE ROADWAY THAT IS BEING DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREIN.

**REFERENCES:**

- (R-1) TRACT NO. 3379, MAPS & PLATS BK. 39, PG. 22, S.J.C.R.
- (R-2) DOC. NO. 2003-292228, S.J.C.R.
- (R-3) DOC. NO. 2003-292229, S.J.C.R.
- (R-4) TRACT NO. 3437, MAPS & PLATS BK. 40, PG. 49, S.J.C.R.

**BASIS OF BEARINGS:**

THE BEARING NORTH 01°50'30" WEST BETWEEN THE FOUND MONUMENTS ON MCKEE BOULEVARD AS SHOWN ON TRACT 3379, N BOUND 39 OF MAPS AND PLATS AS SHOWN ON TRACT 3379, COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

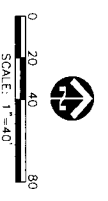
**3** INDICATES SHEET NUMBER

SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 34,  
 TOWNSHIP 2 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN

SAN JOAQUIN COUNTY, CALIFORNIA

**Mackay & Somp**  
 ENGINEERS AND PLANNERS  
 1000 S. MARKET STREET, SUITE 8  
 PLEASANTON, CA 94586 (925)225-6990

APRIL 2024



**CITY OF LATHROP**  
**SUBDIVISION IMPROVEMENT AGREEMENT**  
**MARIPOSA – TRACT 3225**  
**K. HOVNIANIAN HOMES NORTHERN CALIFORNIA, INC.**

This Subdivision Improvement Agreement (“*Agreement*”) is made and entered into this **10<sup>th</sup> day of June, 2024** (“*Effective Date*”), by and between the CITY OF LATHROP, a municipal corporation of the State of California (“*CITY*”) and K. Hovnianian Homes Northern California, Inc., a California Corporation (“*SUBDIVIDER*”), regarding APN: 191-19-032 located within the City of Lathrop (“*PROPERTY*”).

**RECITALS**

- A. On January 27<sup>th</sup> 2003, CITY approved Vesting Tentative Map for Tract 3225 (**VTM**) to create 66 residential lots on 13.26 acres of land.
- B. SUBDIVIDER intends to record one Final Map for Tract 3225 to complete the Mariposa Subdivision, as shown in Exhibit “A” (hereinafter “**Final Map**”). The land for the proposed Final Map is within the geographic boundaries of VTM.
- 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.

### **AGREEMENT**

NOW, THEREFORE, in consideration of CITY’S pending (1) approval of the Final Map on June 10, 2024, and subsequent recordation; (2) approval of Improvement Plans in accordance with the terms of this Agreement and all applicable laws and regulations, the parties hereto mutually covenant and agree as follows:

1. 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.

2. SUBDIVIDER shall complete, and CITY shall have accepted all Improvements by June 10, 2025, 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.

3. 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.

4. 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.

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

6. 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 of SUBDIVIDER'S groundwater rights associated therewith, if any, to CITY via the Final Map.

7. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 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 CITY a Warranty Bond in the amount equal to 10% of the final construction cost (Cost x 10%) for the Improvements for Tract 3225 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.

8. 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 to complete and/or repair, replace, or reconstruct the Improvements, even if SUBDIVIDER subsequently completes the work.

9. 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.

10. 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**

|                                                               |             |
|---------------------------------------------------------------|-------------|
| Improvement Total                                             | \$3,437,412 |
| Performance Bond Value (150% of Unfinished Improvement Total) | \$5,156,118 |
| Labor & Materials Bond Value (50% of Performance Bond Value)  | \$2,578,059 |

11. SUBDIVIDER shall construct or cause to be constructed at its sole cost and expense the offsite improvements required by the Tract 3225 COA’s of the VTM. SUBDIVIDER shall obtain or cause to be obtained an encroachment permit, prior to commencing any work in the City Right-of-Way, from City for the improvements listed in subsection “a”, and “b” below. The guarantees for the offsite improvements shall be included with the guarantees of the Project shown in Table 1 above. The offsite improvements include, but are not limited to, completion of the following offsite improvements (hereinafter collectively referred to as “Offsite Improvements”):

- a. Brookhurst Boulevard and Golden Valley Parkway Improvements: The applicant shall repair any existing pavement if determined to need maintenance by the City Engineer, install landscaping and irrigation, and repair any concrete sidewalks or curb ramps along the frontage of the Project that are not compliant with current ADA and City Standards.
- b. McKee Boulevard Improvements: The applicant shall repair any existing pavement

if determined to need maintenance by the City Engineer, construct curb, gutter, sidewalk, and install landscaping along the frontage of the Project.

