# **CITY MANAGER'S REPORT DECEMBER 9, 2019, CITY COUNCIL REGULAR MEETING**

ITEM:

APPROVAL OF FINAL MAPS AND SUBDIVISION **IMPROVEMENT AGREEMENT (SIA) FOR 418 SINGLE-**FAMILY LOTS IN TRACTS 3808, 3809, 3810, 3811 AND 3812 WITHIN STANFORD CROSSING PHASE 1A OF CENTRAL LATHROP SPECIFIC PLAN, OFFERS OF **DEDICATION** AND RELEASE OF **DEFERRED** FRONTAGE IMPROVEMENT AGREEMENT (DFIA) 17-01

**RECOMMENDATION:** 

**Adopt Resolution Approving Final Maps for Tracts** 3808, 3809, 3810, 3811 and 3812 within Stanford Crossing Phase 1A, Totaling 418 Single-Family Lots, Subdivision Improvement Agreement with Saybrook CLSP, LLC/Lathrop Land Acquisition, LLC, Offers of Dedication and Release of Deferred

Frontage Improvement Agreement 17-01

# **SUMMARY:**

On September 18, 2017, City Council approved a phased Large Lot Final Map to subdivide a 94.4-acre site within Central Lathrop Specific Plan (CLSP) Stanford Crossing Phase 1A into six large lots and Deferred Frontage Improvement Agreement (DFIA) 17-01.

The proposed Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812 will be the first tract maps within Stanford Crossing Phase 1A of the CLSP. A total of 418 singlefamily lots will be established. Stanford Crossing Phase 1A is the triangular shaped site bound by Golden Valley Parkway, Spartan Way, and Stanford Crossing (Triangle Area). A vicinity map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812 within Stanford Crossing Phase 1A, totaling 418 Single-Family Lots, a Subdivision Improvement Agreement with Saybrook CLSP, LLC/Lathrop Land Acquisition, LLC (Saybrook), Offers of Dedication and release of DFIA 17-01.

# **BACKGROUND:**

The Planning Commission approved Vesting Tentative Map (VTM) 3789 on December 18, 2013, and City Council affirmed the Planning Commission's decision on January 13, 2014, allowing Saybrook to subdivide the 94.4-acre Triangle Area site within the Stanford Crossing Phase 1A, of the CLSP, into 430 single-family residential lots.

On September 18, 2017, City Council approved a phased Large Lot Final Map to subdivide the Triangle Area site into six large lots and DFIA 17-01 consistent with its Conditions of Approval for VTM 3789.

The proposed Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812 will be the first small lot tract maps within Stanford Crossing Phase 1A of the CLSP. A total of 418 single-family lots will be established. Tracts 3808, 3809, 3810, 3811 and 3812 as proposed by Saybrook, as the subdivider, complies with the most current conditions of approval.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain backbone and intract infrastructure improvements. The SIA for Tracts 3808, 3809, 3810, 3811 and 3812 required security (bonds, cash or equivalent) to guarantee completion of all unfinished infrastructure required for Stanford Crossing Phase 1A. As a result, a performance bond (Bond No. 4433492) in the amount of \$5,146,132 was posted, along with a labor and materials bond (Bond No. 4433492) in the amount of \$2,573,066. The SIA for Tracts 3808, 3809, 3810, 3811 and 3812 reaffirms these bonds as security for all unfinished improvements necessary for Stanford Crossing Phase 1A. The SIA is included as Attachment "C".

Saybrook is also required to construct a water tank and neighborhood park as required by the Development Agreement. Staff has agreed to allow Saybrook to delay completion of the water tank and neighborhood park until eighteen (18) months after the recordation of the first Residential Small Lot Final Subdivision Map as documented in the SIA. Saybrook has posted performance bonds and labor and materials bonds for the tank and neighborhood park as follows:

	Bond No.	Performance Bond	Labor and Materials		
			<u>Bond</u>		
Water Tank	4433493	\$5,416,509	\$2,708,254		
Neighborhood Park	4433491	\$1,540,514	\$770,257		

Since Saybrook has fulfilled its obligations by entering into a SIA with the City and has guaranteed completion of all unfinished infrastructure required for Stanford Crossing Phase 1A, staff recommends Council release the Deferred Frontage Improvement Agreement for Street Improvements on Golden Valley Parkway, Spartan Way and Land Park Drive (DFIA 17-01) with Saybrook dated September 18, 2017 (Attachment "D").

In addition, Saybrook has prepared Irrevocable Offers of Dedication for the future CLSP water tank and neighborhood park sites that are necessary for the City to control and operate once the tank and neighborhood park are constructed and accepted by the City (Attachments "E" and "F").

# **REASON FOR RECOMMENDATION:**

Saybrook has nearly completed street and utility improvements within Stanford Crossing Phase 1A with some minor improvements left remaining. Saybrook has posted security with the City for the unfinished improvements including a future water tank and neighborhood park as required by the SIA. Acceptance of all public improvements will be processed by staff at a later date when the unfinished improvements are complete. At that time, Saybrook will be required to post one (1) year maintenance bonds as a warranty for the completed infrastructure.

Saybrook has provided the tract maps, the tract improvement plans, all required documents and all fees for Tracts 3808, 3809, 3810, 3811 and 3812, as required in VTM 3789 Conditions of Approval including but not limited to:

	Documents	Status
1.	Final Maps ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Landscaping, Miscellaneous Improvements, Water Tank & Neighborhood Park	Completed
4.	Labor and Materials Security – Uncompleted Landscaping, Miscellaneous Improvements, Water Tank & Neighborhood Park	Completed
5.	Improvement Plans- Backbone, In-tract, Water Tank, Neighborhood Park	Completed
6.	Geotechnical Report	Completed
7.	IOD for Recordation- Future Water Tank	Approval Pending with this item
8.	IOD for Recordation- Future Neighborhood Park	Approval Pending with this item
9.	Allocation of Water and Sewer capacity	Completed
10.	Submitted Certificate of Insurance, Tax Letter	Completed
11.	Submitted Preliminary Guarantee of Title	Completed
12.	Escrow Instructions	Completed
13.	Lathrop Community Facilities District (CFD 2019-02)	Completed
	Fees	Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

4.	Fund Proportionate Share of Traffic Signals	
	(GVP/Spartan Way, GVP/Stanford Crossing,	Doid
	GVP/Locomotive Street, Spartan Way/Central Specific	Paid
	Street)	

The above-noted documents and fees are required by the VTM 3789 conditions of approval prior to approval of the Final Maps by City Council. The guarantee is in the form of the Subdivision Improvement Agreement with security and improvement plans.

Extensive off-site improvements to serve Tracts 3808, 3809, 3810, 3811 and 3812 have already been completed including a storm drain outfall structure, storm drain basin, construction of storm drain and sewer pump station, participation in construction of a Wastewater Treatment Plant (Consolidated Treatment Facility) and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tracts.

As a requirement of the Conditions of Approval (COA) for VTM 3789, Saybrook is obligated to fund their proportionate share of the future traffics signals at the intersections of Golden Valley Parkway (GVP)/Spartan Way, GVP/Stanford Crossing, GVP/Locomotive Street and Spartan Way/Central Specific Street. The traffic signal at GVP/Spartan Way has been designed and is scheduled to begin construction spring 2020. The traffic signals at GVP/Stanford Crossing, GVP/Locomotive Street and Spartan Way/Central Specific Street are not warranted at this time. Therefore, to comply with the COA, Saybrook will pay their proportionate share for the signals to be constructed at a later date.

Before the Final Maps are recorded, Saybrook must also satisfy the Escrow Instructions included as Attachment "G".

Staff recommends that the City Council approve the proposed Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812 within Stanford Crossing Phase 1A, totaling 418 Single-Family Lots, a Subdivision Improvement Agreement with Saybrook CLSP, LLC/Lathrop Land Acquisition, LLC, release DFIA 17-01 and authorize recording of Irrevocable Offers of Dedication for the future water tank and neighborhood park.

### **FISCAL IMPACT:**

There is no fiscal impact to the City. All City costs are covered by development fees, and any shortfalls in City maintenance and operating costs are covered by the CFD's for maintenance. Saybrook is also providing funds necessary to defray any staff time required to process their request.

# CITY MANAGER'S REPORT PAGE 5 DECEMBER 9, 2019, CITY COUNCIL REGULAR MEETING FINAL MAPS AND SIA FOR TRACTS 3808, 3809, 3810, 3811 AND 3812 CLSP STANFORD CROSSING PHASE 1A TOTALING 418 SINGLE-FAMILY LOTS

### **ATTACHMENTS:**

- A. Resolution Approving Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812 within Stanford Crossing Phase 1A of CLSP, totaling 418 Single-Family Lots, a Subdivision Improvement Agreement with Saybrook CLSP, LLC/Lathrop Land Acquisition, LLC, release DFIA 17-01 and authorize recording of the Irrevocable Offers of Dedication for the future water tank and neighborhood park
- B. Stanford Crossing Phase 1A Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and Saybrook CLSP, LLC/Lathrop Land Acquisition, LLC, for Tracts 3808, 3809, 3810, 3811 and 3812, Stanford Crossing Phase 1A
- D. DFIA 17-01, between the City of Lathrop and Lathrop Land Acquisition, LLC, for Street Improvements of Golden Valley Parkway, Spartan Way and Land Park Drive dated, September 18, 2017
- E. Irrevocable Offer of Dedication for Future Water Tank, a portion of APN 191-210-00
- F. Irrevocable Offer of Dedication for Future Neighborhood Park, APN 191-210-430
- G. Escrow Instructions for the Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812

# **CITY MANAGER'S REPORT** PAGE 6 **DECEMBER 9, 2019, CITY COUNCIL REGULAR MEETING** FINAL MAPS AND SIA FOR TRACTS 3808, 3809, 3810, 3811 AND 3812 CLSP STANFORD CROSSING PHASE 1A TOTALING 418 SINGLE-FAMILY LOTS

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# **RESOLUTION NO. 19-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAPS FOR TRACTS 3808, 3809, 3810, 3811 AND 3812 WITHIN STANFORD CROSSING PHASE 1A OF CLSP, TOTALING 418 SINGLE-FAMILY LOTS, A SUBDIVISION IMPROVEMENT AGREEMENT WITH SAYBROOK CLSP, LLC/LATHROP LAND ACQUISITION, LLC, RELEASE DFIA 17-01 AND AUTHORIZE RECORDING OF THE IRREVOCABLE OFFERS OF DEDICATION FOR THE FUTURE WATER TANK AND NEIGHBORHOOD PARK

**WHEREAS**, on September 18, 2017, City Council approved a phased Large Lot Final Map to subdivide a 94.4-acre site within Central Lathrop Specific Plan (CLSP) Stanford Crossing Phase 1A into six large lots and Deferred Frontage Improvement Agreement (DFIA) 17-01; and

**WHEREAS**, the proposed Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812 will be the first tract maps within Stanford Crossing Phase 1A of the CLSP. A total of 418 single-family lots will be established; and

**WHEREAS**, Stanford Crossing Phase 1A is the triangular shaped site bound by Golden Valley Parkway, Spartan Way, and Stanford Crossing; and

**WHEREAS**, Saybrook CLSP, LLC/Lathrop Land Acquisition, LLC (Saybrook) has completed or has guaranteed completion of all public improvements on Tract Maps 3808, 3809, 3810, 3811 and 3812, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees; and

**WHEREAS**, a Subdivision Improvement Agreement between the City and Saybrook CLSP, LLC/Lathrop Land Acquisition, LLC, and provision of security by Saybrook for unfinished and deferred improvements including the future water tank and neighborhood park, are required prior to final map approval per the Lathrop Municipal Code Section 16.16.190; and

**WHEREAS**, a Subdivision Improvement Agreement has been signed by Saybrook CLSP, LLC/Lathrop Land Acquisition, LLC and presented to the City for approval and signature; and

**WHEREAS**, upon acceptance of all improvements as complete, a one-year maintenance and repair bond will be required to secure Saybrook's obligation to maintain all improvements and repair or correct any defective work; and

**WHEREAS**, City staff has confirmed that all Conditions of Approval of VTM 3789 required for approval of Final Maps 3808, 3809, 3810, 3811 and 3812 have been met, including those Conditions of Approval satisfied under the Subdivision Improvement Agreement; and

**WHEREAS**, the City Engineer has confirmed that the Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812 are substantially the same as they appeared on VTM No. 3789, are technically correct, and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

**WHEREAS**, Saybrook will satisfy the escrow requirements to fund any remaining fees prior to recordation of the Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812, including proportionate share of traffic signals at the intersections of Golden Valley Parkway (GVP)/Spartan Way, GVP/Stanford Crossing, GVP/Locomotive Street and Spartan Way/Central Specific Street; and

**WHEREAS**, Saybrook has fulfilled its obligations by entering into a SIA with the City and has guaranteed completion of all unfinished infrastructure required for Stanford Crossing Phase 1A, and requests the Deferred Frontage Improvement Agreement for Street Improvements on Golden Valley Parkway, Spartan Way and Land Park Drive (DFIA 17-01) with Saybrook dated September 18, 2017, be released; and

**WHEREAS**, an Irrevocable Offer of Dedication for a future CLSP water tank site is necessary for the City to control and operate once the tank is constructed and accepted by the City; and

**WHEREAS**, an Irrevocable Offer of Dedication for a future CLSP neighborhood park site is necessary for the City to control and operate once the neighborhood park is constructed and accepted by the City; and

**WHEREAS**, Capital Facilities Fees are not required until such time as the builder applies for building permits.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Lathrop that makes and accepts the following actions:

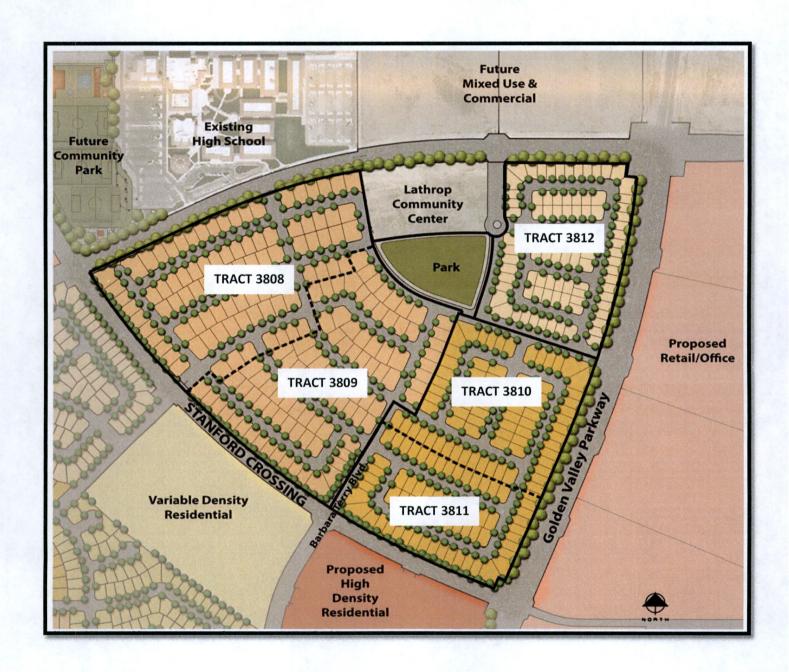
- 1. That the Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812 within Stanford Crossing Phase 1A of the Central Lathrop Specific Plan are hereby approved as submitted as part of the public record as has been filed with the City Clerk.
- 2. That the City Manager, or his designee, is authorized to execute and file with the City Clerk a Subdivision Improvement Agreement with Saybrook CLSP, LLC/Lathrop Land Acquisition, LLC.
- 3. That the City release DFIA 17-01 since Saybrook has fulfilled its obligations by entering into a SIA with the City and has guaranteed completion of all unfinished infrastructure and the City Manager or his designee is authorized to complete and record all documents necessary to effectuate this action.
- 4. Authorize recordation of an Irrevocable Offer of Dedication for a future CLSP water tank site for the City to accept once the tank is constructed and accepted by the City.

- 5. Authorize recordation of an Irrevocable Offer of Dedication for a future CLSP neighborhood park site for the City to accept once the neighborhood park is constructed and accepted by the City.
- 6. That the Escrow Instructions for the Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812 are hereby approved as submitted.

AYES:	·
NOES:	
ABSTAIN:	
ABSENT:	
	Sonny Dhaliwal, Mayor
•	
ATTEST:	APPROVED AS TO FORM: ,
	ATTROVED AS TO TORRIT
	Sur
Teresa Vargas, City Clerk	Salvador Navarrete, City Attorney

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this  $9^{th}$  day of December 2019, by the following vote:

# VICINITY MAP STANFORD CROSSING PHASE 1A



# CITY OF LATHROP

# SUBDIVISION IMPROVEMENT AGREEMENT

CLSP Stanford Crossing – Tracts 3808, 3809, 3810, 3811, and 3812

Saybrook CLSP, LLC / Lathrop Land Acquisition, LLC

# **RECITALS**

- A. This Agreement is made and entered into this 9<sup>th</sup> day of December 2019, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and Saybrook CLSP, LLC / Lathrop Land Acquisition LLC (hereinafter "SUBDIVIDER").
- B. On October 5, 2006, CITY approved the Final Map for Tract 3533 and on December 18, 2013, CITY approved Vesting Tentative Map for Tract 3789, both of which serve as the basis for the Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812.
- C. CITY approved a request to commence at-risk construction of neighborhood improvements for Tract 3789 by agreement titled Request to Commence At-Risk Construction of Neighborhood Improvements for Tract 3789 Stanford Crossing (hereinafter "At-Risk Agreement"), dated April 4, 2019. Pursuant to aforementioned agreement, SUBDIVIDER agreed that all activities will commence "at-risk" since the City Council has not yet approved the neighborhood small lot Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812.
- 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 dedications and improvements to Tracts 3808, 3809, 3810, 3811 and 3812 in addition to completion of the water tank and boosters and neighborhood park as detailed in Exhibit D (hereinafter "Improvements"). However, SUBDIVIDER has completed a significant portion, but not all, of public infrastructure Improvements associated with Tracts 3808, 3809, 3810, 3811, and 3812 under the At-Risk Improvement Agreement, which also includes major streets necessary to access the site. The unfinished portion of improvements total \$11,002,868 and both performance and labor and materials security are required by the Lathrop Subdivision Ordinance and the Subdivision Map Act and will be posted as outlined in this Subdivision Improvement Agreement. The security amounts, total Improvement costs and unfinished Improvement costs are detailed in Exhibit D;

NOW THEREFORE, in consideration of CITY's anticipated approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER's construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules, and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

- 1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within Tracts 3808, 3809, 3810, 3811 and 3812, to the limits identified on Exhibit B including the public landscaping, streetlight, and joint trench improvements. All Improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above-referenced improvement plans and specifications, the improvement standards and specifications of CITY's Department of Public Works, the applicable Ordinances of the City of Lathrop, and the California Subdivision Map Act.
- 2. SUBDIVIDER shall complete the Improvements in each individual Tract, including all deferred and unfinished Improvements, prior to December 1, 2020.
- 3. CITY, or its agent(s), shall at any time during the progress of the Improvements in each individual Tract 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 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. SUBDIVIDER guarantees and warrants that the Improvements in each individual Tract 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 maintain 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 for any Tract, SUBDIVIDER shall deposit with the City Engineer a Maintenance Bond in the amount equal to 10% of performance bond {(Cost + 10% Contingency) x 10%} for the Improvements for Tracts 3808, 3809, 3810, 3811, and 3812 to insure SUBDIVIDER's repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one-year guarantee period provided no claims against it are then outstanding.

As an alternative, SUBDIVIDER can provide CITY with Maintenance Bonds from the contractor(s) if CITY is listed as a beneficiary to the bond.

7. If SUBDIVIDER, in whole or in part, abandons the Improvements, 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, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace, and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

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) is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by 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.

- 8. Because the Improvements are not entirely complete, SUBDIVIDER is required to post Performance and Labor & Materials bonds to guarantee the unfinished Improvements associated with Tracts 3808, 3809, 3810, 3811, and 3812 as included and described in Exhibit D of this Agreement. The amount of performance security shall be equal to the unfinished Improvement cost plus a 10% contingency as shown in Exhibit D. The corresponding labor and materials bond amount shall be 50% of the performance bond amount as shown in Exhibit D (Performance Security x 50%). Further, SUBDIVIDER shall also comply with CITY's insurance requirements set forth on Exhibit C attached hereto and incorporated herein.
- 9. CITY has agreed to delay completion of the water tank, booster pumps, and neighborhood park as required by the Development Agreement dated December 6, 2016 until eighteen (18) months after the recordation of the first Residential Small Lot Final Subdivision Map. SUBDIVIDER is required to post Performance and Labor & Materials bonds to guarantee the construction of the aforementioned Improvements as included and described in Exhibit D. The amount of performance security for the water tank, booster pumps, and neighborhood park shall be equal to the Improvement cost plus a 10% contingency as shown in Exhibit D. The corresponding labor and materials bond amount shall be 50% of the performance bond amount as shown in Exhibit D (Performance Security x 50%).

- 10. Any alteration(s) made to the plans and specifications which are a part of this Agreement or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above-referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.
- 11. 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.
- 12. 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 by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement except in the case of negligence.
- 13. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents, and employees (collectively "Indemnitees") harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER's contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER's contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities 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's 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. The promises and Agreement to indemnify and hold harmless set forth in this section is 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, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision.
- 14. Neither SUBDIVIDER nor any of SUBDIVIDER's agents, contractors, or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER's obligations under this Agreement.
- 15. Prior to acceptance of the Improvements by the City Council, SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements and maintaining safety at the project site. 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, all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. CITY and SUBDIVIDER have formed Community Facilities Districts (CFDs) to finance maintenance and Improvements.

- 16. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by CITY.
- 17. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, 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 and shall be jointly and severally liable hereunder.

SUBDIVIDER may otherwise assign this Agreement only with the prior written consent of the City, which consent shall not be unreasonably withheld. City need not approve a request to transfer this Agreement to an entity which lacks the financial and other resources to fulfill any then-unperformed obligations under this Agreement. No such transfer may accomplish the allocation of sewer service to land not owned by the assignee or in violation of the Sewer Service Transfer Policy defined within the Assignment and Amendment of Development Agreement, Doc No. 2017-007992.

- 18. SUBDIVIDER shall, at SUBDIVIDER's expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. SUBDIVIDER shall comply with all local, state, and federal laws whether or not said laws are expressly stated in this Agreement.
- 19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the Improvements to be constructed and dedications for Tracts 3808, 3809, 3810, 3811, and 3812.
- 20. 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. 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 which directly results from an Act of God or an act of a superior governmental authority.
- d. 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.

- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. 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.
- j. 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.

# **EXHIBITS:**

EXHIBIT A: FINAL MAPS - TRACTS 3808, 3809, 3810, 3811 AND 3812

EXHIBIT B: TRACT AREA MAP

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: TABLE OF TOTAL COSTS, UNFINISHED IMPROVEMENT COST, AND

BOND VALUES FOR NEIGHBORHOOD PARK, WATER TANK AND

BOOSTER PUMP, AND TRACTS 3808, 3809, 3810, 3811 AND 3812

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9<sup>th</sup> day of December 2019, at Lathrop, California.