12. As required by COA No. 53 of the VTM that runs with the PROPERTY, SUBDIVIDER is required to complete or guarantee all required traffic signals, off-site street improvements and interchange improvements based on the City's Traffic Monitoring Program (TMP) for each phase and with the appropriate final map. A traffic signal is required at the intersection of Brookhurst Boulevard and Golden Valley Parkway and therefore SUBDIVIDER, in compliance with COA No. 53, shall deposit with CITY \$215,259 prior to recordation of the Final Map as their fair share of the traffic signal.

13. Pursuant to the City of Lathrop Municipal Code section 16.16.160, SUBDIVIDER is required to construct all frontage improvements as detailed in the above code section. Improvements that are the responsibility of the SUBDIVIDER have been constructed on Golden Valley Parkway by another developer and the CITY reimbursed that developer for the costs of said improvements. Therefore, instead of constructing the improvements, SUBDIVIDER is responsible for reimbursing the CITY for its fair share of costs of the improvements. PROPERTY fronts \$563,021.84 of improvements on Golden Valley Parkway, therefore, SUBDIVIDER shall deposit with CITY \$563,021.84 prior to recordation of the Final Map as their fair share of costs of the improvements.

14. 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 3225 as well as the Offsite Improvements.

15. 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).

16. 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.

17. 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.

18. 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 20, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

19. 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.

20. 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



Attn: Salvador Navarrete, City Attorney  
Email: [website\\_cao@ci.lathrop.ca.us](mailto:website_cao@ci.lathrop.ca.us)

If to SUBDIVIDER: K. Hovnanian Homes Northern California, Inc  
3721 Douglas Boulevard, Suite 150  
Roseville, CA 95661  
Attn: John Baayoun  
Email: [JBaayoun@KHOV.COM](mailto:JBaayoun@KHOV.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 26.

27. 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 3225

EXHIBIT B: CITY INSURANCE REQUIREMENTS

EXHIBIT C: TOTAL IMPROVEMENT ESTIMATE

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 27(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 10<sup>th</sup> day of June 2024.

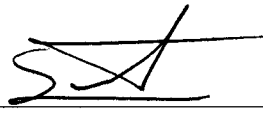
**CITY OF LATHROP,**  
A California municipal corporation of the  
State of California

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:  \_\_\_\_\_                      5-29-2024  
Salvador Navarrete                      Date  
City Attorney

**SUBDIVIDER:**

By: K. Hovnanian Homes Northern California, Inc  
a California Corporation

---

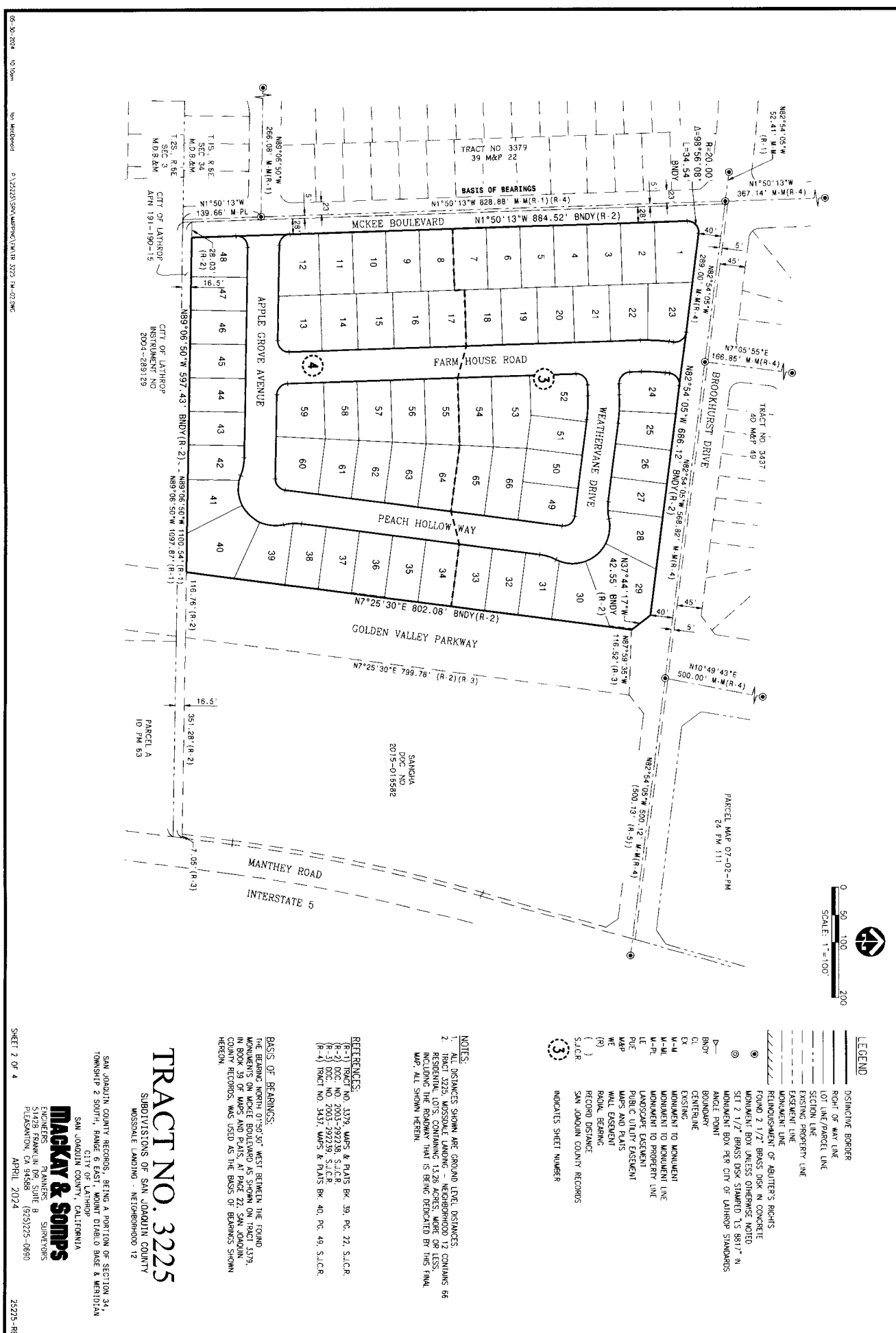
John Baayoun  
Division President

Date

**EXHIBIT A**

**FINAL MAP TRACT 3225**





**LEGEND**

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- SECTION LINE
- EXISTING PROPERTY LINE
- EXISTENT LINE
- MONUMENT LINE
- REINFORCEMENT OF ABUTTER'S RIGHTS
- FOUND 2 1/2" BRASS DISK IN CONCRETE
- MONUMENT: BOX UNLESS OTHERWISE NOTED
- SET 2 1/2" BRASS DISK SHAPED 1.5 8817" IN
- MONUMENT BOX PER CITY OF LATHROP STANDARDS
- ANGLE POINT
- BOUNDARY
- CENTERLINE
- EXISTING
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- LANDSCAPE EASEMENT
- PUBLIC UTILITY EASEMENT
- WMS AND PLATS
- MAP
- WALL EASEMENT
- RECORD BEARING
- RECORD DISTANCE
- SAN JOAQUIN COUNTY RECORDS
- S.L.C.R.
- INDICATES SHEET NUMBER

**NOTES:**

- ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
- TRACT 3225, MOSCADA LANDING - NEIGHBORHOOD 12 CONTAINS 66 RESIDENTIAL LOTS, CONTAINING 13.28 ACRES, MORE OR LESS, INCLUDING A REMAINING TRACT IS BEING DEDICATED BY THIS FINAL MAP, ALL SHOWN HEREIN.