ATTEST: TERESA VARGAS City Clerk of and for the City of Lathrop, State of California			munic	CITY OF LATHROP, a municipal corporation of the State of California				
BY:	Teresa Vargas City Clerk	Date	BY:	Stephen J. Salvatore City Manager	Date			
APPI BY:	ROVED AS TO FOR Salvador Navarrete City Attorney	- 12-4-19	OF LATHRO	OP CITY ATTORNEY				
•	rook CLSP, LLC / La Lybrook Fund Advisor	* *	tion, LLC					
BY:	Jeffrey M. Wilson Co-Portfolio Mana "SUBDIVIDER"	Date ger & Co-Managing	 g Partner					

# EXHIBIT A

FINAL MAPS - TRACTS 3808, 3809, 3810, 3811 AND 3812

#### OWNER'S STATEMENT:

THE UNDERSIGNED, DOES HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE DISTRICTURE BORDER OF THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT NO. 300B SUBDIVISIONS OF SAM JOAQUIN COUNTY, STAMFORD CROSSING PHASE IA CONSISTING OF SEVEN (7) SHEETS, THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDANION OF SAID MAP, THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY NUMBER WITH THEIR PRECISE LENGTH AND WIDTH,

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF LATHROP IN FEE FOR LANDSCAPING AND PUBLIC UTILITY PURPOSES:

1. THE REAL PROPERTY DESIGNATED ON SAID MAP AS PARCEL A".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF LATHROP AS EASEMENTS FOR PUBLIC PURPOSES:

- 1. THE REAL PROPERTY DESIGNATED ON SAID MAP AS "ALBANY STREET, BACARRA STREET, CENTRAL PACIFIC STREET, CHIMES STREET, MADRONE STREET, LOCOMOTIVE STREET. AND SUNOL STREET"
- 2.A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN SOUNDWALLS, 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, RECONSTRUCT, REPAIR AND MAINTAIN CABLES, PIPES, AND CONDUITS AND THEIR APPURIENANCES UPON, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP MARKED PUBLIC UTILITY EASEMENT" (PUE)

THE UNDERSIGNED DOES HEREBY RELINQUISH ANY AND ALL RICHTS OF INGRESS AND ECRESS TO VEHICULAR TRAFFIC (ABUTTERS RIGHTS) TO STANFORD CROSSING ALONG THE LOT LINES INDICATED

THE UNDERSIGNED DOES HEREBY RELEASE, EXTINGUISH, QUITCLAIM, AND REMOVE THE PRIVATE ACCESS AND UTILITY EASEMENT OVER LOT I AS SHOWN ON TRACT 3789 AS RECORDED IN BOOK 42 OF MAPS AND PLATS. AT PAGE 99, SAN JOAQUIN COUNTY RECORDS.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP. HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THIS MAP SHOWS ALL FASEMENTS OF RECORD ON THE PREMISES

OWNER: LATHROP LAND ACQUISITION LLC. A DELAWARE LIMITED LIABILITY COMPANY

PRINTED NAME:	
SIGNATURE:	 
TITLE:	 <del></del>
DATE:	

#### OWNER'S ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIMIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

COUNTY OF		
ON	2019,	BEFORE

STATE OF CALIFORNIA

COMMISSION # OF NOTARY:

0B-21-2019 11:56am Jeff Ux

PERSONALLY APPEARED

A NOTARY PUBLIC,
WHO PROVED TO ME ON THE
BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE
WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS
AUTHORIZED CAPACITY, AND BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR ENTITY
UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT. A NOTARY PUBLIC ME \_

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:
SIGNATURE:
PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
PRINCIPAL COUNTY OF BUSINESS:
COMMISSION EXPIRES:

(0.D. SHEET NO. 48)

### TRACT NO. 3808 SUBDIVISIONS OF SAN JOAQUIN COUNTY

STANFORD CROSSING - PHASE 1A A SUBDIVISION OF LOT 1. OF TRACT 3789 AS RECORDED IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN

CITY OF LATHROF SAN JOAQUIN COUNTY, CALIFORNIA

# **MACKAY & SOMPS**

DILETERS PLANTERS SURVEY 51478 FRANCIS DR. PLEASANTON, CA 94589 (925)215-1 APRIL 2019



#### VICINITY MAP NOT TO SCALE

#### 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 SUBSTITION, LLC, IN NOVEMBER, 2013. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED US TO STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED US TO STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID FINAL MAP
IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LATHROP, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

No 8817

ATED	THIS	 DAY	OF	 	 201

IAN BRUCE MACDONALD

# RIGHT TO FARM STATEMENT:

PER CITY OF LATHROP CODE OF ORDINANCES. TITLE 15 CHAPTER 15.48.04, THE CITY OF LATHROP PER CITY OF LATHROP CODE OF ORDINANCES. TITLE 15 CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERTY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTHER THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL, CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LUMITATION, CULTIVATION, PLOWING, SPRAYME, BRIGGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS.
PROTECTION OF CROPS AND ANNALS FROM DEPREDATION, AND OTHER ACTIVITIES WHICH MAY PROPERLY AND CENTER OF MARKET LINES WHICH MAY PROPERLY AND C PROTECTION OF CROPS AND ANNIALS 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 OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMPORT AS NORMAL AND NECESSARY ASPECTS OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

#### STATEMENT OF SOILS REPORT:

A SOILS REPORT ENTITLED. "STANFORD CROSSING, LATHROP, CALIFORNIA, GEOTECHNICAL EXPLORATION, PROJECT NO. 5747.003.003 AND DATED OCTOBER 27, 2017, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO INCORPORATED, STEVE HARRIS, P.E., G.E., AND IS ON FILE WITH THE CITY OF LATHROP

#### CITY SURVEYOR'S STATEMENT:

I, ANNE-SOPHIE TRUONG, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT NO. SOOK, SUBDINISIONS OF SAN JOAQUIN COUNTY, STAYFORD (ROSSING - PHASE IA" AND THAT THE SUBDIVISION SHOWN HEREON COMPLES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALLFORNIA SUBDIVISION AND ACT, SA AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY

ATED T	HIS _	 DAY OF	 2019,

ANNE-SOPHIE TRUONG, LS NO. 8998 ACTING CITY SURVEYOR



#### CITY ENGINEER STATEMENT:

I, GLENN GEBHARDT, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF TRACT NO. 3808, SUBDIVISIONS OF SAM JOAQUIN COUNTY, STANFORD CROSSING — PHASE IA\* AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. FURTHER STATE THAT THIS FINAL MAP COMPLES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHORY, AND ANY AMENDMENTS THEREOT, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP.

DATED THIS	DAY OF	. 2019.

GLENN GEBHARDT, R.C.E. 34681 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



#### CITY CLERK'S STATEMENT:

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "FRACT NO. 3008 SUBDIVISIONS OF SAN JOAQUIN COUNTY, STAMFORD CROSSING "PHASE TA" CONSISTING OF 3808 SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING — PHASE 1A\* CONSISTING OF SEVEN (7) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE DAY OF 2019, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESQUITION NO. DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION AND DO HEREMY ACCEPT ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL EASEMENTS, PARCEL A, ABUTTERS RICHTS OF ACCESS AND WATER RIGHTS, AND ACCEPTED THE OFFER OF DEDICATION OF ALL EASEMENTS, PARCEL A, ABUTTERS RICHTS OF ACCESS AND WATER RIGHTS, AND ACCEPTED THE OFFER OF DEDICATION OF ALL EASEMENTS, PARCEL A, ABUTTERS RICHTS OF ACCESS AND WATER RIGHTS, THE DIRECTION OF ALL EASEMENTS, PARCEL BY THE MEMORY OF SAID WAS USUALLY TO THE MEMORY OF MEMORY OF DEDICATION OF ALL THE MEMORY OF SAID WAS USUALLY TO THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE	IA TAHT	L BONDS AS	REC	DIRED	BY LA	W TO A	ACCOMPANY	THE	SAM NIHTIW	HAVE
BEEN APPROVED B	Y THE (	CITY COUNCIL	OF	THE CI	TY OF	LATHR	OP AND FILE	D IN	MY OFFICE.	

TERESA VARGAS CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN.

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

#### SECRETARY OF THE PLANNING COMMISSION'S STATEMENT:

THIS MAP CONFORMS TO THE VESTING TENTATIVE TRACT MAP NO. 3789 APPROVED BY THE PLANNING COMMISSION ON THE 18TH DAY OF DECEMBER, 2013.

DATED	THIS DAY OF	. 2019
DATED	THIS DAT OF	

MARK MEISSNER SECRETARY OF THE PLANNING COMMISSION COMMUNITY DEVELOPMENT DIRECTOR

#### COUNTY RECORDER'S STATEMENT:

FILED THIS	_ DAY OF	_, 2019,	AT	_M. IN BOOK	
MAPS AND PLATS, AT	PAGE AT THE F	REQUEST	OF		
FEE: \$					

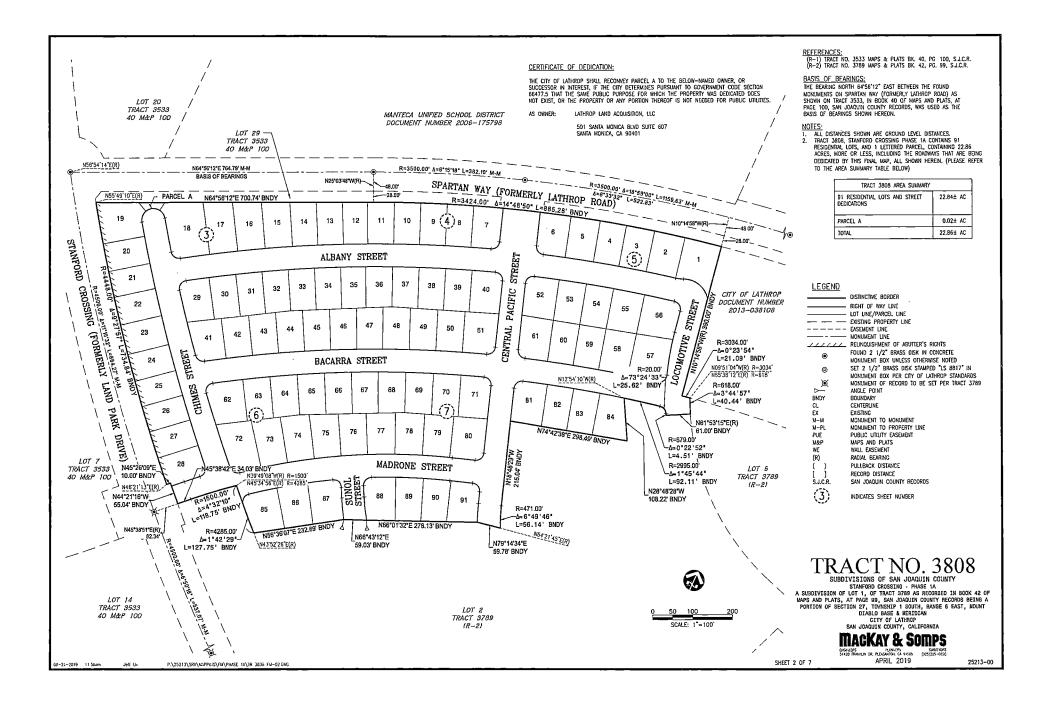
#### STEVE J. BESTOLARIDES ASSESSOR-RECORDER - COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA

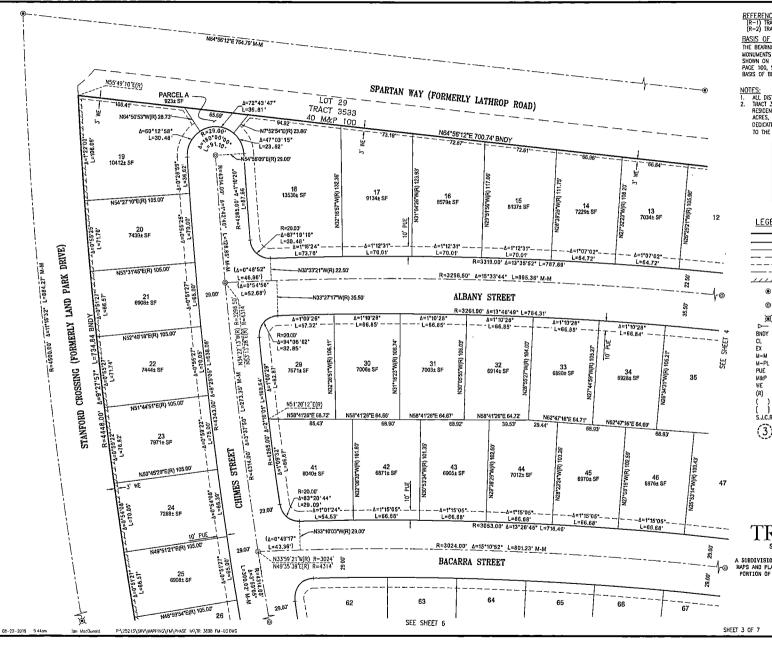
SHEET 1 OF 7

ASSISTANT/DEPUTY RECORDER

25213-01

P-\ 25213\ SDW MADDING\ FM\ DHASE 14\ TP 3808 FM=01 DWG





REFERENCES: (R-1) TRACT NO. 3533 MAPS & PLATS BK, 40, PG, 100, S.J.C.R. (R-2) TRACT NO. 3789 MAPS & PLATS BK, 42, PG, 99, S.J.C.R.

#### BASIS OF BEARINGS:

THE BEARING NORTH 64'56'12" EAST BETWEEN THE FOUND MONUMENTS ON SPARTAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE

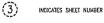
ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
TRACT 3808, STANFORD CROSSING PHASE 1A CONTAINS 91
RESIDENTIAL LOTS, AND 1 LETTERED PARCEL, CONTAINING 22.86 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, ALL SHOWN HEREIN, (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW)

DISTINCTIVE BORDER

TRACT 3808 AREA SUMMARY	
91 RESIDENTIAL LOTS AND STREET DEDICATIONS	22.84± AC
PARCEL A	0.02± AC
TOTAL	22.86± AC

#### LEGEND

RIGHT OF WAY LINE LOT LINE/PARCEL LINE EXISTING PROPERTY LINE ---- EASEMENT LINE MONUMENT LINE ///// RELINQUISHMENT OF ABUTTER'S RIGHTS FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN 0 MONUMENT BOX PER CITY OF LATHROP STANDARDS Ø MONUMENT OF RECORD TO BE SET PER TRACT 3789 ANGLE POINT BOUNDARY CL EX CENTERLINE EXISTING MONUMENT TO MONUMENT M-PL PUE M&P MONUMENT TO PROPERTY LINE
PUBLIC UTILITY EASEMENT MAPS AND PLATS WE WALL EASEMENT



RADIAL BEARING PULLBACK DISTANCE

RECORD DISTANCE



SAN JOAQUIN COUNTY RECORDS

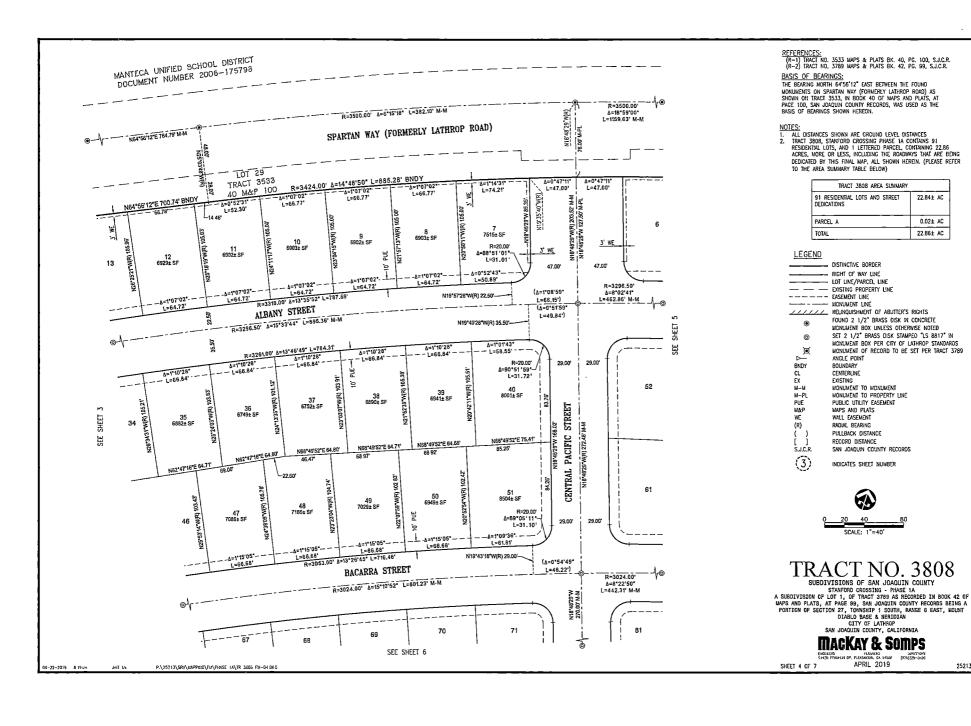
SUBDIVISIONS OF SAN JOAQUIN COUNTY STANFORD CROSSING - PHASE 1A

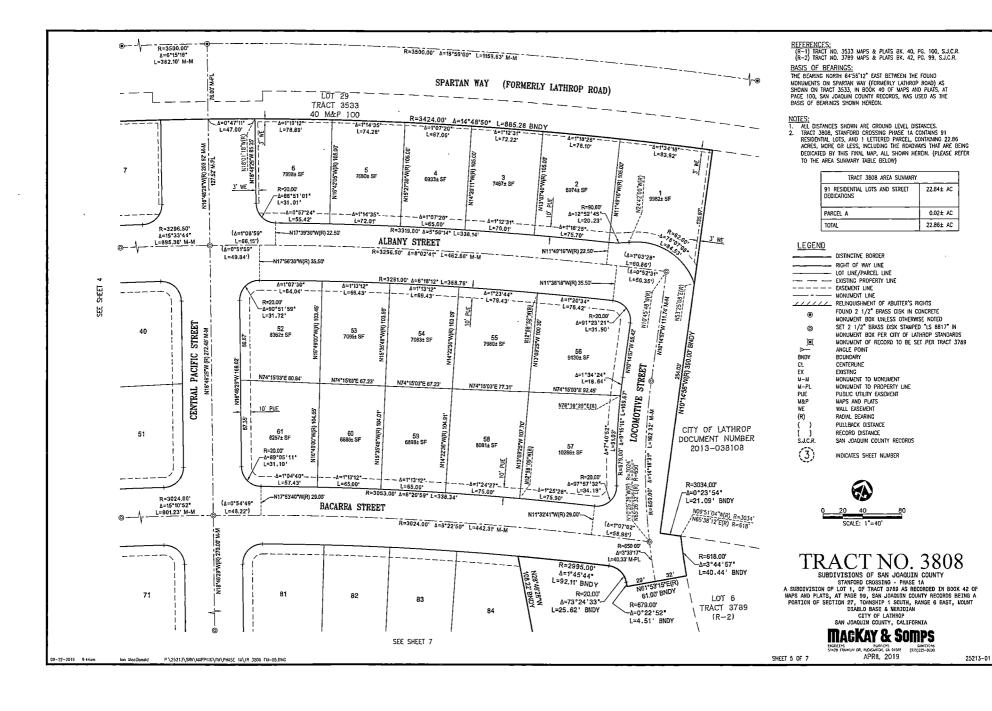
A SUBDIVISION OF LOT 1, OF TRACT 3789 AS RECORDED IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & NERIDIAN

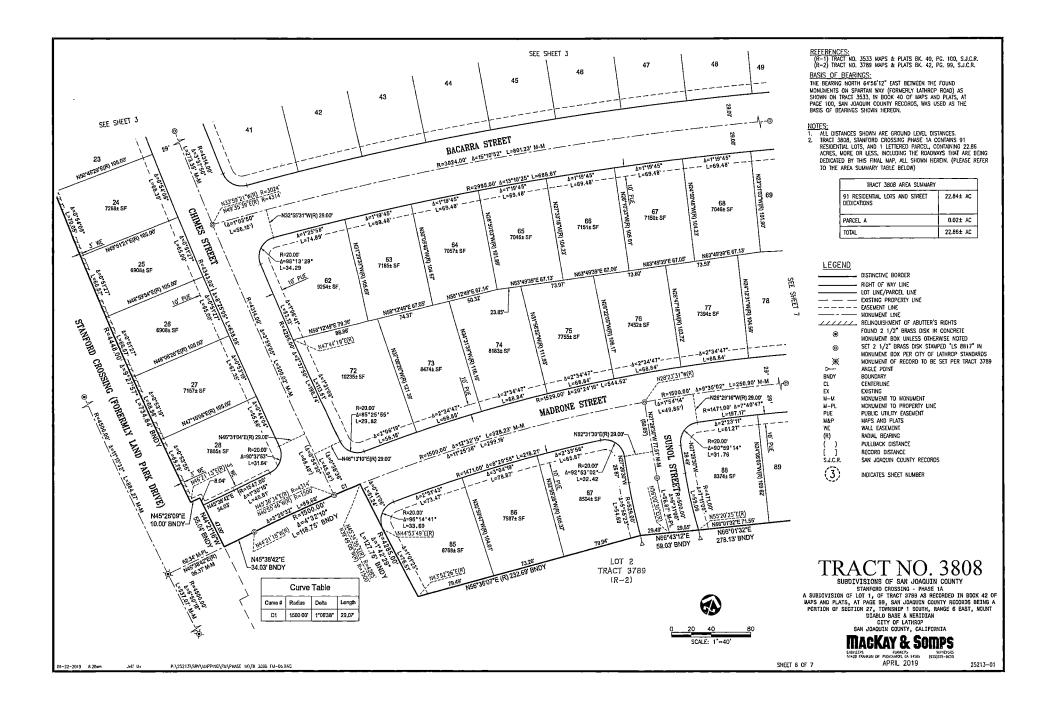
CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA

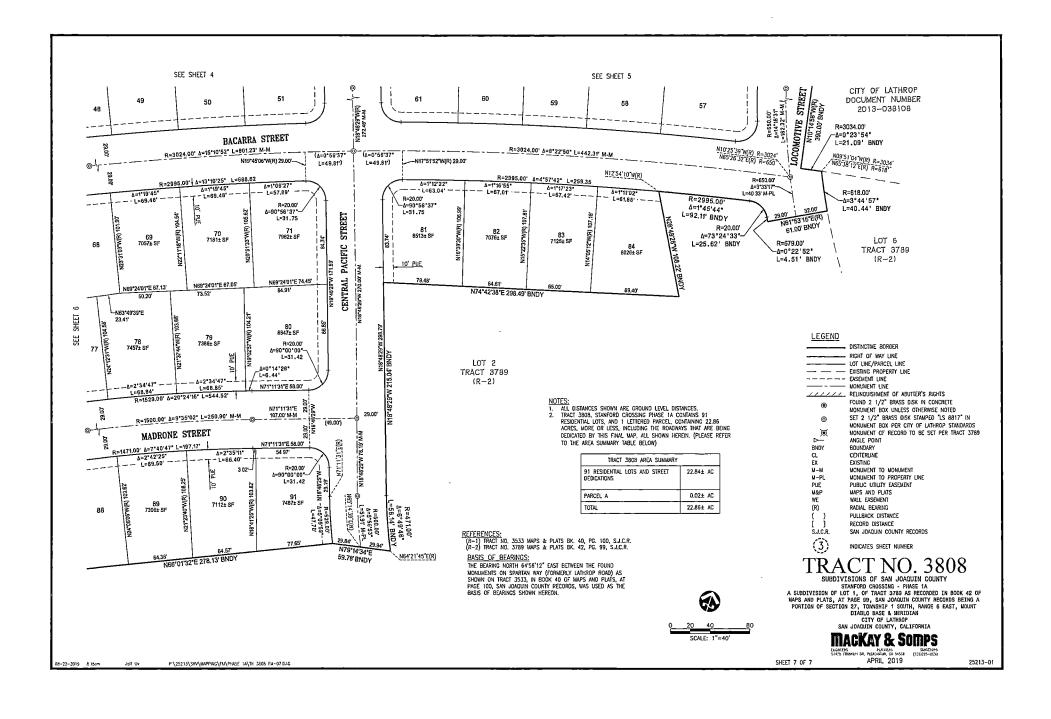
# **MACKAY & SOMPS**

APRIL 2019









#### OWNER'S STATEMENT:

THE UNDERSIGNED, DOES HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE DISTINCTIVE BORDER OF THE HEREIN EMBODIED FINAL MAP ENTITIED TRACT NO. 3809 SUBJOINSONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING PHASE IB\* CONSISTING OF EIGHT (8) SHEETS, THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY NUMBER WITH THEIR PRECISE LENGTH AND WOTH.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF LATHROP AS EASEMENTS FOR PUBLIC PURPOSES:

- 1. THE REAL PROPERTY DESIGNATED ON SAID MAP AS BARBARA TERRY BOULEVARD, CHIMES STREET, CENTRAL PACIFIC STREET, MADRONE STREET, LOCOMOTIVE STREET, POST STREET, SUNDL STREET, AND STREET, AND STREET, AND STREET, AND STREET, AND STREET.
- 2.A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN SOUNDWALLS, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP MARKED "MALL EASEMENT" (WE).
- 3.A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP MARKED PUBLIC UTILITY EASEMENT' (PUE).

THE UNDERSIGNED DOES HEREBY RELINQUISH ANY AND ALL RIGHTS OF INGRESS AND EGRESS TO VEHICULAR TRAFFIC (ABUTTERS RIGHTS)TO STANFORD CROSSING AND PORTIONS OF BARBARA TERRY BOULEVARD ALONG THE LOT LINES INDICATED BY THE SYMBOL

THE UNDERSIONED DOES HEREBY RELEASE, EXTINGUISH, QUITCLAIM, AND REMOVE THE PRIVATE ACCESS AND UTILITY EASEMENT OVER LOT 2 AS SHOWN ON TRACT 3789 AS RECORDED IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAN JOAQUIM COUNTY RECORDS.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THIS MAP SHOWS ALL EASEMENTS OF RECORD ON THE PREMISES.