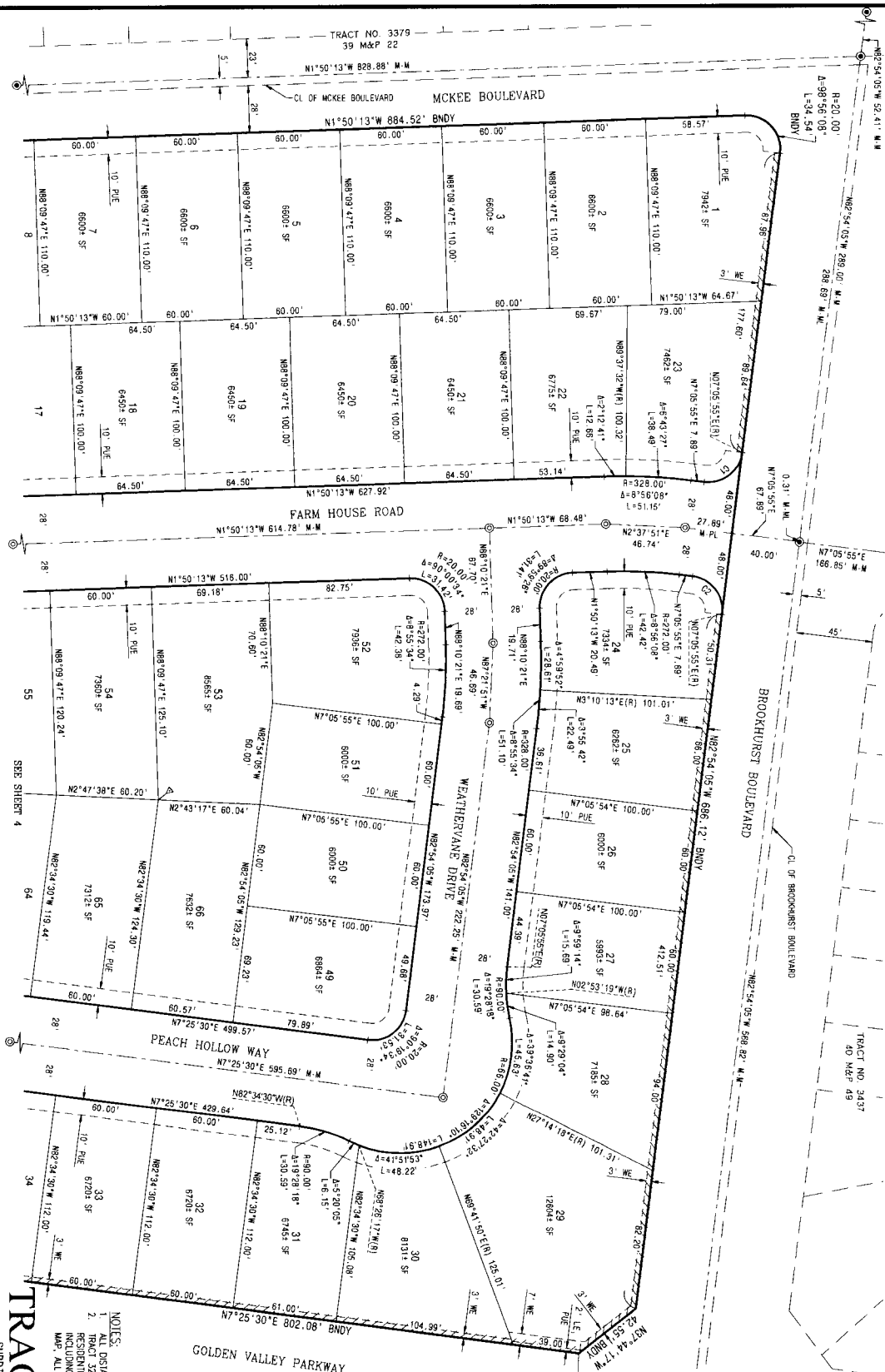
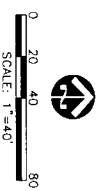
**REFERENCES:**

- (R-1) TRACT NO. 3379, WMS & PLATS BK. 39, PG. 22, S.L.C.R.
- (R-2) TRACT NO. 3003, 392228, S.L.C.R.
- (R-3) DDC NO. 2015-018582
- (R-4) TRACT NO. 3437, WMS & PLATS BK. 40, PG. 49, S.L.C.R.

**BASIS OF BEARINGS:**  
 THE BEARING NORTH 01°50'30" WEST BETWEEN THE FOUND MONUMENTS ON MCKEE BOULEVARD AS SHOWN ON TRACT 3379, MAP NO. 07-02-PM 111, AND THE BEARING NORTH 01°50'30" WEST BETWEEN THE FOUND MONUMENTS ON APPLE GROVE AVENUE AS SHOWN ON TRACT 3437, COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

**TRACT NO. 3225**  
 SUBDIVISIONS OF SAN JOAQUIN COUNTY  
 MOSCADA LANDING - NEIGHBORHOOD 12

SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE & MERIDIAN  
 SAN JOAQUIN COUNTY, CALIFORNIA  
**MACKAY & SOMPS**  
 ENGINEERS PLANNERS SURVEYORS  
 51428 FRANKLIN DR. SUITE B  
 PLEASANTON, CA 94588 (925)225-0690  
 APRIL 2024



| Curve # | Radius | Delta     | Length |
|---------|--------|-----------|--------|
| C1      | 20.00' | 90°00'00" | 31.42' |
| C2      | 20.00' | 90°00'00" | 31.42' |

**TRACT NO. 3225**  
 SUBDIVISIONS OF SAN JOAQUIN COUNTY  
 WASSALE LANDING - NEIGHBORHOOD 12

**LEGEND**

- DISTINCTIVE BORDER
- RIGHT OF WAY LINE
- LOT LINE/PERMIT LINE
- SECTION
- EXISTING PROPERTY LINE
- MONUMENT LINE
- REINFORCEMENT OF ADJUTER'S RIGHTS
- FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED

**SET 2 1/2" BRASS DISK STAMPED 'S 8817' N. MONUMENT BOX PER CITY OF LATHROP STANDARDS**

**MONUMENT**

- M - M
- M - PL
- LE

**MONUMENT TO ADJUTER'S RIGHTS**

- M - M
- M - PL
- LE

**MONUMENT TO PROPERTY LINE**

- M - M
- M - PL
- LE

**LANDSCAPE EXISTENCE**

**INDICATES SHEET NUMBER**

**REFERENCES:**

- (E-1) TRACT NO. 3379, MAPS & PLATS BK. 39, PG. 22, S.I.C.R.
- (E-2) TRACT NO. 2003-22228, S.I.C.R.
- (E-3) TRACT NO. 2003-22228, S.I.C.R.
- (E-4) TRACT NO. 3379, MAPS & PLATS BK. 40, PG. 49, S.I.C.R.