OWNER: LATHROP LAND ACQUISITION LLC, A DELAWARE LIMITED LIABILITY COMPA	OWNER: LATHROP	LAND	ACQUISITION	LLC, A	DELAWARE	LIMITED	LIABILITY	COMPAN
---	----------------	------	-------------	--------	----------	---------	-----------	--------

				_
SIGNATURE:	_			
TITLE:				
				 _

#### OWNER'S ACKNOWLEDGEMENT:

DRINTED NAME

DATE:

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 VALUITY OF THAT DOCUMENT.

STATE OF CALIFORNIA	S\$
COUNTY OF	

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

witness my	HAND:	 		_
SIGNATURE:			 	_

PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS:

COMMISSION EXPIRES: \_\_\_\_\_\_COMMISSION # OF NOTARY: \_\_\_\_\_

#### STATEMENT OF SOILS REPORT:

A SOUS REPORT ENTITIED, "STANFORD CROSSING, LATHROP, CALIFORNIA, GEOTECHNICAL EXPLORATION, PROJECT NO, 5747.003.03 AND DATED OCTOBER 27, 2017, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO INCORPORATED, STEVE HARRIS, F.E., G.E., AND 15 ON TILE WITH THE CITY OF LATHROP

(D.D. SHEET NO. 48)

# TRACT NO. 3809

STANFORD CROSSING - PHASE 18
A SUBDIVISION OF LOT 2, OF TRACT 3789 AS RECORDED IN BOOK 42 OF
MAPS AND PLATS, AT PAGE 99, SAN JOAQUIN COUNTY RECORDS BEING A
PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT
DIABLO BASE A WERIDIAN
CITY OF LATRIED?

SAN JOAQUIN COUNTY, CALIFORNIA

# **MACKAY & SOMPS**

LANCERS PLANTARS SUMMOUS 428 FRANKLIN DP, PLEASAITON, CA 94588 (925)225-0636 APRIL 2019



VICINITY MAP

#### 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 LATHROP LAND ACQUISITION, LLC, IN NOVEMBER, 2013. I HEREBY STATE THAT THIS FIRAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON MILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID FINAL MAP IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LATHROP, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2019

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 PROPERTY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESICIDES. YOU ARE HEREBY NOTHERD THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMPROTA ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL WAND PROPER USE OF AGRICULTURAL UNDER CHIMTON, CULTIVATIONS, PLOWING, SPRAYING, IRRIGATION, PROVING, PLOWING, SPRAYING, IRRIGATION, PROVING, PLOWING, PROTECTION OF CROPS AND AMIMALS 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 GUISTIBE THE CITY SURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE RECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECTS OF LIMING IN AN AGRICULTURALLY ACTIVE REGION.

#### CITY ENGINEER STATEMENT:

I, CLENN GEBHARDT, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF "TRACT NO. 3809, SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING — PHASE 18" AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP.

DATED THIS DAY OF, 2019.
GLENN GEBHARDT, R.C.E. 34681  CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA
CITY SURVEYOR'S STATEMENT:
I, ANNE-SOPHIE TRUCNG, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT NO. 399, SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING - PHASE IB' AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.
DATED THIS DAY OF 2019,
ANNE-SOPHIE TRUONG, LS NO. 8998 ACTING CITY SURVEYOR  CITY CLERK'S STATEMENT:
I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED TRACTI NO. 3809 SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING — PHASE 18° CONSISTING OF EIGHT (8) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE DAY OF 2019, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. 120 MAP, AND AUTHORIZED ITS RECORDATION AND DO HEREBY ACCEPTED THE GENERAL SAID MEETING. APPROVE SAID MAP, AND AUTHORIZED LITS RECORDATION OF ALL BOULEVARDS AND STREETS AS SHOWN ON SAID MAP SUBJECT TO THE MEPROVEMENTS BEING COMPILETE, 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, 2019,
TERESA VARGAS CITY CLERK AND 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. 3789 APPROVED BY THE PLANNING COMMISSION ON THE 18TH DAY OF DECEMBER, 2013.
DATEDTHIS DAY OF, 2019
MARK MEISSNER SCORETARY OF THE PLANNING COMMISSION COMMUNITY DEVELOPMENT DIRECTOR

FILED THIS \_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_ 2019, AT \_\_\_\_\_\_M. IN BOOK \_\_\_\_

STEVE J. BESTOLARIDES
ASSESSOR-RECORDER - COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

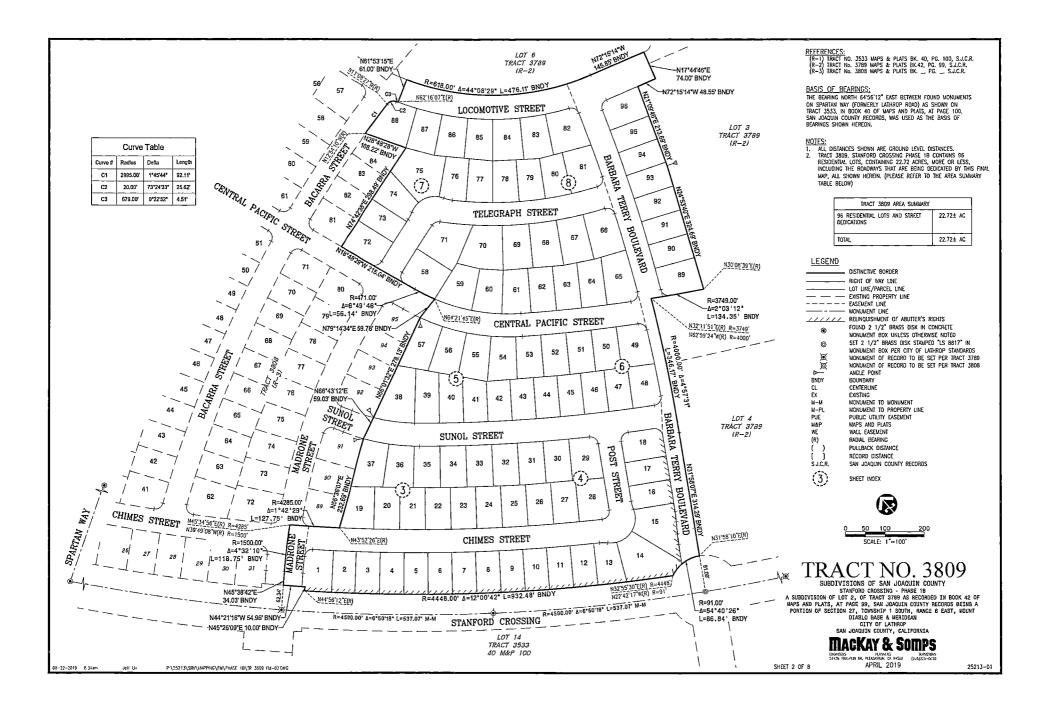
FEE: \$\_\_\_\_

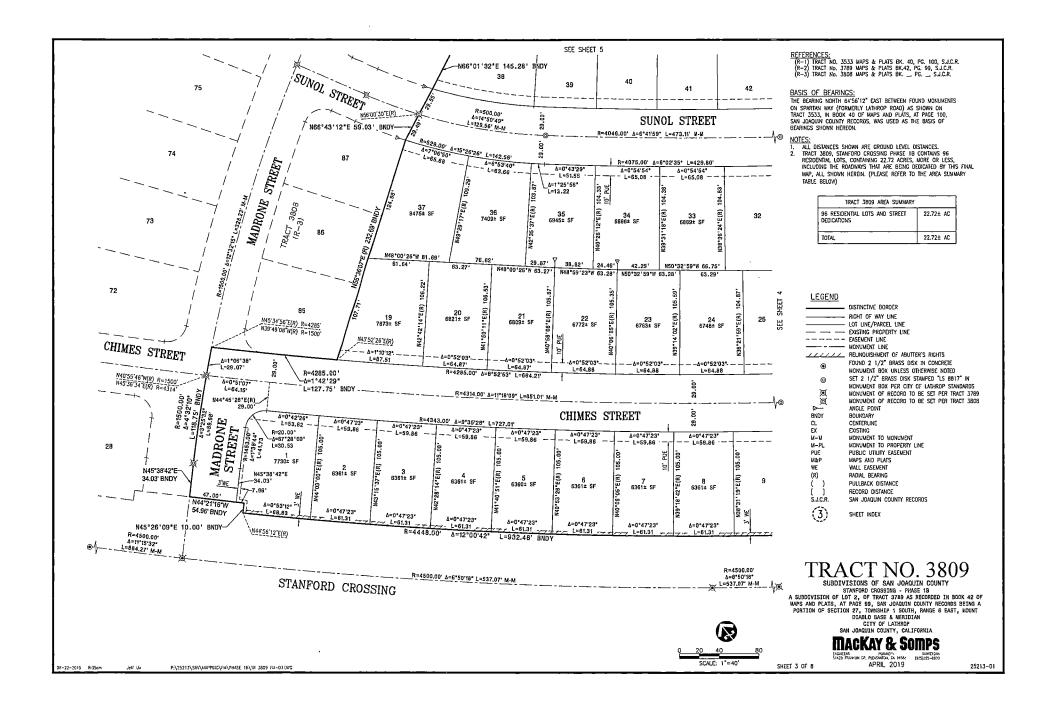
COUNTY RECORDER'S STATEMENT:

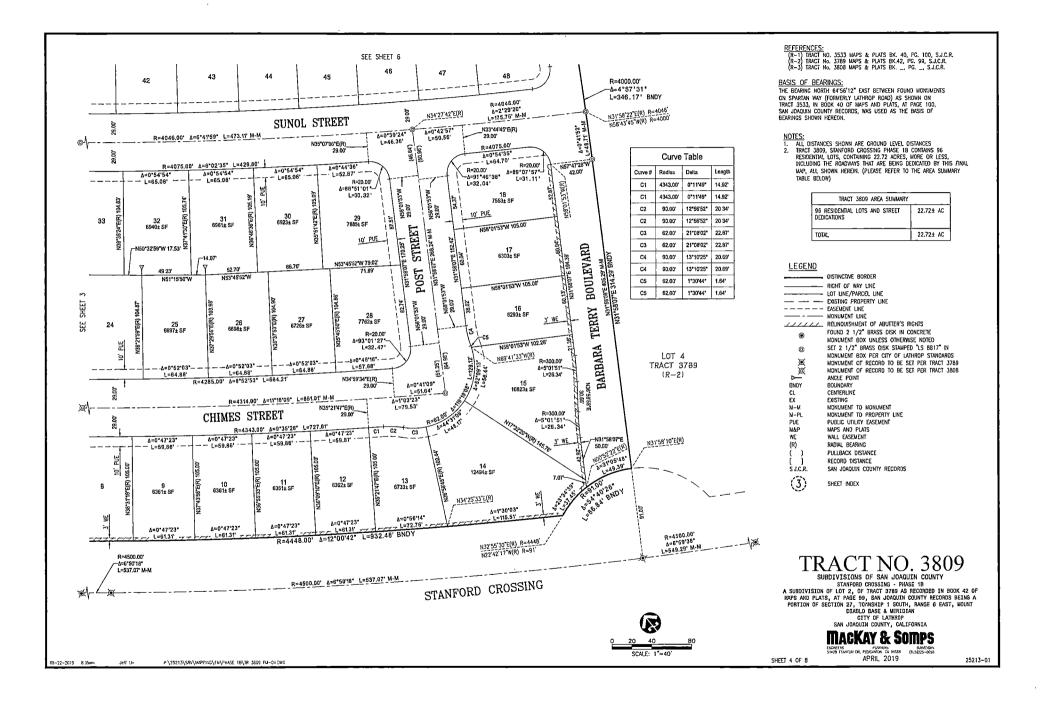
ASSISTANT/DEPUTY RECORDER

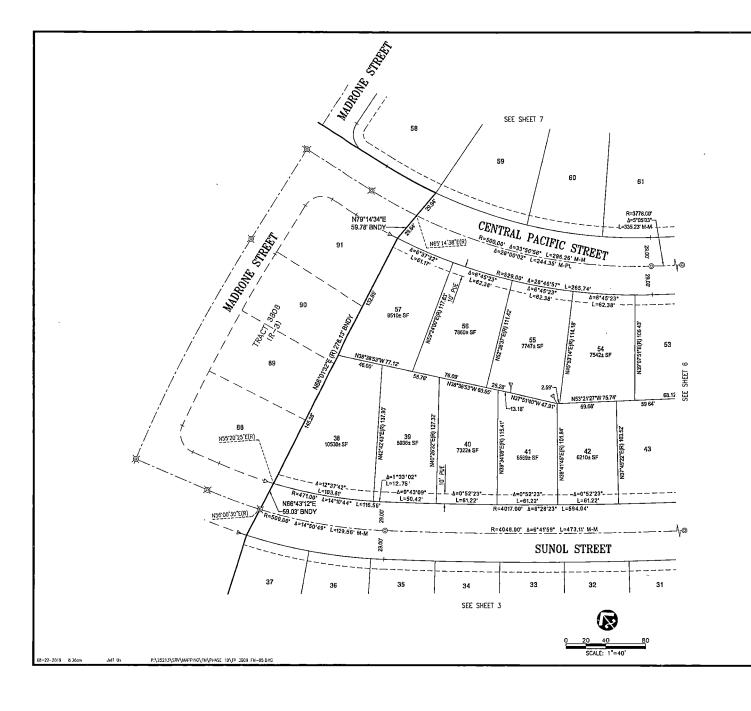
SHEET 1 OF 8

MAPS AND PLATS, AT PAGE \_\_\_\_\_, AT THE REQUEST OF \_\_\_\_









REFERENCES:

(R-1) TRACT NO. 3533 WAPS & PLATS BK. 40, PG. 100, S.J.C.R.
(R-2) TRACT NO. 3789 WAPS & PLATS BK.42, PG. 99, S.J.C.R.
(R-3) TRACT NO. 3808 MAPS & PLATS BK. \_, PG. \_, S.J.C.R.

BASIS OF BEARINGS: THE BEARING NORTH 64'56'12" EAST BETWEEN FOUND MONUMENTS ON SPARTAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON,

1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
2. TRACT 3809, STANFORD CROSSING PHASE 1B CONTAINS 96
RESIDENTIAL LOTS, CONTAINING 22.72 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, ALL SHOWN HEREIN. (PLEASE REFER TO THE AREA SUMMARY

TRACT 3809 AREA SUMMARY	
96 RESIDENTIAL LOTS AND STREET DEDICATIONS	22.72± AC
TOTAL,	22.72± AC

#### LEGEND

DISTINCTIVE BORDER RIGHT OF WAY LINE LOT LINE/PARCEL LINE EXISTING PROPERTY LINE ---- EASEMENT LINE MONUMENT LINE RELINQUISHMENT OF ABUTTER'S RIGHTS FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN 0 MONUMENT BOX PER CITY OF LATHROP STANDARDS MONUMENT OF RECORD TO BE SET PER TRACT 3789
MONUMENT OF RECORD TO BE SET PER TRACT 3808 BNDY CL EX M-M M-PL PUE M&P BOUNDARY CENTERLINE MONUMENT TO MONUMENT MONUMENT TO PROPERTY LINE PUBLIC UTILITY EASEMENT MAPS AND PLATS WE (R) WALL EASEMENT RADIAL BEARING PULLBACK DISTANCE RECORD DISTANCE SAN JOAQUIN COUNTY RECORDS SJCR

# TRACT NO. 3809

SUBDIVISIONS OF SAN JOAQUIN COUNTY STANFORD CROSSING - PHASE 1B A SUBDIVISION OF LOT 2, OF TRACT 3789 AS RECORDED IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAN JOAQUIN COUNTY RECORDS BEING A
PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT
DIABLO BASE & MERIDIAN

CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA

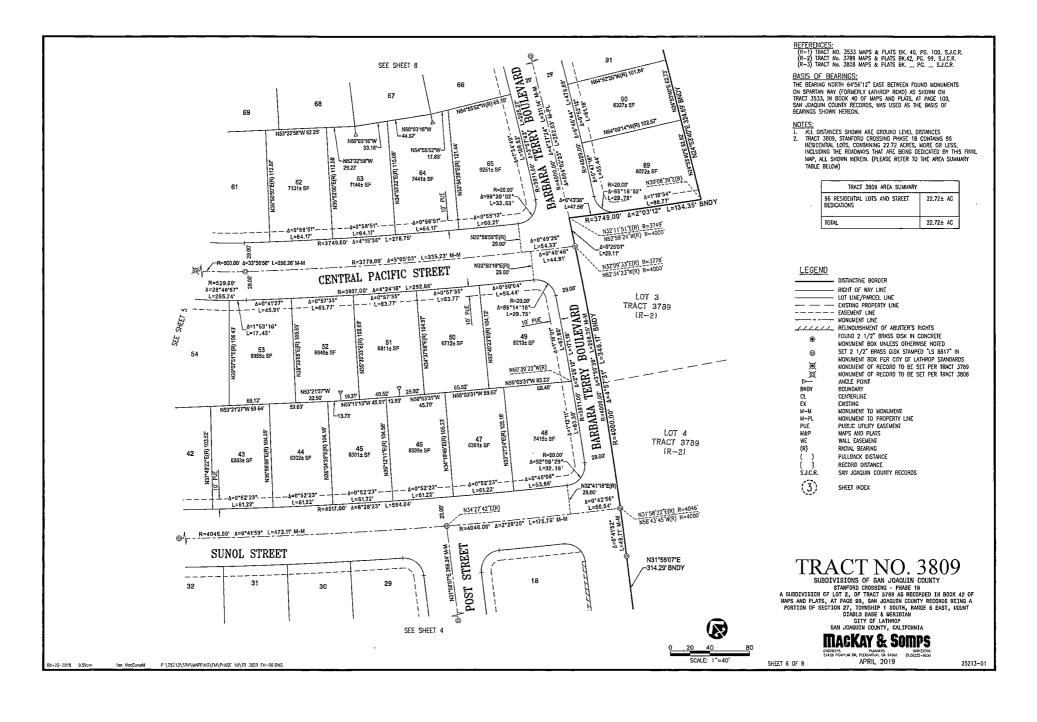
# MACKAY & SOMPS EMOLEPS PLANSES SURVIOUS SHEEL FRANCIA DR. PLESCHICH, DO. 94588 (925)275-0890

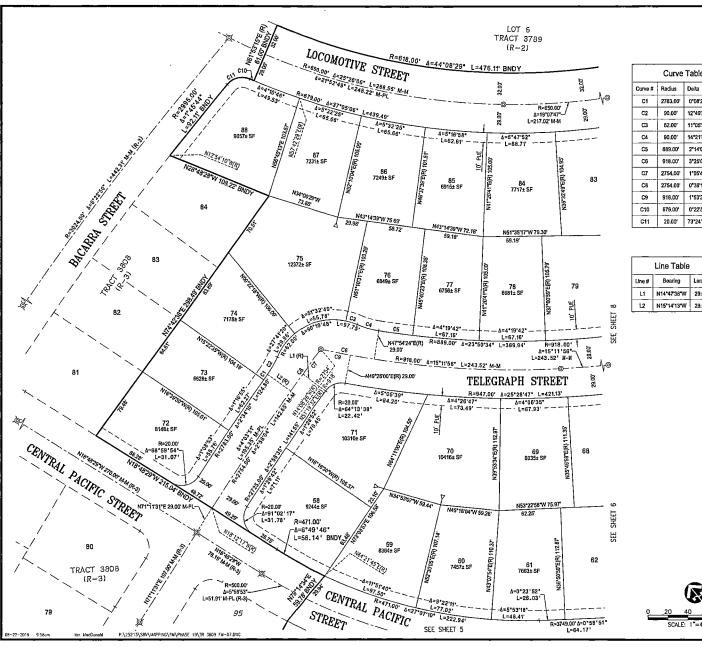
APRIL 2019

SHEET INDEX

SHEET 5 OF 8

(3)





# Length

C1 C2 СЗ C4 C5 C6 C7 C8 C9 C10 679,00' 0'22'52" 4.51'

Curve Table

2783.00°	0°08'22"	6.7 <i>T</i> ′
90,00	12*49'25*	20.14'
62.00'	11°05'39"	12.01'
90.00'	14*21'47*	22 56'
889.00	2"14"01"	34.86
918.00'	3*25'09*	54.78
2754.00'	1*05'47*	52.70
 2754.00	0*39*12*	31.40
918.00'	1"53'32"	30.32

20.00' 73"24"33" 25.62"

Line Table					
Line#	Length				
L1	N14"47"38"W	29.00			
1.2	N15*14'13"W	29.00			

REFERENCES:

(R-1) TRACT NO. 3533 WAPS & PLATS BK. 40, PG. 100, S.J.C.R.
(R-2) TRACT NO. 3789 WAPS & PLATS BK. 42, PG. 99, S.J.C.R.
(R-3) TRACT NO. 3808 WAPS & PLATS BK. ..., PG. ..., S.J.C.R.

BASIS OF BEARINGS:
THE BEARING NORTH 64'56'12" EAST BETWEEN FOUND MONUMENTS ON SPARTAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100. SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES. TRACT 3809, STANFORD CROSSING PHASE 18 CONTAINS 96
RESIDENTIAL LOTS, CONTAINING 22,72 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, ALL SHOWN HEREIN. (PLEASE REFER TO THE AREA SUMMARY

TRACT 3809 AREA SUMMARY	
96 RESIDENTIAL LOTS AND STREET DEDICATIONS	22,72± AC
TOTAL	22.72± AC

#### LEGEND

 DISTINCTIVE BORDER
 RIGHT OF WAY LINE
 LOT LINE/PARCEL LINE
 EXISTING PROPERTY LINE
 EASEMENT LINE
 MONUMENT LINE

# ZZZZZ RELINQUISHMENT OF ABUTTER'S RIGHTS FOUND 2 1/2" BRASS DISK IN CONCRETE

MONUMENT BOX UNLESS OTHERWISE NOTED SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS MONUMENT OF RECORD TO BE SET PER TRACT 3789 MONUMENT OF RECORD TO BE SET PER TRACT 3808 ANGLE POINT

BNDY BOUNDARY CL EX CENTERLINE EXISTING

MONUMENT TO MONUMENT MONUMENT TO PROPERTY UNE PUBLIC UTILITY EASEMENT M-PL PUE M&P MAPS AND PLATS WALL EASEMENT RADIAL BEARING PULLBACK DISTANCE RECORD DISTANCE SAN JOAQUIN COUNTY RECORDS S.J.C.R.

(3) SHEET INDEX

# **TRACT NO. 3809**

SUBDIVISIONS OF SAN JOAQUIN COUNTY

A SUBDIVISION OF DANK COMMUNIC COUNTY
A SUBDIVISION OF LOT 2, OF TRACT 3789 AS RECORDED IN BOOK 42 OF
MAPS AND PLATS, AT PAGE 99, SAN JOACHIN COUNTY RECORDS BEING A
PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, LOUNT
DIABLO BASE & MERIDIAN

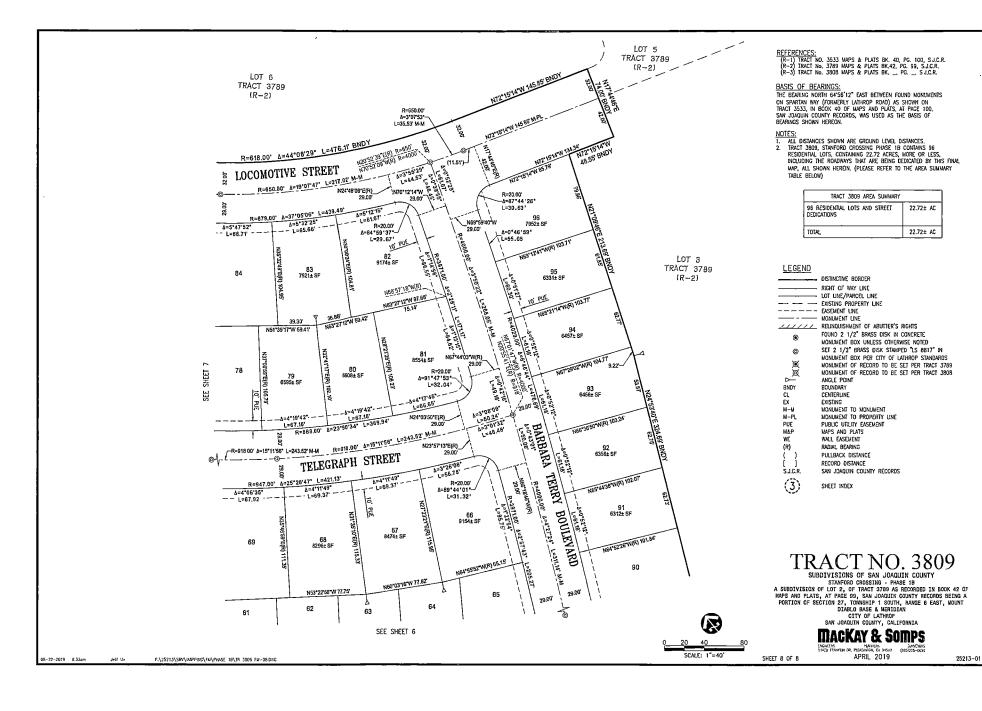
CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA

**MACKAY & SOMPS** 

SHEET 7 OF 8

SCALE: 1"=40"

APRIL 2019



#### OWNER'S STATEMENT:

THE UNDERSIGNED, DOES HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMPRACED WITHIN THE DISTRICTME BORDER OF THE HEREIN EMBODRED FINAL MAP ENTITLED "TRACT NO. 3810 SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING -PHASE 2A" CONSISTING OF SIX (6) SHEETS, THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP. THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY NUMBER WITH THEIR PRECISE LENGTH AND WIDTH.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF LATHROP AS EASEMENTS FOR PUBLIC PURPOSES:

- 1. THE REAL PROPERTY DESIGNATED ON SAID MAP AS "ATHENA STREET, BARBARA TERRY BOULEVARD, CENTRAL PACIFIC STREET, GEORGE STREET, JEWELS STREET, LOCOMOTIVE STREET, AND PORT WASHINGTON STREET.
- 2.A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN SOUNDWALLS, 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, RECONSTRUCT, REPAIR AND MAINTAIN CABLES, PIPES, AND CONDUITS AND THEIR APPURIENANCES UPON, OVER AND UNDER THE STIPPS OF LAND SHOWN UPON SAID MAP MARKED "PUBLIC UTILITY EASEMENT" (PUE).

THE UNDERSIGNED DOES HEREBY RELEASE, EXTINGUISH, QUITCLAIM, AND REMOVE THE PRIVATE ACCESS AND UTILITY EASEMENT OVER LOT 3 AS SHOWN ON TRACT 3789 AS RECORDED IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAN JOAQUIN COUNTY RECORDS.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL WATER RIGHTS THAT THE UNDERSIONED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THIS MAP SHOWS ALL FASEMENTS OF RECORD ON THE PREMISES

WNFR-I	ATHROP	LAND	ACCURSITION	HIC	Α	DEL AWARE	LIMITED	HARILITY	COMPAN

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 SIGKED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA	}
COOKIT OF	-5

2019, BEFORE ME \_\_\_ A NOTARY PUBLIC DN 2019, 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 BASIS OF SMISS CONT EVIDENCE DE DE THE PERSON HIDE SECRET HE SAME IN SAME IN HIS WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SECONDE THE SAME IN HIS AUTHORIZED CAPACITY, AND BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR ENTITY UPON BEACH OF WHICH THE PERSON ACTEO, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:						
SIGNATURE:						
PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE						
PRINCIPAL COUNTY OF BUSINESS:						

#### STATEMENT OF SOILS REPORT:

COMMISSION EXPIRES:

COMMISSION # OF NOTARY:

A SOILS REPORT ENTITLED, "STANFORD CROSSING, LATHROP, CALIFORNIA, GEOTECHNICAL EXPLORATION, PROJECT NO. 5747.003.003 AND DATED OCTOBER 27, 2017, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO INCORPORATED, STEVE HARRIS, P.E., G.E., AND IS ON FILE WITH THE CITY OF LATHROP.

P-\ 25213\SRV\ MAPPING\ EN\ PHASE 2A\ TR 3810 FM-01.0WG

(D.D. SHEET NO. 48)

# TRACT NO. 3810

SUBDIVISIONS OF SAN JOAQUIN COUNTY STANFORD CROSSING - PHASE 2A

A SUBDIVISION OF LOT 3, OF TRACT 3789 AS RECORDED IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN

CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA

# **MACKAY & SOMPS**

ENGINEERS PLANTERS SURVEYORS \$1428 FRANKLIN DR. PLEACANTON, CA 94525 (925)225-0698 APRIL 2019



VICINITY MAP

#### 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 LATHFOR LAND ACQUISITION, LLC, IN NOVEMBER, 2013. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED US STINC TENTATURE MAP. I PURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID FINAL MAP IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LATHFORP, AND THAT SAID MONUMENTS WILL BE SUPFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED	THIS	DAY (	)F	. 2019

IAN BRUCE MACDONALD LS NO. 8817

# RIGHT TO FARM STATEMENT:

PER CITY OF LATHROP CODE OF DROINANCES. THILE 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 NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS, YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMPORT ARISING FROM THE LAWFUL AND POPER USE OF AGRICULTURAL CHEMICALS, AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATIONS, PLOWING, SPRAYING, IRRICATION, PROVING, HAPKESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPEDATION, AND OTHER ACTIVITIES WHICH MAY GENERATE OUST, SMOKE, NOSE, COOR, ROCENTS AND PESTS, BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSCIOURITY, DEPENDING ON THE LOCATION FOVER PROPERTY, IT MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSCIOURITY, DEPENDING ON THE LOCATION FOVER PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMPORT AS NORMAL AND NECESSARY ASPECTS OF LUVING IN AM REQUILITURALLY ACTIVE REGION. PER CITY OF LATHROP CODE OF ORDINANCES. TITLE 15 CHAPTER 15.48.04, THE CITY OF LATHROP NORMAL AND NECESSARY ASPECTS OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

#### CITY ENGINEER STATEMENT:

DATED THIS

GLENN GEB

I. GLENN GEBHARDT, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF "TRACT NO. 3810. I, GLEINN GEBHARUI, HERCEBY STAIL HAIL HAVE EXAMINEU HIS MAP OF THACE IN U. SBIU, SUBDIMISIONS OF SAM JOAQUIN COUNTY, STANFORD CROSSING — PHASE ZA\* AND THAT THE SUBDIMISION SHOWN HERCEN IS SUBSTANTALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP 3789, AND ANY APPROVED ALTERATIONS THEREOF, I FURTHER STATE THAT THIS FINAL MAP COMPILES WITH ALL APPLICABLE AT ROBINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THEREFOL, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP.

DAY OF	2019.	PROFESSION
HARDT, R.C.E. 34681		Color and Co
EER OF THE THROP, CALIFORNIA		No. 34681
		CIVIL

#### CITY SURVEYOR'S STATEMENT:

I, ANNE-SOPHIE TRUONG, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3810, SUBDIMISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING - PHASE 2A" AND THAT THE SUBDIMISION SHOWN HEREON COMPLIES WITH AUL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIMISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY

DATED	THIS	 DAY	OF	 2019,

ANNE-SOPHIE TRUCNG, LS NO. 8998 ACTING CITY SURVEYOR



#### CITY CLERK'S STATEMENT:

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT NO. 3810. SUBDIVISIONS OF SAN JOAQUIN COUNTY, STAMFOR CROSSING O FHASE ZA "CONSISTING OF 3810 SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING — PHASE 2A\* CONSISTING OF SIX (6) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO.

DULY PASSED AND ADDREDING, APPROVE SAID MAY, AND AUTHORIZED ITS RECORDATION AND DO HEREBY ACCEPT ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE CEDICATION OF ALL SOLUCEVANDS AND STREETS AS SHOWN ON SAID MAY SUBJECT TO THE DELICATION OF ALL SOLUCEVANDS AND STREETS AS SHOWN ON SAID MAY SUBJECT TO THE

IMPROVEMENTS BEING COMPLETED, IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

		BY LAW TO ACCOMPANY THE TY OF LATHROP AND FILED IN	
DATED THIS	DAY OF	2019,	

TERESA VARGAS	
CITY CLERK AND 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. 3789 APPROVED BY THE PLANNING COMMISSION ON THE 18TH DAY OF DECEMBER, 2013.

DATED	THIS DAY OF	. 2019

MARK MEISSNER SECRETARY OF THE PLANNING COMMISSION COMMUNITY DEVELOPMENT DIRECTOR

COUNTY	RECORDER'S	STATEMENT.

FILED THIS	DAY OF	2019,	ΑŢ	,M. IN BOOK
	S, AT PAGE	AT THE REQUEST	OF	

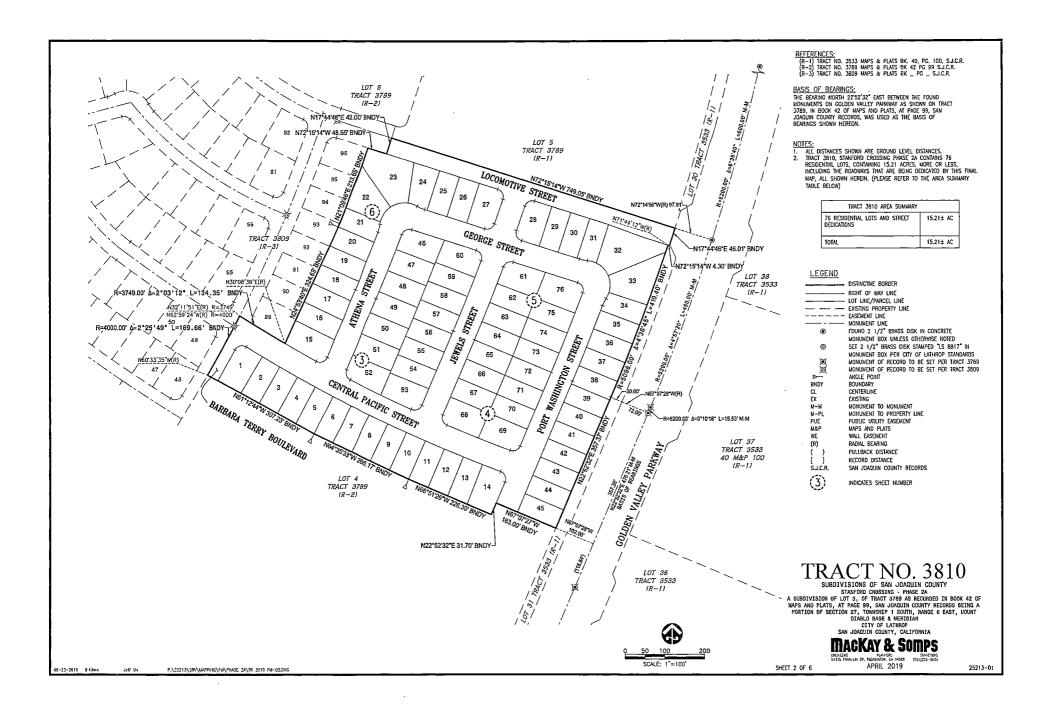
ASSESSOR-RECORDER - COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA

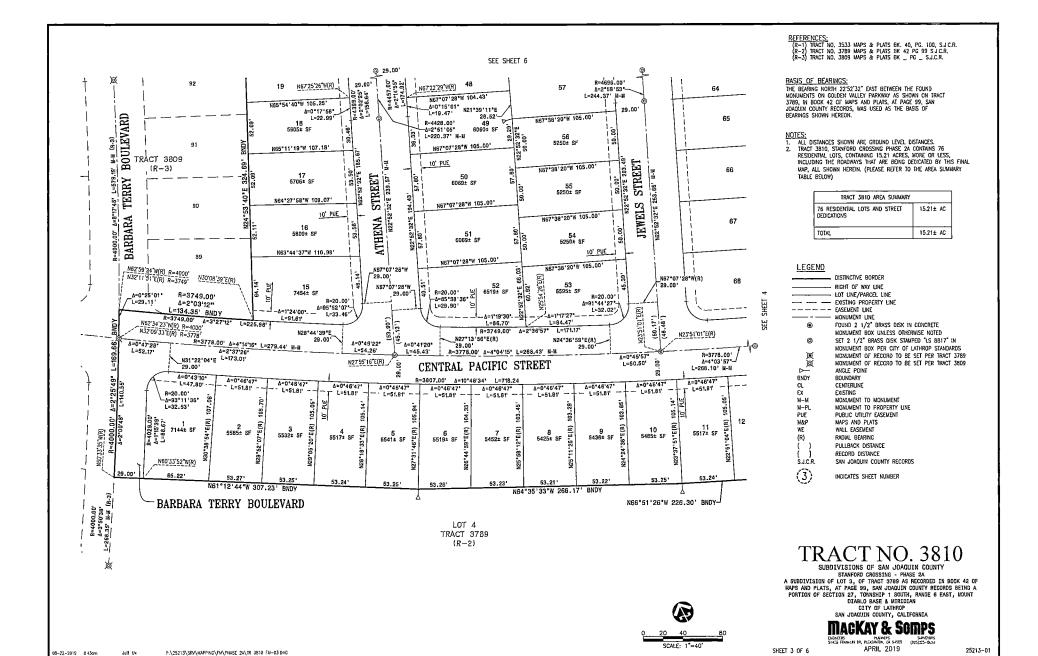
AS:	SISTA	NT/D	EPU1	Y R	ECORD	E

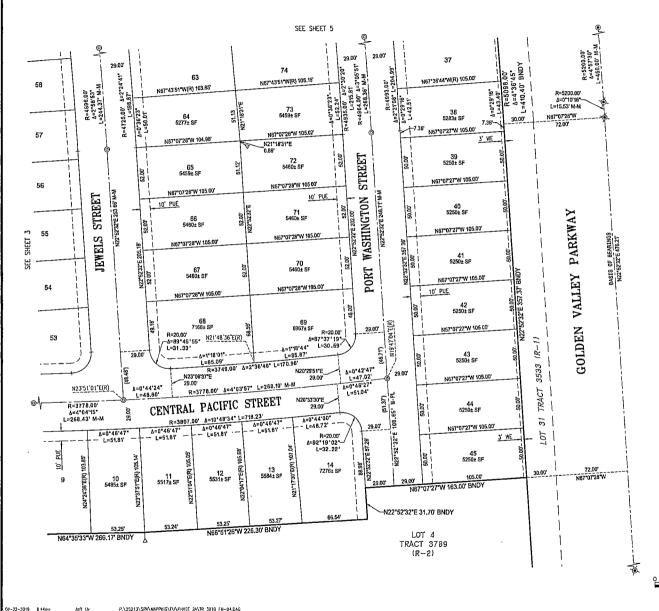
SHEET 1 OF 6

25213-01

08=22-2019 8 42nm HEFERENCES, TITLE







REFFRENCES:
(R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PC. 100, S.J.C.R.
(R-2) TRACT NO. 3789 MAPS & PLATS BK 42 PG 99 S.J.C.R.
(R-3) TRACT NO. 3809 MAPS & PLATS BK \_ PG \_ S.J.C.R.

BASIS OF BEARINGS:

THE BEARING NORTH 22'52'32" EAST BETWEEN THE FOUND MONUMENTS ON COLDEN VALLEY PARKWAY AS SHOWN ON TRACT 3789, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES:

1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
2. TRACT 3810, STANFORD CROSSING PHASE 2A CONTAINS 76
RESIDENTIAL LOTS, CONTAINING 15.21 ACRES, MORE OR LESS,
INCLUDION THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL
MAP, ALL SHOWN HERRIN. (PLEASE REFER TO THE AREA SUMMARY

76 RESIDENTIAL LOTS AND STREET 15 21± AC DEDICATIONS	TRACT 3810 AREA SUMMARY	
		15 21± AC

LEGEND

DISTINCTIVE BORDER RIGHT OF WAY LINE LOT LINE/PARCEL LINE EXISTING PROPERTY LINE ---- EASEMENT LINE MONUMENT LINE FOUND 2 1/2" BRASS DISK IN CONCRETE • MONUMENT BOX UNLESS OTHERWISE NOTED SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS MONUMENT OF RECORD TO BE SET PER TRACT 3789 MONUMENT OF RECORD TO BE SET PER TRACT 3809 BNDY BUTINDARA CENTERLINE CL EXISTING MONUMENT TO MONUMENT
MONUMENT TO PROPERTY LINE м-м M-PI PUBLIC UTILITY EASEMENT PUE MAPS AND PLATS WE WALL FASEMENT RADIAL BEARING (R) PULLBACK DISTANCE RECORD DISTANCE S.J.C.R. SAN JOAQUIN COUNTY RECORDS (3)INDICATES SHEET NUMBER

# TRACT NO. 3810

STANFORD CROSSING - PHASE 2A A SUBDIVISION OF LOT3, OF TRACT 3789 AS RECORDED IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAN JOAQUIM COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, ARNE G EAST, WOUNT DIABLO BASE A WERDIZAN CITY OF LAT

SAN JOAQUIN COUNTY, CALIFORNIA

**MACKAY & SOMPS** 

SHEET 4 OF 6

ENGIGERS FLANKEN DR. PLEASARTON, CA 94588 APRIL 2019

SCALE: 1"=40"



REFERENCES:

(R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
(R-2) TRACT NO. 3789 MAPS & PLATS BK 42 PG 99 S.J.C.R.
(R-3) TRACT NO. 3809 MAPS & PLATS BK \_ PG \_ S.J.C.R.

BASIS OF BEARINGS:

THE BEARING NORTH 22'52'32" EAST BETWEEN THE FOUND MONUMENTS ON GOLDEN VALLEY PARKWAY AS SHOWN ON TRACT 3789, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES:

ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
TRACT 3810, STANFORD CROSSING PHASE 2A CONTAINS 76
RESIDENTIAL LOTS, CONTAINING 15.21 ACRES, MORE OR LESS, INCLUDING THE ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, ALL SHOWN HEREIN. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW)

TRACT 3810 AREA SUMMARY	
76 RESIDENTIAL LOTS AND STREET DEDICATIONS	15.21± AC
TOTAL	15.21± AC

#### LEGEND

 $(\widehat{3})$ 

DISTINCTIVE BORDER RIGHT OF WAY LINE LOT LINE/PARCEL LINE EXISTING PROPERTY LINE ---- EASEMENT LINE MONUMENT LINE FOUND 2 1/2" BRASS DISK IN CONCRETE ◉ MONUMENT BOX UNLESS OTHERWISE NOTED 0 SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS Ø MONUMENT OF RECORD TO BE SET PER TRACT 3789 MONUMENT OF RECORD TO BE SET PER TRACT 3809 ANGLE POINT BNDY BOUNDARY CL CENTERLINE MONUMENT TO MONUMENT
MONUMENT TO PROPERTY LINE M→M M→PL PUE PUBLIC UTILITY EASEMENT M&P MAPS AND PLATS WE WALL FASEMENT RADIAL BEARING (R) PULLBACK DISTANCE RECORD DISTANCE S.J.C.R. SAN JOAQUIN COUNTY RECORDS

INDICATES SHEET NUMBER

# TRACT NO. 3810

SUBDIVISIONS OF SAN JOAQUIN COUNTY STANFORD CROSSING - PHASE 2A A SUBDIVISION OF LOT 3, OF TRACT 3789 AS RECORDED IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN

CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA

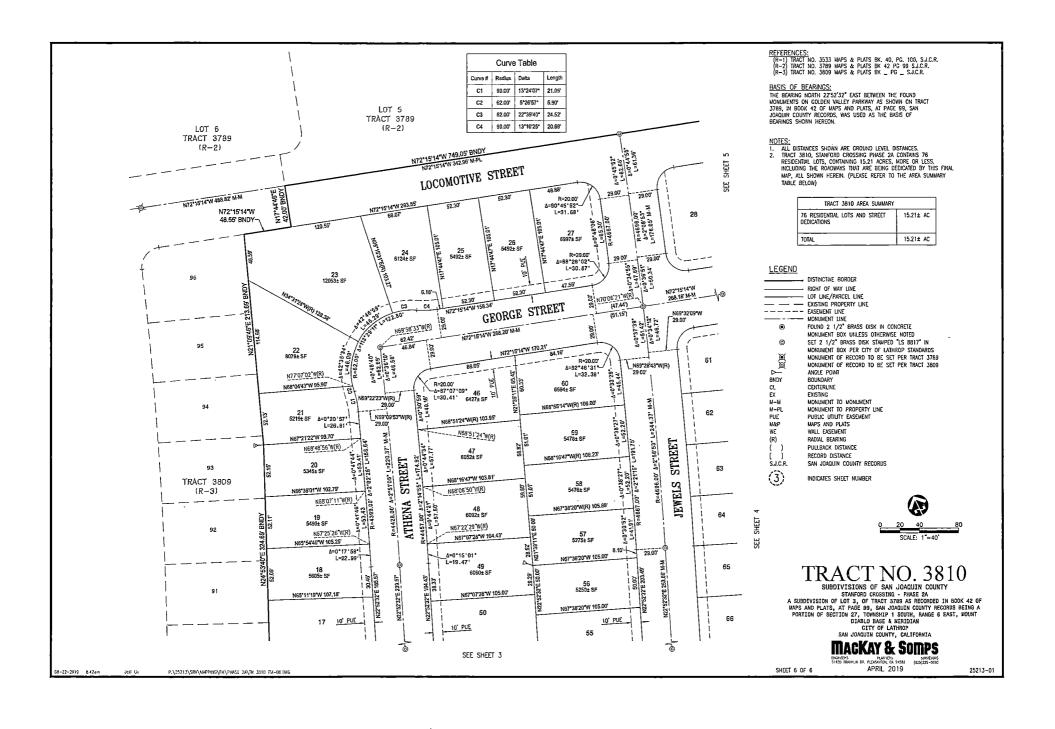
# MACKAY & SOMPS ENGINERS SUMPOINS S1425 FRANKIN DR. PLEKSANTUN, DA 94588 (9.15)225-0450

SHEET 5 OF 6

SCALE: 1"=40"

APRIL 2019

25213-01



#### OWNER'S STATEMENT:

THE UNDERSIGNED, DOES HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE DISTINCTIVE BORDER OF THE HEREIN EMBODIED FINAL MAP ENTITLED TRACT NO. JBI1 SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING MAP ENTITLED TIME OF SIX (6) SHEETS, THAT WE HAVE CAUSED SAID MAP TO BE PREPARE FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY NUMBER WITH THEIR PRECISE LENGTH AND WOTH.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF LATHROP AS EASEMENTS FOR PUBLIC PURPOSES:

- 1. THE REAL PROPERTY DESIGNATED ON SAID MAP AS BARBARA TERRY BOULEVARD. PORT WASHINGTON STREET, RAILWAY STREET, SACRAMENTO STREET, AND SUNOL
- 2.A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN SOUNDWALLS, 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, RECONSTRUCT, REPAIR AND MAINTAIN CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP MARKED PUBLIC UTILITY EASEMENT (PUB).

THE UNDERSIGNED DOES HEREBY RELINQUISH ANY AND ALL RIGHTS OF INGRESS AND EGRESS TO VEHICULAR TRAFFIC (ABUTTERS RIGHTS)TO STANFORD CROSSING AND PORTION OF BARBARA TERRY BOULEVARD ALONG THE LOT LINES INDICATED BY THE SYMBOL

THE UNDERSIGNED DOES HEREBY RELEASE, EXTINGUISH, QUITCLAIM, AND REMOVE THE PRIVATE ACCESS AND UTILITY EASEMENT OVER LOT 4 AS SHOWN ON TRACT 3789 AS RECORDED IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAN JOAQUIN COUNTY RECORDS.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THIS MAP SHOWS ALL EASEMENTS OF RECORD ON THE PREMISES

OWNER: LATHROP LAND	ACQUISITION I.I.C. A	L DELAWARE 1	LIMITED	LIABILITY	COMPANY

PRINTED NAME:	
SIGNATURE:	
DD:E:	

#### 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	í

, 2019, BEFORE ME \_\_\_\_ \_\_\_\_\_ A NOTARY PUBLIC, PERSONALLY APPEARED

MICHAELY APPEARED

BASIS OF SATISFACTORY EMBENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN ITS AUTHORIZED CAPACITY, AND BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR ENTITY UPON BEHALF OF WHICH THE PERSON ACTED EXPERITED THE INSTRUMENT THE PERSON, OR ENTITY UPON BEHALF OF WHICH THE PERSON ACTED EXPERITED THE INSTRUMENT. UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMEN

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: \_\_

SIGNATURE:

PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS:

COMMISSION EXPIRES: \_\_ COMMISSION # OF NOTARY: \_\_\_\_

#### STATEMENT OF SOILS REPORT:

A SOILS REPORT ENTITIED, "STANFORD CROSSING, LATHROP, CALIFORNIA, GEOTECHNICAL EMPLORATION, PROJECT NO. 5747.03.003 AND DATED COTOBER 27, 2017, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO INCORPORATED, STEVE HARRIS, P.E., G.E., AMD IS ON FILE WITH THE CITY OF LATHROP.