**NOTES:**

- ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
- TRACT 3225, MOSSDALE LANDING - NEIGHBORHOOD 12 CONTAINS 66 RESIDENTIAL LOTS, CONTAINING 1.26 ACRES, MORE OR LESS, INCLUDING THE ROADWAY THAT IS BEING DEDICATED BY THIS FINAL MAP. ALL SHOWN HEREIN.

**ENGINEERS: PLANNERS & SURVEYORS**  
**FRANKLIN PER SOUTHERN**  
 51425 FRANKLIN PER SOUTHERN  
 PLEASANTON, CA 94588 (925) 225-0690  
 APRIL 2024

**5225-HE3**



**TRACT NO. 3225**  
 SUBDIVISIONS OF SAN JOAQUIN COUNTY  
 MOSNALE LANDING - NEIGHBORHOOD 12

**LEGEND**

- DISTINGUISHING BORDER
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- SECTION LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- MONUMENT LINE
- RELINQUISHMENT OF ADJUTER'S RIGHTS
- FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
- SET 2 1/2" BRASS DISK STAMPED "S. BRIT" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
- ANGLE POINT
- BOUNDARY
- CENTERLINE
- EXISTING
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- LANDSCAPE ESTABLISHMENT
- PUBLIC UTILITY EASEMENT
- MAPS AND PLANS
- WALL EASEMENT
- ROAD BEARING
- RECORD DISTANCE
- SAN JOAQUIN COUNTY RECORDS S.I.C.R.

**NOTES:**

- ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
- TRACT 3225, MOSNALE LANDING - NEIGHBORHOOD 12 CONTAINS 66 RESIDENTIAL LOTS CONTAINING 1326 ACRES, MORE OR LESS, INCLUDING THE ROADWAY THAT IS BEING DEDICATED BY THIS FINAL MAP - ALL SHOWN HEREIN.

**REFERENCES:**

- (R-1) TRACT NO. 3379, MAPS & PLANS BK. 39, PG. 22, S.I.C.R.
- (R-2) DOC. NO. 2803-292238, S.I.C.R.
- (R-3) DOC. NO. 2803-292239, S.I.C.R.
- (R-4) TRACT NO. 3431, MAPS & PLANS BK. 40, PG. 49, S.I.C.R.

**BASIS OF BEARINGS:**

THE BEARING NORTH 07°50'30" WEST BETWEEN THE FOUND MONUMENTS ON MCKEE BOULEVARD AS SHOWN ON TRACT 3379, N 30°00'30" EAST AND PLATS, AT PAGE 22, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREIN.

**INDICATES SHEET NUMBER**

3

**SCALE: 1"=40'**

**LEGEND**

0 20 40 80

**LEGEND**

0 20 40 80

SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 12 EAST, DUBLIO BASSE & BERNHARDT, SAN JOAQUIN COUNTY, CALIFORNIA

**MAGKAY & SOMPS**  
 PLANNERS  
 ENGINEERS  
 SURVEYORS

51428 FRANKLIN DR., SUITE B  
 PLEASANTON, CA 94588 (925)225-0690  
 APRIL 2024



## **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)  
12/20/2023

**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><br>Marsh USA LLC<br>1717 Arch Street<br>Philadelphia, PA 19103-2797<br>Attn: philadelphia.certs@marsh.com or 212-948-0360<br><br>CN101314853--GAW-23-25 | <b>CONTACT NAME:</b> ...                                                                       |               |
|                                                                                                                                                                         | <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____<br><b>E-MAIL ADDRESS:</b> _____ |               |
| <b>INSURED</b><br>K. Hovnanian Homes Northern<br>California, Inc.<br>3721 Douglas Blvd., Suite 150<br>Rosseville, CA 95661                                              | <b>INSURER(S) AFFORDING COVERAGE</b>                                                           | <b>NAIC #</b> |
|                                                                                                                                                                         | INSURER A : National Fire & Marine Insurance Co                                                | 20079         |
|                                                                                                                                                                         | INSURER B : N/A                                                                                | N/A           |
|                                                                                                                                                                         | INSURER C : Liberty Mutual Insurance Corporation                                               | 23043         |
|                                                                                                                                                                         | INSURER D : The First Liberty Insurance Corporation                                            | 33588         |
|                                                                                                                                                                         | INSURER E :                                                                                    |               |
|                                                                                                                                                                         | INSURER F :                                                                                    |               |

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-007166755-02                      **REVISION NUMBER:** 11