TRACT NO. 3811

STANFORD CROSSING - PHASE 28

A SURDIVISION OF LOT 4. OF TRACT 3789 AS RECORDED IN BOOK 42 OF A SUBJIVISION OF LOT 4, OF TRACE 798 AS RECORDED IN BOOM SEEING A
MAPS AND PLATS, AT PAGE 99, SAN JOAQUIN COUNTY RECORDS BEING A
PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT
DIABLO BASE & MERIDIAN

CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA

# **MACKAY & Somps**

ENAMERS PLANTERS SURFEYORS 51426 FFUREIN DR. PLEASATON, CA 94585 (925)225-0663 APRIL 2019



VICINITY MAP NOT TO SCALE

## 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 FORDINANCE AT THE REQUIRE OF LAND ACQUISITION, LLC, IN NOVEMBER, 2013. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VISING INTRATUR MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID FINAL MAP WITHOUT AND AND THAT SAID MONUMENTS WILL BE MPROVED. THE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID FINAL MAP SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

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

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 HOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTIGES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OF DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTIGEDS AND FROM FROM THE LAWFUL AND PROPER USE OF ACRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER ACRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATIONS, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF ACRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANNALS FROM DEPREDATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SAMCE, NOISE, ODDER, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO ACRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL MAN INFERSERY ASSECTS OF LINKING IN AN ACRICULTURAL OF ACTIVITY OF THE PROPERTY O NORMAL AND NECESSARY ASPECTS OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

# CITY ENGINEER STATEMENT:

I, GLENN GEBHAROT, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF TRACT NO. 3811, SUBDIMISIONS OF SAM JOAQUIN COUNTY, STANFORD CROSSING — PHASE 28° AND THAT THE SUBDIMISION SHOWN HEREON IS SUSTANTALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. FURTHER STATE THAT THIS FINAL MAP COMPLES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP.

DATED THIS DAY OF, 2019.	
CIENN CEBHARDT, R.C.E. 34661 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA  -  CITY OF LATHROP, CALIFORNIA  -  CITY OF CAUSE  -  CITY O	
CITY SURVEYOR'S STATEMENT:	
I, ANNE-SOPHIE TRUDNIC, HEREBY STATE THAT I HAVE EXAMINED THIS FIMAL MAP OF "TRACT 3811, SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING - PHASE 28" AND THAT I SUBDIVISIONS SHOWN HEREON COMPLIES WITH ALL THE PROMISIONS OF CHAPTER 2 OF T CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICAL CORRECT.	HE HE LY
DATED THIS DAY OF 2019,	
ANNE-SOPHIE TRUONG, LS NO. 8998 ACTING CITY SURVEYOR	
CITY CLERK'S STATEMENT:	
I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIR REMODIED MAP ENTITLED "TRACT NI 3811 SUBDIVISIONS OF SAN JAQUIN COUNTY, STANFORD CROSSING — PHASE 28" CONSISTING O SIX (6) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE DAY OF 2019, AND THA SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE 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 OF ACCESS AND WATER RIGHTS, ABUTTERS RIGHTS OF ACCESS AND WATER RIGHTS, BUTTERS RIGHTS OF ACCESS AND WATER RIGHTS, BEING ADMINISTRATION OF ALL BOULEVARDS AND STREETS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED, IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.	λT
I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAN BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AND FILED IN MY OFFICE.	Æ
DATED THIS DAY OF, 2019,	
TERESA VARGAS CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOACUN, STATE OF CALIFORNIA	
SECRETARY OF THE PLANNING COMMISSION'S STATEMENT:	
THIS MAP CONFORMS TO THE VESTING TENTATIVE TRACT MAP NO. 3789 APPROVED BY T PLANNING COMMISSION ON THE 18TH DAY OF DECEMBER, 2013.	нЕ
DATEDTHIS DAY OF, 2019	
MARK MEISSNER SECRETARY OF THE PLANNING COMMISSION COMMUNITY DEVELOPMENT DIRECTOR COUNTY RECORDER'S STATEMENT:	

FILED THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2019, AT \_\_\_\_\_,M. IN BOOK \_\_\_\_

MAPS AND PLATS, AT PAGE \_\_\_\_\_\_ AT THE REQUEST OF \_\_\_\_

(D.D. SHEET NO. 48)

SHEET 1 OF 6

ASSESSOR-RECORDER - COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

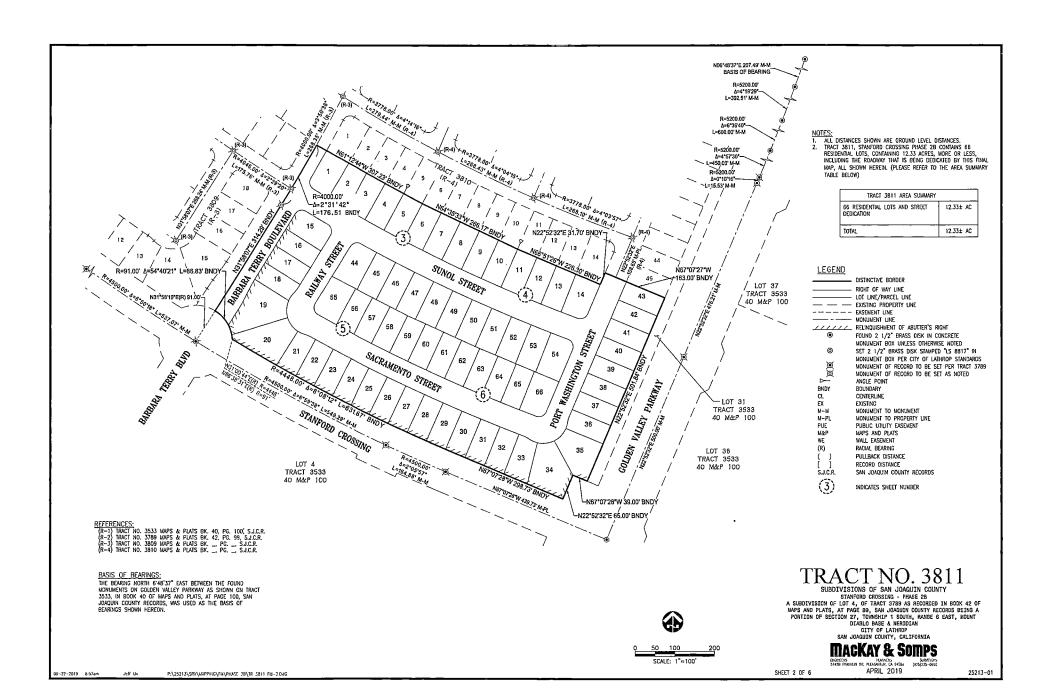
FEE: \$\_\_\_

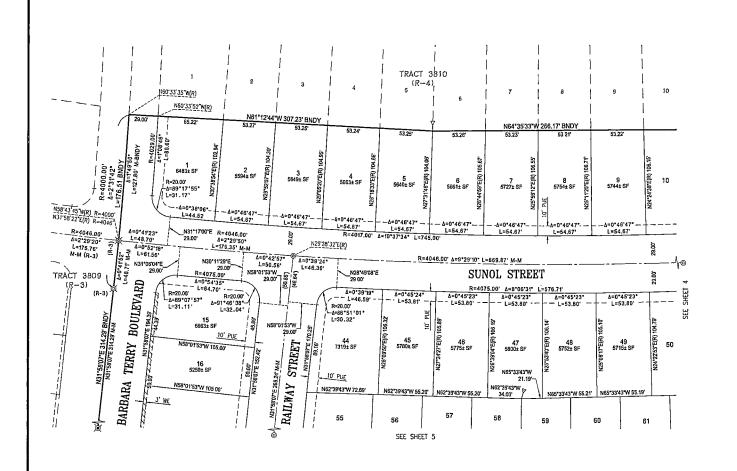
STEVE J. RESTOLARIDES

25213-01

ASSISTANT/DEPUTY RECORDER

08-22-2019 8.57am







REFERENCES:

(R-1) TRACE NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
(R-2) TRACE NO. 3759 MAPS & PLATS BK. 42, PG. 39, S.J.C.R.
(R-3) TRACE NO. 3809 MAPS & PLATS BK. ..., PG. ..., S.J.C.R.
(R-4) TRACE NO. 3810 MAPS & PLATS BK. ..., PG. ..., S.J.C.R.

BASIS OF BEARINGS:

THE BEARING NORTH 648'37" EAST BETWEEN THE FOUND MONUMENTS ON GOLDEN VALLEY PARKWAY AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES:

1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.

2. TRACT 3811, STANFORD CROSSING PHASE 2B CONTAINS 65 RESIDENTIAL LOTS, CONTAINING 12.33 ACRES, MORE OR LESS, INCLUDING THE RODWAY THAT IS BEING DEDICATED BY THIS FINAL CONTAINING 12.34 ACRES FROM DETAILS OF TO THE AREA SHAMARY OF LOCASE DEFORE TO THE AREA SHAMARY MAP, ALL SHOWN HEREIN. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW)

TRACT 3811 AREA SUMMARY	
66 RESIDENTIAL LOTS AND STREET DEDICATION	12.33± AC
TOTAL	12.33± AC

#### LEGEND

(3)

DISTUNCTIVE BORDER RIGHT OF WAY LINE LOT LINE/PARCEL LINE - - EXISTING PROPERTY UNE ---- EASEMENT LINE - MONUMENT LINE ///// REUNQUISHMENT OF ABUTTER'S RIGHT FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONIMENT BOX PER CITY OF LATHROP STANDARDS MONUMENT OF RECORD TO BE SET PER TRACT 3789 MONUMENT OF RECORD TO BE SET AS NOTED ANGLE POINT BNDY ROUNDARY CENTERUNE EX M-M EXISTING MONUMENT TO MONUMENT M-PL MONUMENT TO PROPERTY LINE PUE PUBLIC UTILITY EASEMENT M&P MAPS AND PLATS WE WALL EASEMENT (R) RADIAL BEARING PULLBACK DISTANCE RECORD DISTANCE SAN JOAQUIN COUNTY RECORDS S.J.C.R.

# TRACT NO. 3811

INDICATES SHEET NUMBER

SUBDIVISIONS OF SAN JOAQUIN COUNTY STANFORD CROSSING - PHASE 28

A SUBDIVISION OF LOT 4, 0 F TRACT 3799 AS RECORDED IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAM JOAQUIN COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN

CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA

**MACKAY & SOMPS** ENDREES PLANTES SUMMERTED STAZE FRANCIS DR. PLEASANTON, CA 94558 (925)225-0693

APRIL 2019

SHEET 3 OF 6

25213-01

ian MacDenald

TRACT 3810 (R-4) 45 14 N67°07'27"W 163.00' BNDY 13 N22°52'32"E 31.70' BNDY-12 N67\*07'27'W 105.00 11 10 29.00 29.00 PARKWAY 5250± SF N66°51'26"W 226.30' BNDY TRACT 3: 122-5232'E 159.71' M-PL N64°35'33"W 266,17' BNDY 66.54 N67°07'27"W 105.00 53.27 53.24 53.25 53 22 53 25 10' PUE 42 5250± SF VALLEY 14 6547± SF 13 12 5649± SF N67°07'27"W 105.00" 10 5695± SF 11 5663± SF 5595± SF 5744± SF B=20 00° 10' PUE Δ=87"46'53'-29.00 SHEET GOLDEN L=30.64' 41 5250± SF \_A=0"38'05"- --\_A=0\*46\*48 \_∆=0°46'47°-L=44.51 SE -∆=0°46'47° ---∆=0°46'47"-L=54.68' \_ Δ=0°46'47"— L=54.67' R=4017.00' b=10"37'34" L=745.00' N67\*07'27"W 105.00 L=54.67 L=54,671 N20\*39\*25\*E Δ=0°40'04" 29.00 1=47.15 Δ=0°43'15° SUNOL STREET R=4046.00' A=9"29"10" L=669.87' M-M 52'E 369.04" 50.00' 40 5250± SF L=50.90 STREET N20°42'37"E 28.00 N67\*07'27'W 105.00' Δ=0°38'44' R=4075.00' A=8\*06'31" L=576.71 Δ=0°45'23" Δ=0°45'23" - L=45.91 ∆=0°45'23" 29.00 Δ=0.45,23 - L=53.80' Δ=0"45'23" - L=53.80' - 1=53.80 L=53.80 R=20.00° WASHINGTON L=53.80' 39 5250± SF Δ=92°09'55° L=32.17 N67'07'27'W 105.00' 54 6886± SF N21\*21'20'E(R) 53 5753± SF 50 5718± SF 5724± SF 5733± SF 5715± SF 10' PUE 48 38 5250± SF N65\*33'43"W PORT -12.59 N67\*07\*27\*W 105.00 N67\*21'03'W 55.20' N67\*21'03'W 63.82' N67\*21'03"V N67\*21'03"W 55.19' 42.61 N65\*33'43"W 55.19' 10' PUE N65°33'43"W 55.19' 37 29.00 60 62 63 64 66 3 SEE SHEET 6

RECORD DISTANCE SAN JOAQUIN COUNTY RECORDS S.J.C.R. (3) INDICATES SHEET NUMBER

REFERENCES:

(R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
(R-2) TRACT NO. 3789 MAPS & PLATS BK. 42, PG. 99, S.J.C.R.
(R-3) TRACT NO. 3809 MAPS & PLATS BK. ..., PG. ..., S.J.C.R.
(R-4) TRACT NO. 3810 MAPS & PLATS BK. ..., PG. ..., S.J.C.R.

#### BASIS OF BEARINGS;

JACUS OF DEFINITIONS.

THE BEARING NORTH 6'48'37" EAST BETWEEN THE FOUND MONUMENTS ON GOLDEN VALLEY PARKWAY AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

#### NOTES:

JIES:
ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
TRACT 3811, STANFORD CROSSING PHASE 2B CONTAINS 66
RESIDENTIAL LOTS, CONTAINING 12.33 ACRES, MORE OR LESS,
INCLUDING THE ROADWAY THAT IS BEING DEDICATED BY THIS FINAL MAP, ALL SHOWN HEREIN. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW)

TRACT 3811 AREA SUMMARY	
66 RESIDENTIAL LOTS AND STREET DEDICATION	12.33± AC
TOTAL	12.33± AC

#### LEGEND DISTINCTIVE BORDER RIGHT OF WAY LINE

LOT LINE/PARCEL LINE --- --- EXISTING PROPERTY LINE ---- EASEMENT LINE MONUMENT LINE ZZZZZ RELINQUISHMENT OF ABUTTER'S RIGHT FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED 0 SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS MONUMENT OF RECORD TO BE SET PER TRACT 3789 MONUMENT OF RECORD TO BE SET AS NOTED ANGLE POINT BNDY BOUNDARY CENTERLINE MONUMENT TO MONUMENT MONUMENT TO PROPERTY LINE M-PL PUE M&P PUBLIC UTILITY EASEMENT MAPS AND PLATS WE (R) WALL EASEMENT RADIAL BEARING PULLBACK DISTANCE

SUBDIVISIONS OF SAN JOAQUIN COUNTY STANFORD CROSSING - PHASE 28 A SUBDIVISION OF LOT 4, OF TRACT 3789 AS RECORDED IN BOOK 42 OF MAPS AND PLATS, AT PAGE 89, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN

CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA

# **MACKAY & SOMPS**

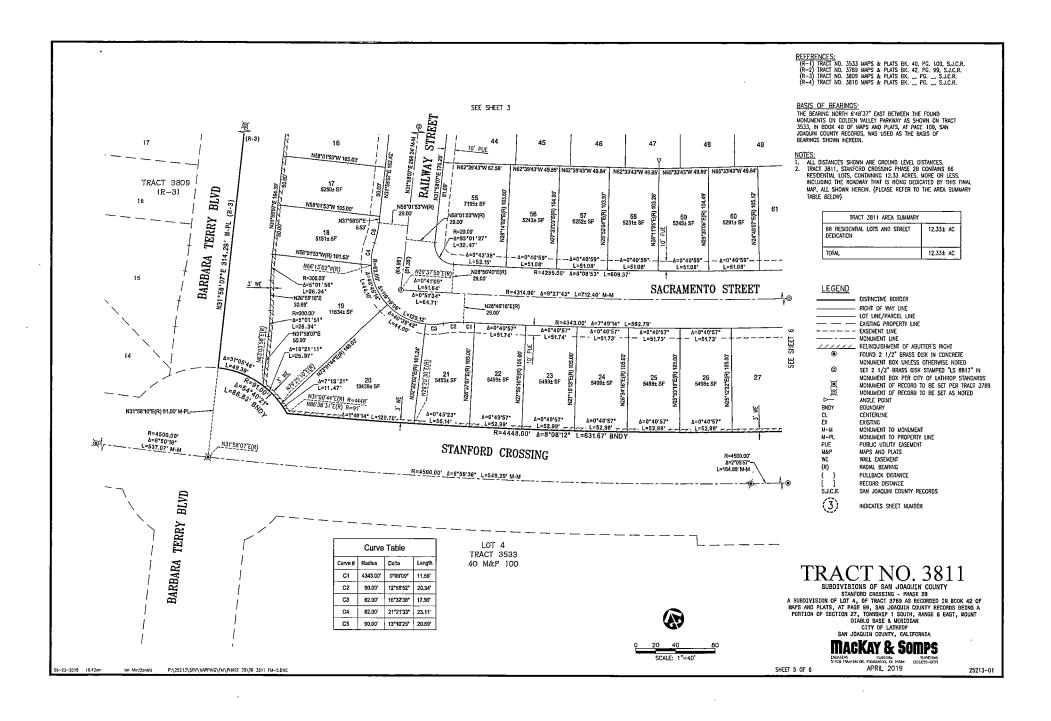
PLANERS SURVEYORS

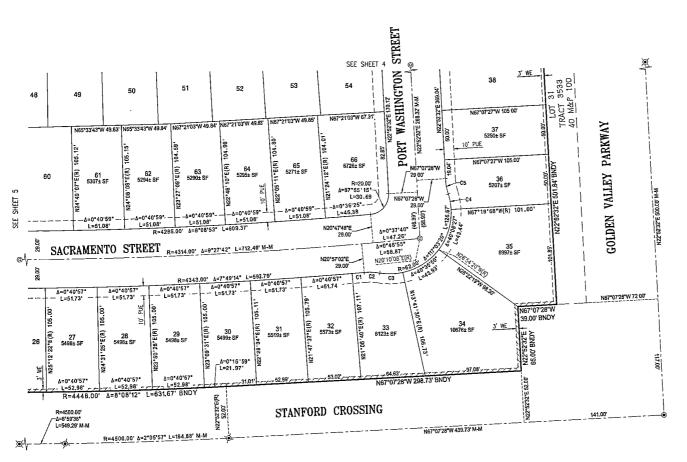
NACIN DR. PLEASANTON, CA 94566 (925)225-0600

APRIL 2019 SHEET 4 OF 6

SCALE: 1"=40"

25213-01





Curve Table Length Curve # Radius Delta 4343.00 0"09'38" 12.16' C2 62.00 14\*23'17" 15.57 C3 62.00' 21°38'49" 23.42' C4 62 00' 14\*40'14\* | 15.88' 62.00" 14\*35'33" | 15.79'



REFERENCES:

(R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.
(R-2) TRACI NO. 3789 MAPS & PLATS BK. 42, PG. 99, S.J.C.R.
(R-3) TRACI NO. 3899 MAPS & PLATS BK. — PG. — S.J.C.R.
(R-4) TRACI NO. 3810 MAPS & PLATS BK. — PG. \_ S.J.C.R.

#### BASIS OF BEARINGS:

DASIS UF DEARWINGS.

THE BEARN NORTH 648'37" EAST BETWEEN THE FOUND MONUMENTS ON COLDEN VALLEY PARKWAY AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES:

1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.

2. IRACI 3811, STANFORD CROSSING PHASE 28 CONTAINS 66
RESIDENTIAL LOTS, CONTAINING 12.33 ACRES, MORE LESS,
INCLUDING HE ROADWAY THAT IS BEING GEDICATED BY THIS FINAL MAP, ALL SHOWN HEREIN. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW)

TRACT 3811 AREA SUMMARY	
66 RESIDENTIAL LOTS AND STREET DEDICATION	12.33± AC
TOTAL	12.33± AC

# **LEGEND**

WĘ

(3)

DISTINCTIVE BORDER RIGHT OF WAY LINE - LOT LINE/PARCEL LINE — — EXISTING PROPERTY LINE ---- EASEMENT LINE — - — MONUMENT LINE ///// RELINQUISHMENT OF ABUTTER'S RIGHT

FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS MONUMENT OF RECORD TO BE SET PER TRACT 3789 MONUMENT OF RECORD TO BE SET AS NOTED ANGLE POINT BNDY BOUNDARY CENTERLINE EX EXISTING MONUMENT TO MONUMENT MONUMENT TO PROPERTY LINE PUBLIC LITILITY FASEMENT PUE M&P

MAPS AND PLATS WALL EASEMENT RADIAL BEARING PULLBACK DISTANCE RECORD DISTANCE SAN JOAQUIN COUNTY RECORDS S.J.C.R.

INDICATES SHEET NUMBER

# TRACT NO. 381

STANFORD CROSSING - PHASE 2B A SUBDIVISION OF LOT 4, OF TRACT 3789 AS RECORDED IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, NOUNT DIABLO BASE & MERIDIAN

CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA

# **MACKAY & Somps**

ENDMERS FLAMENS SURVEYORS 5142B FRAMEN DR. PLEASANION, CA 94538 (925)225-0690 APRIL 2019

#### OWNER'S STATEMENT:

THE UNDERSIGNED, DOES HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE DISTINCTIVE BORDER OF THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT NO. 3812 SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING -PHASE 3' CONSISTING OF SIX (6) SHEETS, THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY NUMBER WITH THEIR PRECISE LENGTH AND WIDTH.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF LATHROP IN FEE FOR LANDSCAPING AND PUBLIC UTILITY PURPOSES:

1. THE REAL PROPERTY DESIGNATED ON SAID MAP AS "PARCEL A"

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF LATHROP AS EASEMENT FOR PUBLIC PURPOSES:

- THE REAL PROPERTY DESIGNATED ON SAID MAP AS "CRESPI STREET, LOCOMOTIVE STREET, LELAND STREET, MERCANTILE STREET, PANAMA STREET, PICO STREET, SAYBROOK STREET, SENATOR STREET".
- 2.A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN SOUNDWALLS, 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, RECONSTRUCT, REPAIR AND MAINTAIN CABLES, PIPES, AND CONDUITS AND THEIR APPURETNANCES UPON, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP MARKED "PUBLIC UTILITY EASEMENT" (PUE).

THE UNDERSIGNED DOES HEREBY RELEASE, EXTINGUISH, QUITCLAIM, AND REMOVE THE PRIVATE ACCESS AND UTILITY EASEMENT OVER LOT 5 AS SHOWN ON TRACT 13789 AS RECORDED IN BOOK 42 OF MAPS AND PLATS, AT PACE 99, SAN JOAQUIN COUNTY RECORDS.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THIS MAP SHOWS ALL EASEMENTS OF RECORD ON THE PREMISES

OWNER: LATHROP LAND ACQUISITION LLC, A DELAWARE LIMITED LIABILITY COMPANY

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 VAUDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF	} ss	
ON 2019, BEFO PERSONALLY APPEARED SAIS OF SATISFACTORY EVIDENCE WITHIN INSTRUMENT AND ACKNOWLE AUTHORIZED CAPACITY, AND BY HIS UPON BEHALF OF WHICH THE PERS	TO BE THE PERSON WHOSE NAM DOGED TO ME THAT HE EXECUTED S SIGNATURE ON THE INSTRUMEN	WHO PROVED TO ME ON THE E IS SUBSCRIBED TO THE THE SAME IN HIS TITHE PERSON, OR ENTITY

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE: PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PRINCIPAL COUNTY OF BUSINESS: COMMISSION EXPIRES: COMMISSION # OF NOTARY; \_\_

#### STATEMENT OF SOILS REPORT:

A SOILS REPORT ENTITLED, "STANFORD CROSSING, LATHROP, CALIFORNIA, GEOTECHNICAL EXPLORATION, PROJECT NO. 5747.003.003 AND DATED OCTOBER 27, 2017, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEGO INCORPORATED, STEVE HARRIS, P.E., G.F., AND IS ON FILE WITH THE CITY OF LATHROP

# **TRACT NO. 3812**

SUBDIVISIONS OF SAN JOAQUIN COUNTY STANFORD CROSSING - PHASE 3

A SUBDIVISION OF LOT 5, OF TRACT 3789 AS RECORDED IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN

CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA

# **MACKAY & SOMPS**

APRIL 2019



VICINITY MAP NOT TO SCALE

## SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY 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 REQUISET OF LATHROP LAND ACQUISITION, LLC, IN NOVEMBER, 2013. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID FINAL MAP IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LATHROP, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS DAY OF 2	201
---------------------	-----

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 PROPERTY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIOES. YOU ARE HEREBY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTHED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND DEFRATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMPORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL, CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITES, INCLUDING WITHOUT LIMITATION, CULTIVATIONS, PLOWING, SPRATING, IRRICATION, PROVING, SPRATING, INSTANCTION, AND OTHER ACTIVITES WHICH MAY GENERATE DUST, SAMGE, MOSE, ODDR. FOLDERS AND FESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION, CONSCOUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECTS OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

#### CITY ENGINEER STATEMENT:

STEVE J. BESTOLARIDES

ASSESSOR-RECORDER - COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA

SHEET 1 OF 6

I, GLENN GEBHARDT, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF TRACT NO. 3812, SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING - PHASE 3' 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 THIS FINAL MAP COMPRES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY

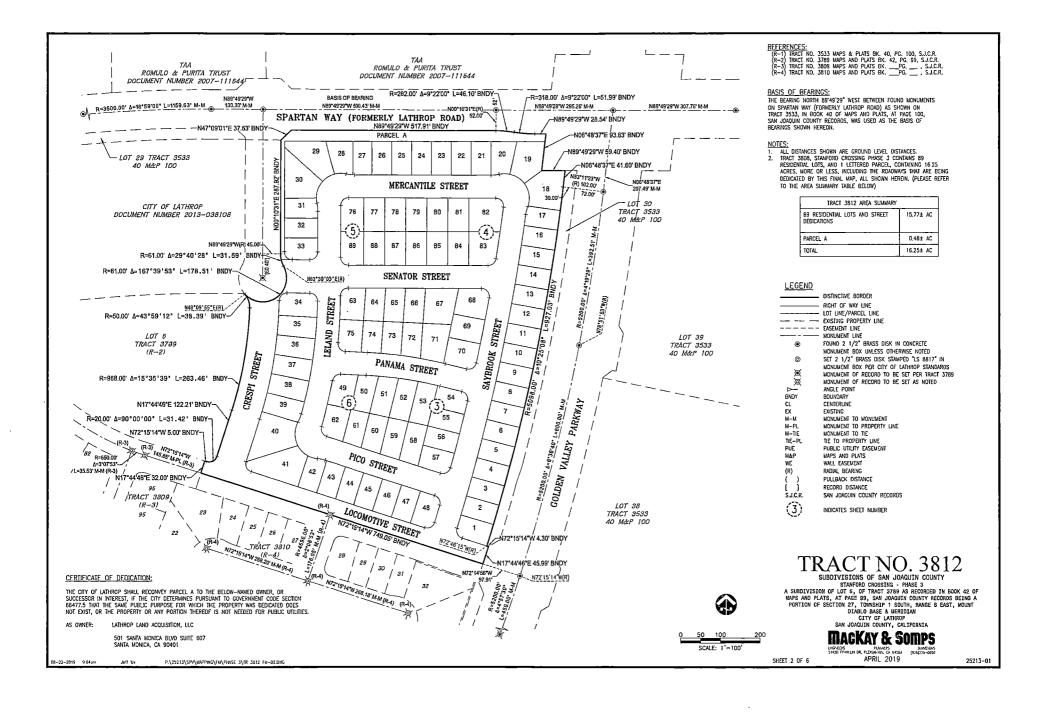
AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP.
DATED THIS DAY OF 2019.
CLENN GEBHARDT, R.C.E. 34681 CITY ENGINEER OF THE
CITY OF LATHROP, CALIFORNIA
OF CHITOP
CITY SURVEYOR'S STATEMENT:
I. ANNE-SOPHIE TRUONG, HEREBY STATE THAT I HAVE EXAMINED THIS TIMAL MAP OF TRACT NO SIRE, SURDIVISIONS OF SAM ADAQUIN COUNTY, STANFORD CROSSING - PHASE 3' AND THAT THI SUBDIVISIONS SHOWN HEREON COMPUES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENCED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.
DATED THIS DAY OF 2019,
DATED INIS DAT OF 2019.
ANNE-SOPHE TRUONG, LS NO. 8998  ACTING CITY SURVEYOR
CITY CLERK'S STATEMENT:
I. TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HERBY STATE THAT THE HERBIN EMBODIED MAP ENTITLED TRACT NO. 3812 SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING — PHASE 3' CONSISTING OF SIX (6) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REQULAR MEETING THEREOF, HELD ON THE
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 2019,
TERESA VARGAS GITY CLERK AND 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. 3789 APPROVED BY THE PLANNING COMMISSION ON THE 18TH DAY OF DECEMBER, 2013.
DATEDTHIS DAY OF
MARK MEISSNER
MARK MEISSNER SECRETARY OF THE PLANNING COMMISSION COMMUNITY DEVELOPMENT DIRECTOR
COUNTY RECORDER'S STATEMENT:
FILED THIS DAY OF 2019, ATM, IN BOOK
OF MAPS AND PLATS, AT PAGE AT THE REQUEST OF
FEE: \$

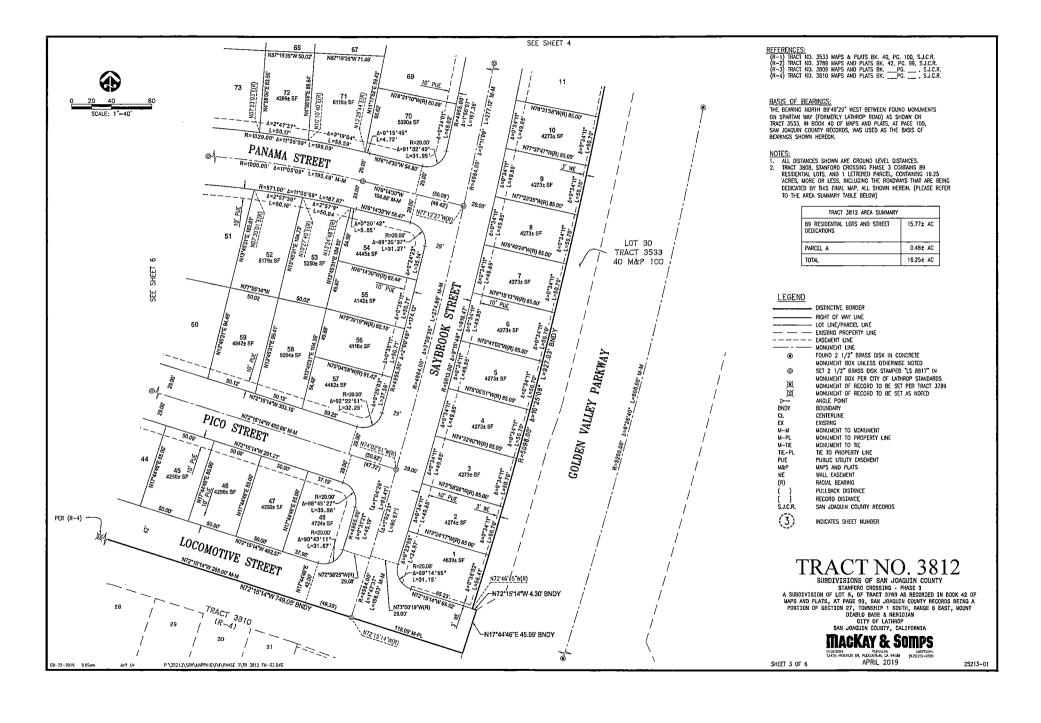
P-\25213\SRV\MAPPING\FM\PHASE 3\TR 3812 FM-01 DWG

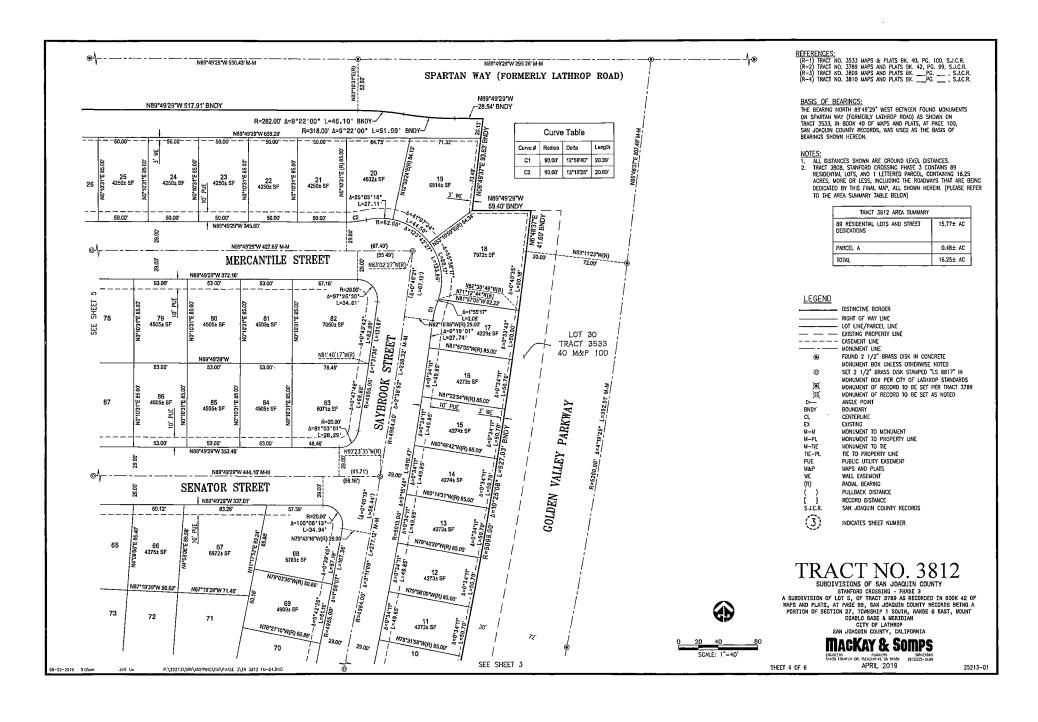
REFERENCES: TITLE

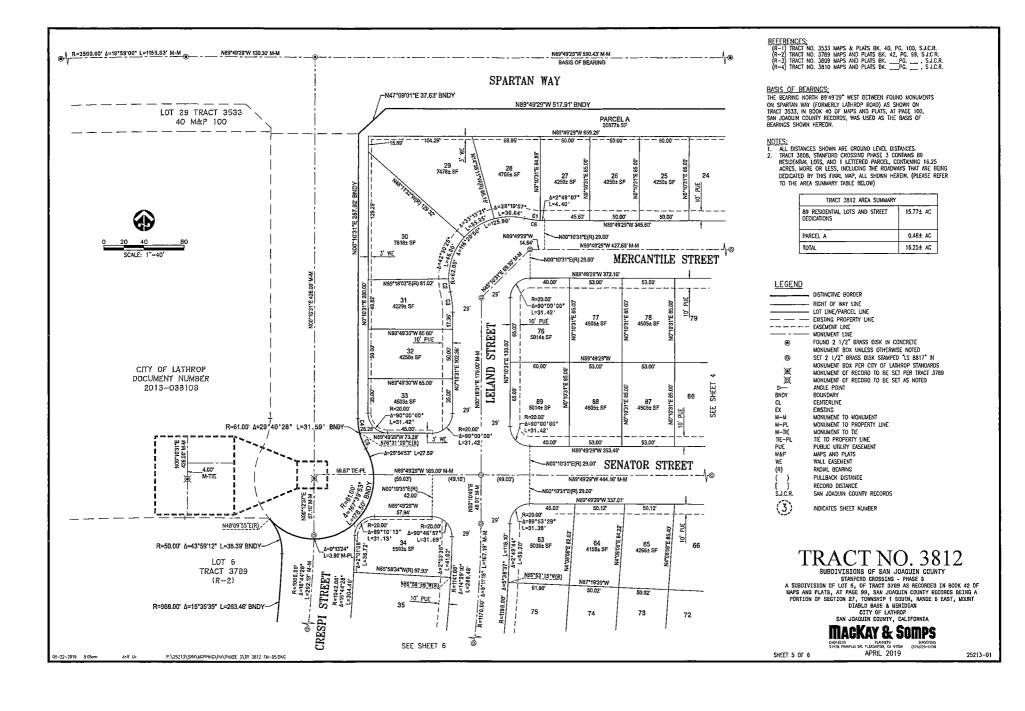
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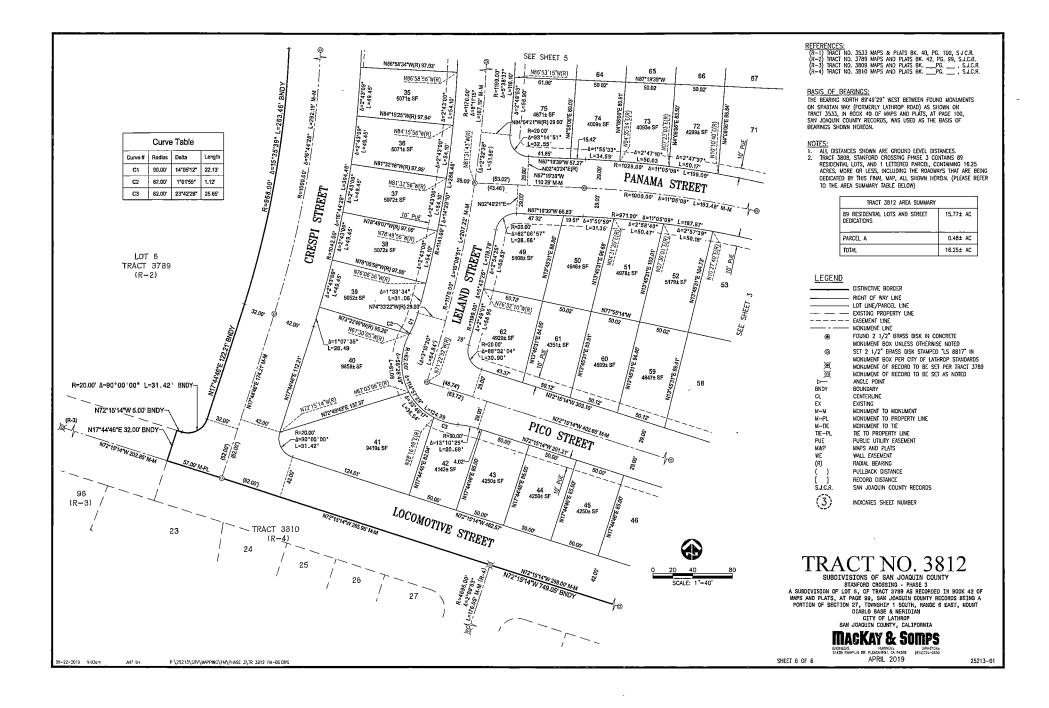
ASSISTANT/DEPUTY RECORDER









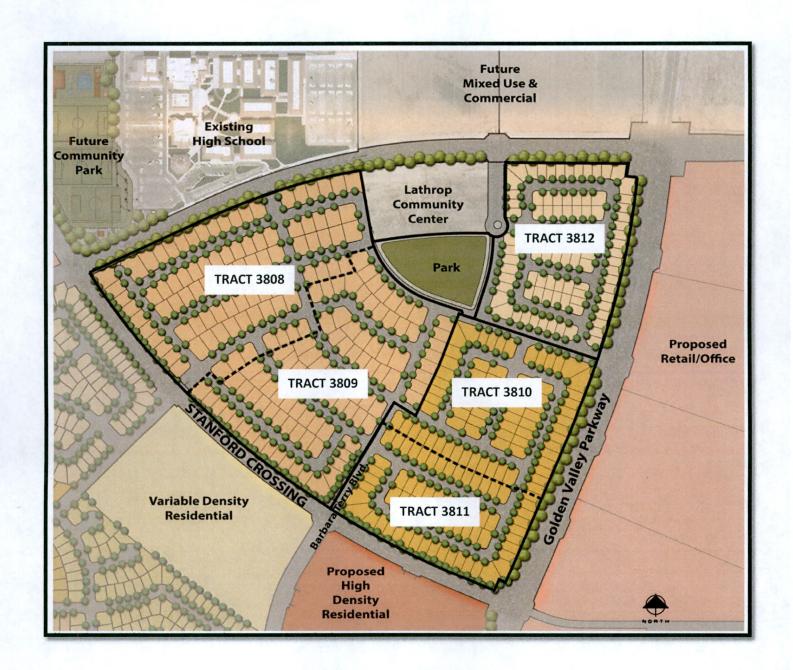


Subdivision Improvement Agreement (Saybrook CLSP, LLC / Lathrop Land Acquisition, LLC) Tracts 3808, 3809, 3810, 3811 & 3812 Page 10

# **EXHIBIT B**

# TRACT AREA MAP

# **EXHIBIT "B"**



# TRACT AREA MAP STANFORD CROSSING PHASE 1A

# **EXHIBIT C**

# 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.

Subdivision Improvement Agreement (Saybrook CLSP, LLC / Lathrop Land Acquisition, LLC) Tracts 3808, 3809, 3810, 3811 & 3812 Page 12

# **EXHIBIT D**

TABLE OF TOTAL COSTS, UNFINISHED IMPROVEMENT COST, AND BOND VALUES FOR NEIGHBORHOOD PARK, WATER TANK AND BOOSTER PUMP, BACKBONE STREET FRONTAGE IMPROVEMENTS, AND TRACTS 3808, 3809, 3810, 3811 AND 3812

				Percentage				
Description	Curren	nt Contract	Cost to Complete	Complete	Status / Remaining Work to be Completed	Performance Bond	Labor & Materials Bond	Bond Provider an
ی در					سائنسان سائن و مناسم بر مناس منسئوس برند اند دو سماده من و برستند الدينوا و التوادات انتدا الدينية بدوراً الا دادات	(Cost + 10%)	(Performance Bond X 50%)	Number
a.					BACKBONE		, , , , , , , , , , , , , , , , , , , ,	
vid Hall -Sound Walls	\$ :	2,509,670	\$ 101,288	9	% Stanford Crossing -returns at Barbara Terry (2) and Madrone (1), Golden Valley - Entry and Wall from Locomotive to Stanford Crossing, and Stanford Crossing	\$ 111,417	\$ 55,708	
dyssey -Landscaping	\$	3,050,023	\$ 1,396,042	. 5	Entry, Install Pilasters and complete wall changes mostly at GVP entries Spartan Way -landscaping needs to be completed once PG&E tie-ins are completed; Stanford Crossing –still needs irrigation runs, controller, planting, DE and Bark; GVP- needs 2/3 irrigation runs, controller, planting, DE and Bark	\$ 1,535,646	\$ 767,823	
ichert –Backbone Ph1 & 2	\$	1,334,829	\$ 291,662	7	% Need to pave, raise iron, sign and stripe. Miscellaneous concrete repairs on GVP:	\$ 320,828	\$ 160,414	
ichert -Miscellaneous Civil Work	\$	882,912	\$ 145,178	8-	Need to complete 6% of Misc concrete and sidewalks, 30% of electrical trench % patching, and 100% of Spartan Way extension sidewalks, berms and wattle	\$ 159,695	\$ 79,848	
nith DenisonBarbara Terry Joint Trench	s	532,169	s -	10	% Completed –gas tie-in is paid for and PG&E to complete	s -	s -	
nith DenisonGolden Valley Pkwy Joint Trench	\$	785,413	\$ -	10	% Completed –gas tie-in is paid for and PG&E to complete	\$ -	\$ -	
mith DenisonLand Park Drive Joint Trench	\$	932,178		10	% Completed –gas tie-in is paid for and PG&E to complete	s	ş -	<del></del>
TOTALS - BACKBONE	\$ 10	0,027,193	\$ 1,934,170		9/0	\$ 2,127,587	\$ 1,063,793	
					* NEIGHBORHOOD A LITE (1994)			3 -0
ichert	\$ ;	3,792,231	\$ 72,268		NEIGHBORHOOD 1A -Tract 3808 % Need to raise iron, sign, stripe and miscellaneous concrete repair	\$ 79,495	\$ 39,748	
nith Denison	\$	828,423				\$ 385,960		
TOTALS - NEIGHBORHOOD 1A	· \$ '	4,620,654		9		\$ 465,455		
					· · · · · · · · · · · · · · · · · · ·		·	-
					NEIGHBORHOOD 1B -Tract 3809			
eichert	\$ 2	2,430,625				\$ 91,739		
mith Denison  TOTALS - NEIGHBORHOOD 1B	\$	945,700 3,376,325		5:		\$ 422,667 \$ 514,407		
TOTALS - NEIGHBORHOOD IS	•	3,316,323	\$ 467,643	0	70	\$ 514,407	\$ 257,203	- <del></del>
					NEIGHBORHOOD 2A -Tract 3810			
eichert	\$ '	1,858,544				\$ 411,781		7 7 7
mith Denison	\$	573,657				\$ 329,568		
TOTALS - NEIGHBORHOOD 2A	. \$	2,432,201	\$ 673,953	7:	%	\$ 741,348	\$ 370,674	
	,- ,				NEIGHBORHOOD 2B -Tract 3811			
ichert - Neighborhood 2B	\$ 1	1,360,996	\$ 57,050	91		\$ 62,755	\$ 31,378	
nith Denison - Neighborhood 2B	\$	423,289				\$ 222,536		
TOTALS - NEIGHBORHOOD 2B	\$ *	1,784,285	\$ 259,355	8		\$ 285,291		
The state of the s					VELOUPANUAARA		4	
ichert - Neighborhood 3	\$ 2	2,106,330				\$ 654,647		
nith Denison - Neighborhood 3	\$	651,479		51	% Transformers, Cable, Set boxes and Install Streetlights	\$ 357,398	\$ 178,699	
TOTALS - NEIGHBORHOOD 3	\$ 2	2,757,809	\$ 920,040	6	%	\$ 1,012,044	\$ 506,022	
				_ ~	NEIGHBORHOOD PARK			
timate	\$ 1	1,400,467	\$ 1,400,467			\$ 1,540,514	\$ 770,257	
TOTALS - NEIGHBORHOOD PARK		1,400,467				\$ 1,540,514		
	\$ 4	4,924,099	\$ 4,924,099		WATER TANK	\$ 5,416,509	\$ 2,708,254	
stimate						÷ 5,710,303	- 2,100,204	
stimate TOTALS - WATER TANK		4,924,099			%	\$ 5,416,509	\$ 2,708.254	
					%	\$ 5,416,509	\$ 2,708,254	

Doc #: 2017-108414 09/19/2017 01:16:30 PM Page: 1 of 22 Fee: \$0 Steve J. Bestolarides San Joaquin County Recorders Paid By: SHOUN ON DOCUMENT

After recording, return to
City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

# **DFIA 17-01**

DEFERRED FRONTAGE IMPROVEMENT AGREEMENT FOR STREET IMPROVEMENTS ON GOLDEN VALLEY PARKWAY, SPARTAN WAY AND LAND PARK DRIVE (APN 191-210-13, 191-210-16, 191-210-24, 191-210-25, 191-210-37)

THIS AGREEMENT, dated this 18<sup>th</sup>\_day of September, 2017, by and between the CITY OF LATHROP, a political subdivision of the State of California, hereinafter referred to as "CITY," and LATHROP LAND ACQUSITION, LLC, hereinafter referred to as "OWNER" or "APPLICANT".

# WITNESSETH

WHEREAS, application for Vesting Tentative Map #3789 (Stanford Crossing) was approved by the Planning Commission on December 18, 2013 (Resolution No. 13-15) and affirmed by the City Council on January 13, 2014 (Resolution No. 14-3707) with certain Conditions of Approval dated December 18, 2013 (Attachment "B") that required OWNER to construct street frontage improvements along Golden Valley Parkway, Spartan Way and Land Park Drive; and

WHEREAS, OWNER intends to record the large lot final map for the Tract 3789 (Stanford Crossing), and therefore wishes to identify street frontage construction requirements of the OWNER which result from approval of the applications noted above; and

WHEREAS, Condition of Approval Number 1A requires that:

- 1. The applicant shall comply with all conditions of approval adopted by the City Council in approving this Small Lot Vesting Tentative Subdivision Map as well as all applicable conditions of approval for Large Lot Vesting Map 3533
  - A. Completion of street frontage improvements adjacent to VTM 3789 including:
    - i. Golden Valley Parkway: West side only from Land Park Dive to Spartan Way:
      - Sidewalk and curb returns
      - Landscape and irrigation
      - Joint Trench

- ii. Spartan Way: South side only from Golden Valley Parkway to Land Park Drive excluding Community Center frontage
  - Sidewalk and curb returns
  - Landscape and irrigation
  - Joint Trench
- iii. Land Park Drive: North side only from Golden Valley Parkway to Spartan Way
  - Sidewalk and curb returns
  - Landscape and irrigation
  - Joint Trench
  - Street Lights (both sides of street); and

WHEREAS, the parties hereto mutually desire to defer the construction of Golden Valley Parkway, Spartan Way and Land Park Drive frontage improvements to a later date as determined by the CITY; and

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

- 1. OWNER represents and warrants that they are the fee title owners of the real property described in Attachment "A" attached hereto and herein incorporated by this reference. OWNER acknowledges that the development of Tract 3789 is subject to a condition of constructing frontage improvements. Vesting Tentative Map #3789 (Stanford Crossing) approved by the Planning Commission on December 18, 2013 (Resolution No. 13-15) and affirmed by the City Council on January 13, 2014 (Resolution No. 14-3707) are expressly incorporated by reference and made a part of this Agreement together with their Conditions of Approval (Attachment "B"). The parties hereto agree that the actual construction of the required improvements may be delayed as provided herein. Failure to provide for the construction of these improvements shall constitute not only a failure of condition as to OWNER's applications for Vesting Tentative Map #3789 (Stanford Crossing) approved by the Planning Commission on December 18, 2013 (Resolution No. 13-15) and affirmed by the City Council on January 13, 2014 (Resolution No. 14-3707), but also a breach of this Agreement for which additional legal remedies may be pursued.
- OWNER agrees to provide for the construction of certain frontage improvements along
  the frontage on said real property at the sole cost and expense of OWNER.
   Said frontage improvements shall be consistent with the standards set forth by the Condition of
  Approval Number IA.