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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                       | ADDL INSD | SUBR WVD | POLICY NUMBER            | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                |              |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------|--------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> SIR \$250,000 PREM-OPS<br><input checked="" type="checkbox"/> _____<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: _____ |           |          | 42-HBL-331833-01         | 10/31/2023              | 10/31/2025              | EACH OCCURRENCE                                                                                       | \$ 5,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |                          |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                                             | \$ 5,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |                          |                         |                         | MED EXP (Any one person)                                                                              | \$ N/A       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |                          |                         |                         | PERSONAL & ADV INJURY                                                                                 | \$ 5,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |                          |                         |                         | GENERAL AGGREGATE                                                                                     | \$ 5,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |                          |                         |                         | PRODUCTS - COMP/OP AGG                                                                                | \$ 5,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |                          |                         |                         |                                                                                                       | \$           |
| C        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> _____                                                                                                      |           |          | AS5-621-095402-023       | 10/31/2023              | 10/31/2024              | COMBINED SINGLE LIMIT (Ea accident)                                                                   | \$ 2,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |                          |                         |                         | BODILY INJURY (Per person)                                                                            | \$           |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |                          |                         |                         | BODILY INJURY (Per accident)                                                                          | \$           |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |                          |                         |                         | PROPERTY DAMAGE (Per accident)                                                                        | \$           |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |                          |                         |                         |                                                                                                       | \$           |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____                                                                                                                                                                                            |           |          |                          |                         |                         | EACH OCCURRENCE                                                                                       | \$           |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |                          |                         |                         | AGGREGATE                                                                                             | \$           |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |                          |                         |                         |                                                                                                       | \$           |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                            |           | N/A      | WC6-621-095402-013 (AOS) | 10/31/2023              | 10/31/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT | \$ 1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |                          |                         |                         | 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)**  
 RE: Mossdale Landing 66 in Lathrop, CA

Additional Certificate Holder: City of Lathrop, Brad Taylor, 390 Towne Centre Drive, Lathrop, CA 95330.

Lathrop Mossdale Investors, LP and the City of Lathrop, The City, elected officials, employees, agents and volunteers are included as additional insured (except for workers' compensation) where required by written contract, provided such contract was executed prior to the date of loss.

|                                                                                                                                                                                                     |                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>Lathrop Mossdale Investors, LP<br>Please see above for additional Certificate Holder details.<br>Jeffrey Abramson<br>1480 Moraga Road Suite C #421<br>Moraga, CA 94556 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Marsh USA LLC</i> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**ADDITIONAL REMARKS SCHEDULE**

|                         |           |                                                                                                                          |  |
|-------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------|--|
| AGENCY<br>Marsh USA LLC |           | NAMED INSURED<br>K. Hovnanian Homes Northern<br>California, Inc.<br>3721 Douglas Blvd., Suite 150<br>Rossville, CA 95661 |  |
| POLICY NUMBER           |           | EFFECTIVE DATE:                                                                                                          |  |
| CARRIER                 | NAIC CODE |                                                                                                                          |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The policies referenced on this certificate may be subject to retained limits, self-insured retentions or deductibles.

**EXHIBIT C**

**TOTAL IMPROVEMENT ESTIMATE**

**BOND ESTIMATE**  
**MOSSDALE LANDING, NEIGHBORHOOD 12**  
**TRACT 3225**  
**LATHROP, CALIFORNIA**

Based on Unapproved 1st Submittal Improvement and Grading  
Plans prepared by MacKay & Somsps dated May 2024