Said frontage improvements shall include but not be limited to those listed in Attachment "C" (Engineer's Estimate for Improvements), and are estimated as \$2,934,000 (120% of \$2,445,000). Determination of when the required improvements are to be constructed shall be within the sole discretion of the City Engineer for the CITY (hereinafter "City Engineer"), subject to the terms of this Agreement. However, it is understood that the reasons to defer construction of these improvements include:

Street improvements were required per previous Large Lot map, but Development Agreement and VTM conditions allowed deferring the improvements until a Final Map is filed.

- 3. Upon written notification by the CITY to proceed, OWNER shall engage a Civil Engineer, licensed in the State of California, to design and prepare construction drawings for the required improvements. The design of said improvements shall be in accordance with the latest City of Lathrop Design and Construction Standards in effect at the time of approval of the improvement plans. The improvement plans shall be submitted to the City Engineer for approval within ninety (90) days of written notification from CITY and construction shall commence within ninety (90) days after approval of the construction drawings. Conditions of when the CiTY would call for the frontage improvement to be built are noted in Chapter 12.12.050 of the Lathrop Municipal Code.
- 4. The City Engineer may choose to have the CITY or other interested parties perform the design engineering and construction of these improvements as an alternate to paragraph 3 above. If the CITY or other interested parties perform the design and construction work, OWNER will reimburse the CITY within 30 days of written notification of the CITY's request for reimbursement for all costs of the design and construction of these improvements. The cost of these improvements shall be the actual design and construction costs. The construction costs are estimated in Attachments "C" and "D" (Engineer's Estimate for Improvements). The construction costs shall be adjusted by the Engineering Construction Cost Index, as published by the Engineering News Record.
- 5. In any event, if there is a default of Paragraph 2 or 3 above by OWNER, the CITY may proceed to cause said construction to be performed and charge the entire cost and expense to the

OWNER, including interest thereon at the maximum legal rate from the date of written notice of said cost and expense, until paid.

- 6. This agreement is intended to run with the land described in Attachment "A" and is binding on the heirs, successors and assignees of OWNER and the benefit is to run to the successors and assignees of CITY. OWNER hereby expressly agrees that any costs incurred by CITY in its performance under Paragraphs 2, 3, 4 or 5 of this agreement shall constitute a lien upon the property described in Attachment "A". OWNER consents to said lien and agrees the such lien is collectable by the CITY in the same manner as unpaid secured taxes, together with cost of collection.
- OWNER shall include in any sales agreement or transfer of any interest in any part or the whole of the property which is covered by this Deferred Improvement Agreement, the requirement that the Buyer/Transferee assume the responsibilities set forth in this Agreement, as to the property and agrees to be subject to the terms and conditions herein, as an heir, successor or assignee of OWNER. OWNER shall require the Buyer/Transferee to sign an acknowledged and notarized statement substantially in the following form:

"Buyer/Transferee hereby acknowledges and assumes all responsibility for the construction of frontage improvements related to the property for which Buyer/Transferee is acquiring an interest, in accordance with the terms and conditions of Agreement DFIA 17-01 between the City of Lathrop and OWNER recorded as part of the Official Records of San Joaquin County.

# 8. Miscellaneous Provisions:

- a. <u>Consent.</u> Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- b. <u>Controlling Law</u>. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- c. <u>Definitions</u>. The definitions and terms are as defined in this Agreement.
- d. <u>Force Majeure</u>. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement that directly results from an Act of God or an act of a superior governmental authority.

- e. <u>Headings</u>. 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. <u>Incorporation of Documents</u>. All documents constituting the Agreement documents as described herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- g. <u>Integration</u>. This Agreement and any amendments hereto between the parties constitute the entire agreement between the parties concerning the deferral of the frontage improvements. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement regarding the timing of such frontage improvements.
- h. <u>Modification of Agreement</u>. 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.
- i. <u>Provision</u>. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- j. <u>Time is of the Essence</u>. Time is of the essence of this Agreement and each of its provisions, 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. <u>Venue</u>. In the event that suit is brought by either party 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 or in the United States District Court for the Eastern District of California.

- 9. In the event that there are any changes to the law that make any part of this Agreement invalid, that portion of the Agreement shall be severed from the Agreement and the remaining portions of the Agreement shall remain in full force and effect.
- 10. In the event of any controversy, claim or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

# **ATTACHMENTS:**

- A. Legal Description of Tract 3789, dated August 18, 2017
- B. City Council Resolution No. 14-3707 & Planning Commission Resolution No. 13-15 with Conditions of Approval
- C. Tract 3789 Engineer's Estimate for Improvements

# DFIA 17-01 Central Lathrop Specific Plan Large Lot Map 3789, Stanford Crossing

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

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

Teresa Vargas, City Clerk

CITY OF LATHROP, a political subdivision of the State of California

Sonny Dhaliwal, Mayor

APPROVED AS TO FORM:

Salvador Navarrete, City Attorney

PROPERTY OWNER: LATHROP LAND AQUISITION, LLC

By: Saybrook Fund Investors, LLC,

Its managing member

JEFFREY M. WILSON

Notary Acknowledgment Form Attached

# A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California ) County of Los Angeles ) before me, Rachel M. Wright, Notary Public Here Insert Name and Title of the Officer personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my/hand and official seal. RACHEL M. WAIGHT Notary Public - California Los Angeles County Commission & 2166324 y Comm. Expires Oct 28, 2020 Place Notary Seal Above · OPTIONAL · Though this section is optional, completing this information can deter elteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document "OY NINW COLUMNIT LMD05560" Title or Type of Document: Document Date: Number of Pages: \_\_ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): \_ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Umited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator □ Trustee ☐ Guardian or Conservator Other: ☐ Other:

Signer Is Representing:

Signer Is Representing:

7	
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California County of San Joaquin	
On September 18,2017 before me, Tere	sa vargas, City Clerk
personally appeared Sukminder	Here Insert Name and Title of the Officer Sonnu Dhaliwal
	Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in the work in the instrument the person(s), ed, executed the instrument.
a	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Commission # 2102612	Signature Signature of Notary Odblic
	IONAL
Though this section is optional, completing this in fraudulent reattachment of this in	nformation can deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document: DFIA-17-DI Number of Pages: Signer(s) Other Than	Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Other:	Signer's Name:    Corporate Officer — Title(s):   Partner —   Limited   General   Individual   Attorney in Fact   Trustee   Guardian or Conservator   Other:

Signer is Representing:

Signer Is Representing:

# EXHIBIT "A"

# LEGAL DESCRIPTION LANDS OF LATHROP LAND ACQUISITION, LLC

REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

# PARCEL ONE:

LOTS 21, 22, 23, 24, 25 AND 26, AS SHOWN ON TRACT NUMBER 3533, RECORDED IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, ON OCTOBER 5, 2006, IN BOOK 40 OF MAPS AND PLATS PAGE 100.

EXCEPTING THEREFROM A PORTION OF LOT 26, BEING ALL THAT CERTAIN PORTION OF LAND QUITCLAIMED TO THE CITY OF LATHROP, A MUNICIPAL CORPORATION, MORE PARTICULARLY DESCRIBED AS PARCEL A IN THE DOCUMENT RECORDED MARCH 22, 2013, DOCUMENT NO. 2013-038108, SAN JOAQUIN COUNTY RECORDS.

**CONTAINING 94.37 ACRES, MORE OR LESS** 

# PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, INSTALLATION, PLACEMENT, INSPECTION, OPERATION, USE, MAINTENANCE, REPAIR AND REPLACEMENT OF (i) POLES, WIRES, CABLES, PIPES, CONDUITS AND APPURTENANCES THERETO AND (ii) A STORM DRAIN DETENTION BASIN AND ALL APPURTENANCES THERETO AS GRANTED TO SCL LATHROP INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY DOCUMENT ENTITLED GRANT OF EASEMENT AND RIGHT OF ENTRY AGREEMENT RECORDED AUGUST 11, 2006, INSTRUMENT NO. 2006-172190 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

A PORTION OF SECTION TWENTY-TWO (22) AND A PORTION OF SECTION TWENTY-SEVEN (27) TOWNSHIP ONE (1) SOUTH, RANGE SIX (6) EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS GRANTED TO ROI LATHROP INVESTORS, LLC, BY DEED RECORDED OCTOBER 28, 2005 IN DOCUMENT NUMBER 2005-271190 OFFICIAL RECORDS, COUNTY OF SAN JOAQUIN, ALSO BEING A PORTION OF THE LANDS GRANTED TO RICHLAND PLANNED COMMUNITIES, INC., BY DEED RECORDED JUNE 19, 2006 IN DOCUMENT NUMBER 2006-133192, OFFICIAL RECORDS, COUNTY OF SAN JOAQUIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF DOS REIS ROAD (COUNTY ROAD 1127) (50.00 FEET WIDE) SAID POINT BEING AT THE NORTHWEST CORNER OF THE ABOVEMENTIONED LANDS GRANTED TO RICHLAND PLANNED COMMUNITIES;

THENCE FROM SAID POINT OF COMMENCEMENT ALONG SAID SOUTHERLY LINE OF DOS REIS ROAD COINCIDENT WITH THE NORTHERLY LINE OF SAID LANDS OF RICHLAND PLANNED COMMUNITIES, SOUTH 89°49'29" EAST 86.15 FEET;

THENCE ENTERING SAID LANDS OF RICHLAND PLANNED COMMUNITIES AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF DOS REIS ROAD AND CONTINUING THROUGH SAID LANDS OF ROI LATHROP INVESTORS, SOUTH 00°10'31" WEST, 1917.23 FEET TO THE TRUE POINT OF BEGINNING:

THENCE FROM SAID POINT OF BEGINNING, THE FOLLOWING ELEVEN (11) COURSES:

1. NORTH 64°56'12" EAST, 60.44 FEET;

- 2. NORTH 25°03'48" WEST, 100.16 FEET:
- 3. SOUTH 88°05'41" EAST, 41.73 FEET;
- 4. NORTH 47°17'12" EAST, 89.72 FEET;
- 5. NORTH 00°00'00" EAST, 188.76 FEET;
- 6. NORTH 49°47'13" WEST, 95.77 FEET;
- 7. NORTH 00°00'00" EAST, 72.59 FEET;
- 8. NORTH 18°26'06" WEST, 79.06 FEET;
- NORTH 00°00'00" EAST, 234.54 FEET:
- 10. NORTH 90°00'00" WEST, 19.34 FEET;
- 11. SOUTH 00°10'31" WEST, 808.53 FEET TO THE POINT OF BEGINNING.

# PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, INSTALLATION, PLACEMENT, INSPECTION, OPERATION, USE, MAINTENANCE, REPAIR AND REPLACEMENT OF (i) POLES, WIRES, CABLES, PIPES, CONDUITS AND APPURTENANCE THERETO AND (ii) ACCESS FACILITIES, INGRESS AND EGRESS, TRAILS, LANDSCAPING AND ALL RELATED APPURTENANT FACILITIES AS GRANTED TO SCL LATHROP INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY DOCUMENT ENTITLED GRANT OF EASEMENT AND RIGHT OF ENTRY AGREEMENT RECORDED AUGUST 11, 2006, INSTRUMENT NO. 2006-172191 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN. STATE OF CALIFORNIA, BEING A PORTION OF SECTION TWENTY-SEVEN (27) TOWNSHIP ONE (1) SOUTH, RANGE SIX (6) EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE LANDS GRANTED TO ROI LATHROP INVESTORS, LLC BY DEED RECORDED OCTOBER 28, 2005 IN DOCUMENT NUMBER 2005-271190, OFFICIAL RECORDS, COUNTY OF SAN JOAQUIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF DOS REIS ROAD (COUNTY ROAD 1127) (50.00 FEET WIDE) SAID POINT BEING AT THE NORTHWEST CORNER OF THE LANDS GRANTED TO RICHLAND PLANNED COMMUNITIES BY DEED RECORDED JUNE 19, 2006 IN DOCUMENT NO. 2006-133192, OFFICIAL RECORDS, COUNTY OF SAN JOAQUIN;

THENCE FROM SAID POINT OF COMMENCEMENT ALONG SAID SOUTHERLY LINE OF DOS REIS ROAD COINCIDENT WITH THE NORTHERLY LINE OF SAID LANDS OF RICHLAND PLANNED COMMUNITIES, SOUTH 89°49'29" EAST 86.15 FEET;

THENCE LEAVING SAID LINE AND ENTERING SAID LANDS OF RICHLAND PLANNED COMMUNITIES AND ALSO ENTERING ABOVE MENTIONED LANDS OF ROI LATHROP INVESTORS, LLC AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF DOS REIS ROAD, SOUTH 00°10'31" WEST 1917.23 FEET TO THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING NORTH 64°56'12" EAST 529.27 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3536.00 FEET A CENTRAL ANGLE OF 14°55'34" AND AN ARC LENGTH OF 921.16 FEET TO A

25213.000 8/18/2017 Page 3 of 4

POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF THE LANDS GRANTED TO WARM SPRINGS INVESTMENTS, LTD BY DEED RECORDED DECEMBER 14, 2004 IN DOCUMENT NUMBER 2004-285024, OFFICIAL RECORDS, COUNTY OF SAN JOAQUIN:

THENCE ALONG SAID LINE OF PROLONGATION, NORTH 00°17'29" WEST 8.12 FEET TO A POINT OF CUSP;

THENCE LEAVING SAID LINE OF PROLONGATION ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE BEING PARALLEL WITH AND NORTHERLY 8.00 FEET RADIALLY FROM THE LAST SAID TANGENT CURVE, A RADIAL LINE TO WHICH CURVE BEARS SOUTH 10°06'53" EAST AT SAID POINT OF CUSP, SAID CURVE HAVING A RADIUS OF 3544.00 FEET, A CENTRAL ANGLE OF 02°36'26" AND AN ARC LENGTH OF 161.26 FEET;

THENCE ALONG A RADIAL LINE TO LAST SAID CURVE, NORTH 12º43'19" WEST, 2.00 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, A RADIAL LINE TO WHICH CURVE BEARS SOUTH 12°43'19" EAST AT POINT OF CURVE, SAID CURVE HAVING A RADIUS OF 3546.00 FEET, A CENTRAL ANGLE OF 03°51 '53" AND AN ARC LENGTH OF 239.19 FEET;

THENCE ALONG A RADIAL LINE TO LAST SAID CURVE, SOUTH 16°35'12" EAST, 2.00 FEET:

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, A RADIAL LINE TO WHICH CURVE BEARS SOUTH 16°35'12"EAST AT POINT OF CURVE, SAID CURVE HAVING A RADIUS OF 3544.00 FEET, A CENTRAL ANGLE OF 08°28'36" AND AN ARC LENGTH OF 524.31 FEET;

THENCE, SOUTH 64°56'12" WEST 525.50 FEET;

THENCE SOUTH 00°10'31" WEST 8.84 FEET TO THE POINT OF BEGINNING.

A PORTION OF APN 191-210-370, APN'S 191-210-130, 191-210-150, 191-210-160, 191-210-240, AND 191-210-250

A PLAT, EXHIBIT "B", IS ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

**END OF DESCRIPTION** 

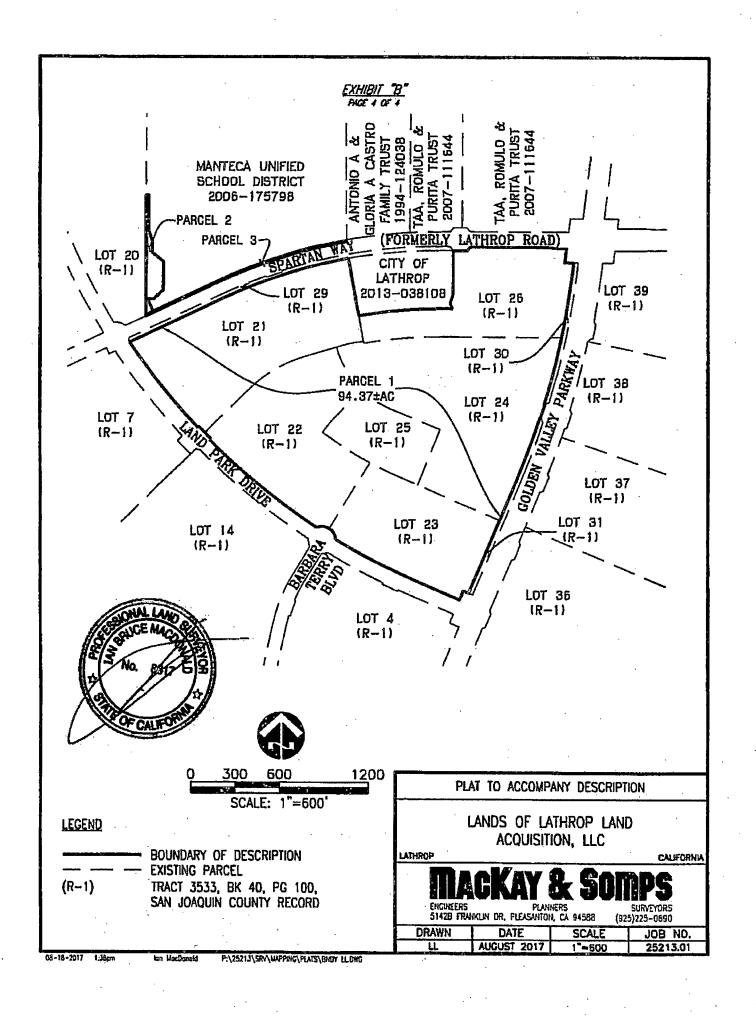
PREPARED BY:

IAN BRUCE MACDONALD LICENSED LAND SURVEYOR NO. 8817

(EXP. 12/3/1/17)

STATE OF CALIFORNIA

8/18/17 DATE



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# ATTACHMENT "C"

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		005'002 \$			005'272'1 \$	D00'579'Z 5			2,934,000	S	_	000,214,5	2 ≠ zicro1
		005'021 \$		1	005'209 \$	000'502'1 9	100%	%0	1,446,000	5	HOL	000'501'1	Land Paid Drive (Horris Side) Golden Valley Paisway to Spartan Way"
	i	DOS'81 S			ססקינינ 5	000,285. 2	14001	NO.	000,182	5	KOZ	000 589	2 A SWIN HAR DIRECT YEAR FRIENDS TO BE A PRINCE PART OF THE P
		DOS'SL S	1		002,77£ 2	0007554 9	X001	%0	000 906	S	NO	122,000	Colden Valley Partway (West Side) Land Park Drive to Sparter Partway
s910M	Completion Date	Maintenance Bond Amount	Uen Relezza I	Amount of Payment to Date	Labor and Material Bend <sup>6</sup>	Ferformance Sond Amount	Unfinished [%] *	finished (%) b	Estimated Cost		Contrigency To	Esskrusted Cast	unsintwordeni

TISTON

isvariget to enothbrod PBTE Take from Italians of Approval

b) Percentage complete to be provided by the City's construction inspector with input from developer.
 c) Securaty remements and burstned necessarily of the entirestation of the Unividual Improvement

c) Security temestenting one hundred pettent (100%) of the estimated cost of the Unlinished Improvements.

d) Security representing fifty pettent [50%] of the estimated tast of the Unfaithed Improvements.

e) Payments made by developes to contractor.

I) Uen reteases provided by contractor g) Assumed maintenance bond amount is 10% of the total improvement cort.

h) Csturiale lucludes cost to complete remaining work, pavement, median & street lights have already been accepted by the City. i) Estimate includes cost to complete remaining work, pavement, median & street lights have already been accepted by the City.

ITEM 1A'I - GOEDEN VALL	EW. WEST	SIĐE (I AN	D PARK 'D	RIVE TO SPĀRT	CWG-JDB
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		·UNIT 🖈			
文 · · · · · · · · · · · · · · · · · · ·	*:UNIT	COST	QŤY	SITEM TOTAL	ASSUMPTIONS.
A. Street and Concrete Work					
Rough grading bahind curb	CY .	\$6 00	2,041	\$12,246 00	See Note 3
inish grading bahind curb	SF	50 50	55,113		
Sidewalk	SF	\$5 00	21,517	\$107,585.00	6" on Native
Curb Return / Handicap Ramp	EA	\$5,000 00	4	\$20,000 00	
Signing, Striping and Monuments - Collector	LF	\$5.00	2,425		See Note 4
Subtotal Street and Concrete Work				\$179,513	
				***************************************	
B. Storm Drain Work			<del></del>		·
Coltable Color Col		<u> </u>			
Subtotel Storm Drain Work				\$0	
C. Water System Work					
w. senice System febile					
Subtotal Water System Work		<del></del>		\$0,00	<del></del>
Canidio sectal Chargill SECTA		<del>                                     </del>		\$0,00	
D. Recycled Water System Work	· · · · · ·	<del></del>			
2" Irrigation Service	EA	52,000 00	1	52 000 00	See Note 6
Subtotal Rec. Water System Work			·	\$2,000.00	
				0-,0-0110	
E. Sanitary Sewer Work	,		***************************************		
· · · · · · · · · · · · · · · · · · ·			****		
Subtotal Sanitary Sewer Work				\$0.00	
			***************************************		
F. Dewalering Work					
1				\$0.00	
Subtotal Dewatering Work				\$0.00	
·					1
G. Miscellansous Work					
			······································	. \$0.00	
Subtotal Miscellaneous Work			<del></del>	\$0.00	
At Control Mark		ļļ.			
H. Erosion Control Work		<del></del>			
Erosion Control - Straw Wattles & Inlet Protection Subtotal Erosion Control Work	LF	53.00	2,425		See Note 7
SUDIOTAL ELOSION CONTOL MACK		<del></del>		\$7,275.00	
I. Electrical Work		<del>  </del>	<del></del>		
Street Lighting	EA	\$5,000.00	******	ea aa	See Note B
Joint Trench (excluding conduit)	LF	\$160.00	2,425		
Subtotal Electrical Work	-	_,,00.00	6,769	\$388,000.00	
		1		2505,000.00	
J. Landscape Work			· · · · · · · · · · · · · · · · · · ·		
Landscape & Irrigation	SF ·	\$5.00	33,596	5167,980 00	
Street Furniture	LS	\$10,000.00	1		See Note 10
Subtotal Landscape Work				\$177,980.00	
ITEM 1A.I - CONSTRUCTION TOTAL:				\$754,768	:
				\$755,000	(Rounded up to \$1k)

# 

### Item 1A.i Notes:

- 1. Improvements assumed to be limited to the western right-of-way between back of curb and right-of-way, costs for improvements to lots 30&31 are included in the Open Space and Landscaping section of this estimate. No improvements are anticipated to the east side of the road (landscaping or sidewalk) as part of this estimate.
- 2. Intentionally left blank.
- 3. Rough Grading is assumed to be 1 cubic yard for every 27 square feet of development (1' of depth),
- 4. Although Golden Valley Parkway is currently striped and open to the public, a budget has been included for striping to accommodate revisions to the striping (additional turn lanes) signage (street signs, no parking signs) and other signage.
- 5. It is anticipated that some rehabilitation will be required within each street section to clean and maintain the existing structures and pipe systems. These costs are included within the Underground Pipeline Inspection, Testing and Repair section of this estimate.
- 6. The proposed irrigation services were anticipated with the master electrical design and development and it is therefore assumed that by completing the electrical system, the electrical service at each irrigation meter will be completed and be available for use.
- 7. The erosion control budget assumes that the scope of work is limited to the summer months when rainfall is not expected. Should construction occur over the winter, this cost should be revised accordingly.
- 8. Street lights were installed for this section of street by the City of Lathrop.
- 9. PG&E, Cable and Telephone per estimate by Glacalone Design Services dated 11/7/2011.
- 10. Street Furniture (incl Benches, Architectural Elements, Bus Shelters, etc.) has been included as a budget item under each roadway.