| <b>ITEM</b>                                    | <b>QUANTITY</b> | <b>UNIT</b> | <b>DESCRIPTION</b>                                       | <b>UNIT PRICE</b> | <b>AMOUNT</b>      |
|------------------------------------------------|-----------------|-------------|----------------------------------------------------------|-------------------|--------------------|
| <b><u>A. GRADING AND STREETWORK</u></b>        |                 |             |                                                          |                   |                    |
| 1.                                             | 50,278          | YDS         | Rough grading                                            | 4.00              | \$201,110          |
| 2.                                             | 24,142          | CY          | Import (in-tract)                                        | 10.00             | \$241,420          |
| 2.                                             | 132,788         | SF          | Finish grade street                                      | 0.25              | \$33,200           |
| 3.                                             | 64,648          | SF          | Structural Section (4" AC, 4"AB, 12" LTB)                | 4.00              | \$258,590          |
| 4.                                             | 1               | LS          | Signing and Striping                                     | 25,000.00         | \$25,000           |
| 5.                                             | 8               | EA          | Survey Monuments                                         | 800.00            | \$6,400            |
| 6.                                             | 927             | LF          | 9' Community Wall                                        | 175.00            | \$162,230          |
| 7.                                             | 577             | LF          | 6' Community Wall                                        | 150.00            | \$86,550           |
| <b>ESTIMATED TOTAL GRADING AND STREETWORK:</b> |                 |             |                                                          |                   | <b>\$1,014,500</b> |
| <b><u>B. CONCRETE WORK</u></b>                 |                 |             |                                                          |                   |                    |
| 1.                                             | 5,043           | LF          | 6" Standard curb and gutter                              | 16.00             | \$80,690           |
| 2.                                             | 26,374          | SF          | 6" Sidewalk                                              | 5.00              | \$131,870          |
| 3.                                             | 8               | EA          | Curb Return and Handicap Ramp                            | 2,500.00          | \$20,000           |
| 4.                                             | 66              | EA          | Driveways                                                | 725.00            | \$47,850           |
| <b>ESTIMATED TOTAL CONCRETE WORK:</b>          |                 |             |                                                          |                   | <b>\$280,410</b>   |
| <b><u>C. SANITARY SEWER WORK</u></b>           |                 |             |                                                          |                   |                    |
| 1.                                             | 11              | EA          | Manholes including reset to finish grade and vacuum test | 6,000.00          | \$66,000           |
| 2.                                             | 2,162           | LF          | 8" Pipe including backfill                               | 32.00             | \$69,180           |
| 3.                                             | 54              | EA          | 4" Laterals w/ cleanouts                                 | 1,000.00          | \$54,000           |
| 4.                                             | 1               | EA          | Connect to Existing                                      | 1,500.00          | \$1,500            |
| 5.                                             | 2,162           | LF          | Dewatering (Wells/Pumps/Pipes)                           | 88.50             | \$191,340          |
| <b>ESTIMATED TOTAL SANITARY SEWER WORK:</b>    |                 |             |                                                          |                   | <b>\$382,020</b>   |
| <b><u>D. STORM DRAIN WORK</u></b>              |                 |             |                                                          |                   |                    |
| 1.                                             | 3               | EA          | Storm Drain Manhole including reset to finish grade      | 3,200.00          | \$9,600            |
| 2.                                             | 231             | LF          | 15" Polypropylene (Type S) Storm drain pipe              | 65.75             | \$15,190           |
| 3.                                             | 1,571           | LF          | 18" Polypropylene (Type S) Storm drain pipe              | 66.00             | \$103,690          |
| 4.                                             | 9               | LF          | 30" Polypropylene (Type S) Storm drain pipe              | 105.00            | \$950              |
| 5.                                             | 18              | EA          | Curb inlet                                               | 3,800.00          | \$68,400           |
| 6.                                             | 1               | EA          | Connect to Existing                                      | 1,500.00          | \$1,500            |
| 7.                                             | 1               | LS          | Erosion/Water Pollution Control                          | 25,000.00         | \$25,000           |
| <b>ESTIMATED TOTAL STORM DRAIN WORK:</b>       |                 |             |                                                          |                   | <b>\$224,330</b>   |

| ITEM                               | QUANTITY | UNIT | DESCRIPTION                              | UNIT PRICE | AMOUNT   |
|------------------------------------|----------|------|------------------------------------------|------------|----------|
| <b><u>E. WATER SYSTEM WORK</u></b> |          |      |                                          |            |          |
| 1.                                 | 2,169    | LF   | 8" Potable Water Main including fittings | 30.00      | \$65,070 |
| 2.                                 | 6        | EA   | Fire hydrant assembly                    | 5,500.00   | \$33,000 |
| 3.                                 | 54       | EA   | 1" Services                              | 1,200.00   | \$64,800 |
| 4.                                 | 66       | EA   | Meter boxes                              | 100.00     | \$6,600  |
| 5.                                 | 2        | EA   | Remove flange & connect                  | 1,500.00   | \$3,000  |
| 6.                                 | 8        | EA   | 8" Butterfly Valves                      | 800.00     | \$6,400  |
| 7.                                 | 1        | EA   | Water Sampling Station                   | 2,500.00   | \$2,500  |

**ESTIMATED TOTAL WATER SYSTEM WORK: \$181,370**

**F. DEMO OF EXISTING RECYCLED WATER BASIN AND WITHIN RIGHT-OF-WAY**

|    |   |    |                                                         |            |           |
|----|---|----|---------------------------------------------------------|------------|-----------|
| 1. | 1 | LS | Demo for Basin A Only                                   | 566,366.00 | \$566,370 |
| 2. | 1 | LS | Demo including pavement removal within the Right-of-Way | 5,000.00   | \$5,000   |

**ESTIMATED TOTAL DEMO WORK: \$571,370**

**G. MISCELLANEOUS CONSTRUCTION**

|    |        |    |                          |          |           |
|----|--------|----|--------------------------|----------|-----------|
| 1. | 2,277  | LF | Joint Trench             | 60.00    | \$136,620 |
| 2. | 16     | EA | Streetlights             | 3,500.00 | \$56,000  |
| 3. | 27,830 | SF | Landscape and Irrigation | 10.00    | \$278,300 |

**ESTIMATED TOTAL MISCELLANEOUS CONSTRUCTION: \$470,920**

**S U M M A R Y**

|   |                            |             |
|---|----------------------------|-------------|
| A | GRADING AND STREETWORK     | \$1,014,500 |
| B | CONCRETE WORK              | \$280,410   |
| C | SANITARY SEWER WORK        | \$382,020   |
| D | STORM DRAIN WORK           | \$224,330   |
| E | WATER SYSTEM WORK          | \$181,370   |
| F | DEMO WORK                  | \$571,370   |
| G | MISCELLANEOUS CONSTRUCTION | \$470,920   |

**TOTAL CONSTRUCTION COST: \$3,124,920**  
**10% CONTINGENCY: \$312,492**  
**TOTAL COST: \$3,437,412**

**NOTES**

1. This estimate is prepared as a guide only and is subject to possible change. It has been prepared to a standard of accuracy which, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purposes of this estimate. MacKay & Soms makes no warranty, either expressed or implied, as to the accuracy of this estimate.
2. Costs presented herein represent an opinion based on historical information. No provision has been made for inflation.
3. All items include all materials necessary for complete installation.
4. All underground utilities unit prices include trenching, backfill, and all other necessary items for installation.
5. Fire hydraunt assemblies include valve, run and reflective blue marker.
6. Joint trench not included.

Prepared by the firm of  
**MACKAY & SOMPS**

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAP  
(FINAL MAP 3225)**

June 10, 2024

**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 3225; Escrow #xxxxxx**

Dear Jules:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of K. Hovnanian Homes Northern California, Inc., a California Corporation ("**KHOV**") 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 KHOV 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, 2024, at the time designated in writing by KHOV, subject to satisfaction of the conditions set forth below ("**Closing**"). If the Final Map has not been recorded by December 31, 2024, 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 KHOV for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

- B.1. One original Final Map for Tract 3225, executed and acknowledged by the City and KHOV (provided to FATCO by City).

The documents listed in Item B.1, B.2, and B.3 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.

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAP  
(FINAL MAP 3225)**

**C. Funds and Settlement Statement**

You also have received, or will receive from KHOV, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both KHOV 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 KHOV.

- 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 **\$215,259**, 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.
  2. The amount of **\$563,021.84**, payable to the City pursuant to that certain SIA, is to be transferred to the City upon recordation of 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) Robert Sprague (RSprague@KHOV.COM), (b) Ethan Meltzer (EMeltzer@KHOV.COM), (c) John Baayoun (JBaayoun@KHOV.COM), (d) Brad Taylor (btaylor@ci.lathrop.ca.us), (e) Salvador Navarrete (snavarrete@ci.lathrop.ca.us), (f) Sandra Lewis (slewis@ci.lathrop.ca.us), (g) Bellal Nabizadah (bnabizadah@ci.lathrop.ca.us), (h) Monica Garcia (mgarcia@ci.lathrop.ca.us), (i) Teresa Vargas (tvargas@ci.lathrop.ca.us), and (j) Sarah Pimentel (spimentel@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Robert Sprague 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;

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;



**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAP  
(FINAL MAP 3225)**

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 Robert Sprague and Brad Taylor at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Robert Sprague 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 KHOV that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

K. Hovnanian Homes Northern California, Inc  
3721 Douglas Boulevard, Suite 150  
Roseville, CA 95661  
Attn: Robert Sprague

E.5. Notify (a) Robert Sprague (RSprague@KHOV.COM), (b) Ethan Meltzer (EMeltzer@KHOV.COM ), (c) John Baayoun (JBaayoun@KHOV.COM), (d) Brad Taylor (btaylor@ci.lathrop.ca.us), (e) Salvador Navarrete (snavarrete@ci.lathrop.ca.us), (f) Sandra Lewis (slewis@ci.lathrop.ca.us), (g) Bellal Nabizadah (bnabizadah@ci.lathrop.ca.us), (h) Monica Garcia (mgarcia@ci.lathrop.ca.us), (i) Teresa Vargas (tvargas@ci.lathrop.ca.us), and (j) Sarah Pimentel (spimentel@ci.lathrop.ca.us), of the completion of the Transaction;

E.6. Within five (5) business days after the Recordation Date, deliver to: (1) Robert Sprague, K. Hovnanian Homes Northern California, Inc, 3721 Douglas Boulevard, Suite 150, Roseville, CA 95661; 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

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

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAP  
(FINAL MAP 3225)**

**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

\_\_\_\_\_  
John Baayoun                      Date  
Division President  
K. Hovnanian Homes Northern California, Inc.

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAP  
(FINAL MAP 3225)**

ESCROW INSTRUCTIONS  
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from KHOV 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 KHOV 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: \_\_\_\_\_

**PAGE LEFT  
INTENTIONALLY  
BLANK**