					CWG-JDB
ITEM 1A II - SPARTAN WAY - SOL	TH SIDE	GOLDEN A	ALLEY PA	RKWAY TO LAN	D PARK DRIVE)
			3		
	2	UNIT *COST	2		4
表 文 等 TEMP 发 家 类	UNIT	<b>ာ ငပ</b> န္း	A QTY	ITEM TOTAL	ASSUMPTIONS
A. Street and Concrete Work		1			
Rough grading behind curb	CY	56 00	2 452	\$14,769.33	See Note 3
inish grading behind curb	SF	\$0.50		\$33,231,00	
Sidewalk	SF	\$5 00	10,275	\$51,375 GO	6" on Native
Curb Return / Handicap Ramp	EA	\$5,000 00	4	\$20,000 00	
Signing, Striping and Monuments - Collector	. LF	\$5 00	3.150	\$15,750 00	See Note 4
Subtotal Street and Concrete Work		<u>                                     </u>		\$135,125	
				<u> </u>	
3. Storm Drain Work			<u> </u>		
		<u> </u>			
Subtotal Storm Drain Work			<u> </u>	\$0	
		<u> </u>			
2. Water System Work		,			
Subtolal Water System Work	<u> </u>		ļ	\$0.00	
		<u> </u>			
D. Recycled Water System Work					
2" Irrigation Service	EA	52,000 00	1	\$2,000 00	See Nole 6
Subtolal Rec. Water System Work		<u> </u>		\$2,000.00	
E. Sanitary Sewer Work					
		<u> </u>			
Subtotal Sanitary Sewer Work				\$0.00	
		<u> L</u>			
F. Dewatering Work				· ·	
				\$0.00	
Subtotal Dewatering Work				\$9.00	
G. Miscellaneous Work					- 4
		l		50 00	
Subtotal Miscellaneous Work			1	\$8.00	
H. Erosion Control Work		` .			į.
Erosion Control - Straw Wattles & Inlet Protection	ኒፑ	\$3 00	3,150	\$9,450 00	See Note 7
Subtotal Erosion Control Work		,		\$9,450.00	
I. Electrical Work					
Street Lighting	ĒΑ	\$5,000 00		\$0.00	See Note 8
Joint Trench (excluding conduit)	LF	\$15 00	3.150	\$47,250.00	See Note 9
Subtotal Electrical Work				\$47,250.00	
J. Landscape Work					
andscape & Imigation	SF	\$5 00	56.187	\$280,935 00	<u>'</u>
Street Furniture	LS	\$10,000 00	1		See Note 10
Subtotal Landscape Work		1.		\$290,935.00	
	1				
TEM 1A.II - CONSTRUCTION TOTAL:				\$494,760	
		T .			(Rounded up to \$1k)

# ITEM 1ATI - SPARTAN WAY - SOUTH SIDE (GOLDEN-VALLEY PARKWAY TO L'AND) PARK DRIVE) (contd)

### Item 1A.ii Notes:

- 1. Improvements assumed to be limited to the median, southern right-of-way between back of curb and right-of-way. The improvements the Lot 29 open space area are included in the park and open space sections of this estimate. No improvements are anticipated to the north side of the road (landscaping or sidewalk) as part of this estimate.
- 2. The landscaping and sidewalk frontage to the City of Lathrop's "Generations Center" is assumed to be constructed as part of that development. No costs are included for the landscaping frontage and the sidewalk from the Lathrop generations Center to the high school crossing.
- 3. Rough Grading is assumed to be 1 cubic yard for every 27 square feet of development (1' of depth).
- 4. Although the roadway is generally striped, it was left in an interim configuration without pedestrian crossings, street signs, no parking signs, etc.
- 5. It is anticipated that some rehabilitation will be required within each street section to clean and maintain the existing structures and pipe systems. These costs are included within the Underground Pipeline Inspection, Testing and Repair section of this estimate.
- 6. The proposed irrigation services were previously designed in conjunction with the master electrical design and development and it is therefore assumed that by completing the electrical system within the joint trench line items the electrical service at the irrigation meter will be completed and be available for use.
- 7. The erosion control budget assumes that the scope of work is limited to the summer months when rainfall is not expected. Should construction occur over the winter, this cost should be revised accordingly.
- 8. Street lights were installed for this section of street by the City of Lathrop.
- 9. Although discussions with the previous contractor, joint trench designer and City have Indicated that the joint trench along this section of Lathrop Road has been installed, only PG&E installed their facilities in the trench, it is assumed that conduit was installed in the trench to accommodate Cable TV and Telephone, these costs provide a budget to install wire, vaults and splice boxes as needed.
- 10. Street Furniture (incl Benches, Architectural Elements, Bus Shelters, etc.) has been included as a budget item under each roadway.

· !ITEM.1A.iii - L'AND; BARK DRÎVE -	MODIES C	DE (COAD	FANLINAV T	A COL DEVEVAL	CWG-JDB
TIEM IAM - LAND/GARADRIVE -	MOR LINES	DE ISLAN	AN WAT	O GOLLENIVAL	ECT PARKWATE.
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TITEMS * *	TUNIT	⊕cosī		ITEM TOTAL	ASSUMPTIONS
. Street and Concrete Work					
lough grading behind curb	CY	\$6 00	3,654	\$21,924.89	See Note 3
inish grading behind curb	SF	\$0.50	98,662	\$49,331.00	•
Sidewalk	SF	\$5.00	22,416	\$112,080 00	6° on Native
Curb Return / Handicap Ramp	EA	\$5,000 00	6		
Signing, Striping and Monuments - Collector	LF	\$12 50	2.890	536,125 00	See Note 4
Subtotal Street and Concrete Work		<u> </u>		\$249,461	
					·
3. Storm Drain Work		<u> </u>			<u> </u>
Cultatel Canana Daela Marah	<del> </del>		<u> </u>		<del></del>
Subtotal Storm Drain Work		<u> </u>		\$0	
Water System Week		<b> </b>	ļ		
C. Water System Work		<u> </u>	<del> </del>	<del> </del>	
Subtotal Water System Work	ļ	<del> </del>		\$0.00	
Outlotel Held System Holk	<del> </del>	<del> </del>	<del> </del>	30.00	· · · · · · · · · · · · · · · · · · ·
). Recycled Water System Work				<u> </u>	
		<u> </u>	<del></del>		
Subtotal Rec. Water System Work			<del></del>	\$0.00	
			<del></del>	77	
E. Sanitary Sewer Work			<del> </del>	· · · · · · · · · · · · · · · · · · ·	
Subtotal Sanitary Sewer Work			i i	\$0.00	
F. Dewalering Work					
Subtotal Dewatering Work				\$0.00	
	<u> </u>				
G. Miscellaneous Work			ļ		
			<u> </u>		
Subtolal Miscellaneous Work			,	\$0.00	
		<u> </u>			
H. Erosian Control Work					
Erosion Control - Straw Wattles & Inlet Protection	LF	\$3 00	2,890		See Note 7
Subtotal Erosion Control Work		<del> </del>		\$8,670,09	
I. Electrical Work		<del></del>	<del> </del>	<del></del>	· · · · · · · · · · · · · · · · · · ·
Street Lighting	EA	\$4,000.00	23	חת המג כמש	See Note 8
Joint Trench (excluding conduit)	LF	\$160.00	<del></del>		
Subtotal Electrical Work				\$554,880.00	
				-35 ((25)100	
J. Landscape Work					
andscape & Imigation	SF	\$5 00	76,245	\$381,230 00	
Street Furniture	15	\$10,000 00			See Note 10
Subtotal Landscape Work				\$391,230.00	
TEM 1A.III - CONSTRUCTION TOTAL:				\$1,204,241	
		<u> </u>		\$1,205,000	(Rounded up to \$1k)

# TEM TATIII - LAND PARKIDRIVE INORTH SIDE (SPARTAN WAYED GOLDENWALKEY PARKWAY) (cont'd):

### Item 1A.lii Notes:

- 1. Improvements assumed to be limited to the northern right-of-way between back of curb and right-of-way and the two roundabouts located along Land Park Drive. No improvements are anticipated to the south side of the road (landscaping or sidewalk) as part of this estimate.
- 2. Intentionally left blank.
- 3. Rough Grading is assumed to be 1 cubic yard for every 27 square feet of development (1' of depth).
- 4. No striping has been installed to date on Land Park Drive and it is currently closed off with no public access.
- 5. It is anticipated that some rehabilitation will be required within each street section to clean and maintain the existing structures and pipe systems. These costs are included within the Underground Pipeline Inspection, Testing and Repair section of this estimate.
- 6. Intentionally left blank.
- 7. The erosion control budget assumes that the scope of work is limited to the summer months when rainfall is not expected. Should construction occur over the winter, this cost should be revised accordingly.
- 8. Assumes one street light every 125 feet, alternating sides of the street.
- 9. PG&E, Cable and Telephone per estimate by Giacalone Design Services dated 11/7/2011.
- 10. Street Furniture (incl Benches, Architectural Elements, Bus Shelters, etc.) has been included as a budget Item under each roadway.

# Bond Estimate Recycled Water Disposal, Stage1 Saybrook CLSP, LLC Based on Recycled Water Disposal Report Stage 1, Dated Dec. 6, 2013

25201.000 2017.05.08 GJ-JDB

PART A - LAND APPLICATION SITES	\$30,450 \$66,190 \$15,000 \$77,500 \$37,500 \$11,340 \$24,300 \$16,000 \$134,400 \$25,000
2. 17,650 CY Rough Grade 3.75 3. 2 EA Standpipe incl. Valves and Air Gap 7,500.00 4. 3,100 LF 12* Irrigation Pipe incl Bubble-Up Irrigation Risers 25.00 5. 1,500 LF 6* Tallwater Return Pipe (See note 5) 25.00 6. 3,025 LF Earth V-Ditth 3.75 7. 121,500 SF Finish Grade Road (Perimeter Access Roads) 0.20 8. 0 SF Finish Grade Road (Perimeter Access Roads) 0.20 9. 2 EA Paved Driveway Approach and Staging Area 6,000.00 10. 8,400 LF 8* Chalnlink Fence & Gates (Gavanized Steel) 16.00 11. 1 L5 SWPPP/Eroslon/Dust Control (Assume Construction 25,000.00 occurs during Summer) ESTIMATED SUB-TOTAL - LAND APPLICATION SITES:  PART 8 - RW BASIN (SITE WORK) (Per cost estimate provided by PACE 12/20/2013) 1. 90,000 CY Rough Grade 3.75 2. 13 AC Site Clearing 870.00 3. 575,000 SF Finish Grade 0.20 4. 50,000 SF Finish Grade 0.20 4. 50,000 SF 6* Thick AB Access Road 1.20 5. 1 EA Paved Driveway Approach 5,000.00 5. 3,200 LF B' Chalnlink Fence & Gates 7. 410,000 SF Basin Liner Material (40 mil) 0.55 8. 1 LS Trenching (Basin Liner anchor trench at top of slope) 25,000.00 9. 23 EA Basin Safety Equipment 800.00 10. 1 LS SWPPP/Eroslon/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 CO.00 1. 1 LS Mechanical Piping and Valve Sets 135,000.00	\$66,190 \$15,000 \$77,500 \$37,500 \$11,340 \$24,300 \$16,000 \$134,400
3. 2 EA Standpipe incl. Valves and Air Gap 7,500,00 4. 3,100 LF 12" Irrigation Pipe incl Bubble-Up Irrigation Risers 25.00 5. 1,500 LF 6" Tallwater Return Pipe (See note S) 25.00 6. 3,D25 LF Earth V-Oitch 3.75 7. 121,500 SF Finish Grade Road (Perimeter Access Roads) 0.20 8. 0 SF Finish Grade Road (Perimeter Access Roads) 0.20 9. 2 EA Paved Driveway Approach and Staging Area 8,000.00 10. 8,400 LF 8" Chalnlink Fence & Gates (Gavanized Steel) 16.00 11. 1 LS SWPPP/Eroslon/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - LAND APPLICATION SITES:  PART B - RW BASIN (SITE WORK) (Per cost estimate provided by PACE 12/20/2013) 1. 90,000 CY Rough Grade 3.75 2. 13 AC Site Clearing 870.00 3. 575,000 SF Finish Grade 0,20 4. 50,000 SF 6" Thick AB Access Road 1,20 5. 1 EA Paved Driveway Approach 5,000.00 6. 3,200 LF B' Chalnlink Fence & Gates (Gates) 18.00 7. 410,000 SF Basin Liner Material (40 mill) 0.55 8. 1 LS Trenching (Basin Liner anchor trench at top of slope) 25,000.00 9. 23 EA Basin Safety Equipment 800,00 10. 1 LS SWPPP/Eroslon/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 (Per Cost e	\$15,000 \$77,500 \$37,500 \$11,340 \$24,300 \$0 \$16,000 \$134,400
4. 3,100 LF 12" Irrigation Pipe incl Bubble-Up Irrigation Risers 25,00  5. 1,500 LF 6" Tallwater Return Pipe (See note S) 25,00  6. 3,025 LF Earth V-Oitth 3.75  7. 121,500 SF Finish Grade Road (Perimeter Access Roads) 0.20  8. 0 SF Finish Grade Field (See Note 6) 0.20  9. 2 EA Paved Oriveway Approach and Staging Area 8,000.00  10. 8,400 LF 8' Chainlink Fence & Gates (Gavanized Steel) 16,00  11. 1 LS SWPPP/Erosion/Dust Control (Assume Construction 25,000.00  0ccurs during Summer)  ESTIMATED SUB-TOTAL - LAND APPLICATION SITES:  PART 6 - RW BASIN (SITE W/ORK) (Per cost estimate provided by PACE 12/20/2013)  1. 90,000 CY Rough Grade 3.75  2. 13 AC Site Clearing 870.00  3. 575,000 SF Finish Grade 0.20  4. 50,000 SF 6" Thick AB Access Road 1.20  5. 1 EA Paved Oriveway Approach 5,000.00  6. 3,200 LF 8" Chainlink Fence & Gates (Gates (Gates) 18.00  7. 410,000 SF Basin Liner Material (40 mill) 0.55  8. 1 LS Trenching (Basin Liner anchor trench at top of slope) 25,000.00  9. 23 EA Basin Safety Equipment 800.00  10. 1 LS SWPPP/Erosion/Dust Control (Assume Construction 25,000.00  0ccurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 (20 pp. 20 pp.	\$77,500 \$37,500 \$11,340 \$24,300 \$0 \$16,000 \$134,400
5. 1,500 LF 6" Tallwater Return Pipe (See note 5) 25.00 6. 3,025 LF Earth V-Ditch 3.75 7. 121,500 SF Finish Grade Road (Perimeter Access Roads) 0.20 8. 0 SF Finish Grade Field (See Note 6) 0.20 9. 2 EA Paved Driveway Approach and Staging Area 8,000.00 10. 8,400 LF 8' Chalnlink Fence & Gates (Gavanized Steel) 16.00 11. 1 LS SWPPP/Erosion/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - LAND APPLICATION SITES:  PART 8 - RW BASIN (SITE WORK) (Per cost estimate provided by PACE 12/20/2013) 1. 90,000 CY Rough Grade 3.75 2. 13 AC Site Clearing 870.00 3. 575,000 SF Finish Grade 0.20 4. 50,000 SF Finish Grade 0.20 4. 50,000 SF 6" Thick AB Access Road 1.20 5. 1 EA Paved Driveway Approach 5,000.00 6. 3,200 LF B' Chainlink Fence & Gates 18.00 7. 410,000 SF Basin Liner Material (40 mil) 0.55 8. 1 LS Trenching (Basin Liner anchor trench at top of slope) 25,000.00 9. 23 6A Basin Safety Equipment 800.90 10. 1 LS SWPPP/Erosion/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 (ACC) (ACC) (Per cost estimate provided by PACE 12/20/20 (ACC) (ACC) (Per cost estimate provided by PACE 12/20/20 (ACC)	\$37,500 \$11,340 \$24,300 \$6 \$16,000 \$134,400
6. 3,025 LF Earth V-Ditch 3.75 7. 121,500 SF Finish Grade Road (Perimeter Access Roads) 0.20 8. 0 SF Finish Grade Road (Perimeter Access Roads) 0.20 9. 2 EA Paved Driveway Approach and Staging Area 8,000.00 10. 8,400 LF 8' Chainlink Fence & Gates (Gavanized Steel) 16.00 11. 1 LS SWPPP/Erosion/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - LAND APPLICATION SITES:  PART 8 - RW BASIN (SITE WORK) (Per cost estimate provided by PACE 12/20/2013) 1. 90,000 CY Rough Grade 3.75 2. 13 AC Site Clearing 870.00 3. 575,000 SF Finish Grade 0.20 4. \$0,000 SF Finish Grade 0.20 4. \$0,000 SF G' Thick AB Access Road 1.20 5. 1 EA Paved Driveway Approach 5,000.00 6. 3,200 LF B' Chairlink Fence & Gates 18.00 7. 410,000 SF Basin Liner Material (40 mill) 0.55 8. 1 LS Trenching (Basin Liner anchor trench at top of slope) 25,000.00 9. 23 EA Basin Safety Equipment 800.00 10. 1 LS SWPPP/Erosion/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 CO.00 2. 1 LS Mechanical Piping and Valve Sets 135,000.00	\$11,340 \$24,300 \$6 \$16,000 \$134,400
7. 121,500 SF Finish Grade Road (Perimeter Access Roads) 0 20 8. 0 SF Finish Grade Field (See Note 6) 0.20 9. 2 EA Paved Oriveway Approach and Staging Area 6,000.00 10. 8,400 LF 8' Chalnlink Fence & Gates (Gavanized Steel) 16.00 11. 1 LS SWPPP/Erosion/Dust Control (Assume Construction 25,000.00	\$24,300 \$0 \$16,000 \$134,400
8. 0 SF Finish Grade Field (See Note 6) 0.20 9. 2 EA Paved Driveway Approach and Staging Area 8,000.00 10. 8,400 LF 8' Chalnlink Fence & Gates (Gavanized Steel) 16.00 11. 1 LS SWPPP/Eroslon/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - LAND APPLICATION SITES:  PART 8 - RW BASIN (SITE WORK) (Per cost estimate provided by PACE 12/20/2013) 1. 90,000 CY Rough Grade 3.75 2. 13 AC Site Clearing 870.00 3. 575,000 SF Finish Grade 0,20 4. 50,000 SF 6" Thick AB Access Road 1,20 5. 1 EA Paved Driveway Approach 5,000.00 6. 3,200 LF B' Chainlink Fence & Gates 18.00 7. 410,000 SF Basin Liner Material (40 mil) 0.55 8. 1 LS Trenching (Basin Liner anchor trench at top of slope) 25,000.00 9. 23 EA Basin Safety Equipment 800.00 10. 1 LS SWPPP/Eroslon/Dust Control (Assume Construction 25,000.00 10. 1 LS SWPPP/Eroslon/Dust Control (Assume Construction 25,000.00 10. 1 LS SWPPP/Eroslon/Dust Control (Assume Construction 25,000.00 10. 1 LS Block Wall, Gates, Doors 60,000.00 2. 1 LS Block Wall, Gates, Doors 60,000.00 2. 1 LS Mechanical Piping and Valve Sets 135,000.00	\$0 \$16,000 \$134,400
9. 2 EA Paved Driveway Approach and Staging Area 8,000.00 10. 8,400 LF 8' Chalnlink Fence & Gates (Gavanized Steel) 16.00 11. 1 LS SWPPP/Eroslon/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - LAND APPLICATION SITES:  PART 8 - RW BASIN (SITE WORK) (Per cost estimate provided by PACE 12/20/2013) 1. 90,000 CY Rough Grade 3.75 2. 13 AC Site Clearing 870.00 3. 575,000 SF Finish Grade 0,20 4. 50,000 SF 6" Thick AB Access Road 1,20 5. 1 EA Paved Driveway Approach 5,000.00 6. 3,200 LF B' Chainlink Fence & Gates 18.00 7. 410,000 SF Basin Liner Material (40 mil) 0,55 8. 1 LS Trenching (Basin Liner anchor trench at top of slope) 25,000.00 9. 23 EA Basin Safety Equipment 800.00 10. 1 LS SWPPP/Eroslon/Dust Control (Assume Construction 25,000.00 10. 1 LS SWPPP/Eroslon/Dust Control (Assume Construction 25,000.00 10. 1 LS SWPPP/Eroslon/Dust Control (Assume Construction 25,000.00 10. 1 LS Block Wall, Gates, Doors 60,000.00 2. 1 LS Mechanical Piping and Valve Sets 135,000.00	\$16,000 \$134,400
10. 8,400 LF 8' Chainlink Fence & Gates (Gavanized Steel) 16.00  11. 1 L5 SWPPP/Erosion/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - LAND APPLICATION SITES:  PART 8 - RW BASIN (SITE WORK) (Per cost estimate provided by PACE 12/20/2013)  1. 90,000 CY Rough Grade 3.75  2. 13 AC Site Clearing 870.00  3. \$75,000 SF Finish Grade 0,20  4. \$0,000 SF 6" Thick AB Access Road 1,20  5. 1 EA Paved Driveway Approach 5,000.00  6. 3,200 LF B' Chainlink Fence & Gates 18.00  7. 410,000 SF Basin Liner Material (40 mill) 0.55  8. 1 L5 Trenching (Basin Liner anchor trench at top of slope) 25,000.00  9. 23 EA Basin Safety Equipment 800.00  10. 1 L5 SWPPP/Erosion/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):	\$134,400
11.	
Description	\$25,000
PART 8 - RW BASIN (SITE WORK)  1. 90,000 CY Rough Grade 3.75 2. 13 AC Site Clearing 870.60 3. 575,000 SF Finish Grade 0,20 4. 50,000 SF 6" Thick AB Access Road 1,20 5. 1 EA Paved Driveway Approach 5,000.00 6. 3,200 LF B' Chainlink Fence & Gates 18.00 7. 410,000 SF Basin Liner Material (40 mil) 0.55 8. 1 LS Trenching (Basin Liner anchor trench at top of slope) 25,000.00 9. 23 EA Basin Safety Equipment 800.00 10. 1 LS SWPPP/Erosion/Dust Control (Assume Construction 25,000 00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 1. 1 LS Block Wall, Gates, Doors 60,000.00 2. 1 LS Mechanical Piping and Valve Sets 135,000.00	
1. 90,000 CY Rough Grade 3.75 2. 13 AC Site Clearing 870.00 3. 575,000 SF Finish Grade 0,20 4. 50,000 SF 6" Thick AB Access Road 1,20 5. 1 EA Paved Driveway Approach 5,000.00 6. 3,200 LF B' Chairlink Fence & Gates 18.00 7. 410,000 SF Basin Liner Material (40 mil) 0,55 8. 1 LS Trenching (Basin Uner anchor trench at top of slope) 25,000.00 9. 23 EA Basin Safety Equipment 800.00 10. 1 LS SWPPP/Erasion/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 for cost 2, 1 LS Mechanical Piping and Valve Sets 135,000.00	\$437,680
2.       13       AC       Site Clearing       870.00         3.       575,000       SF       Finish Grade       0,20         4.       50,000       SF       6" Thick AB Access Road       1,20         5.       1       EA       Paved Driveway Approach       5,000.00         6.       3,200       LF       B' Chairlink Fence & Gates       18.00         7.       410,000       SF       Basin Liner Material (40 mil)       0.55         8.       1       LS       Trenching (Basin Uner anchor trench at top of slope)       25,000.00         9.       23       EA       Basin Safety Equipment       800.00         10.       1       LS       SWPPP/Erasion/Dust Control (Assume Construction occurs during Summer)       25,000.00         ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):         PART C - RW PUMP STATION AT BASIN G       (Per cost estimate provided by PACE 12/20/20         1.       1       LS       Block Wall, Gates, Doors       60,000.00         2.       1       LS       Mechanical Piping and Valve Sets       135,000.00	
3. 575,000 SF Finish Grade 0,20 4. 50,000 SF 6" Thick AB Access Road 1,20 5. 1 EA Paved Driveway Approach 5,000.00 6. 3,200 LF B' Chainlink Fence & Gates 18.00 7. 410,000 SF Basin Liner Material (40 mil) 0,55 8. 1 LS Trenching (Basin Liner anchor trench at top of slope) 25,000.00 9. 23 EA Basin Safety Equipment 800.00 10. 1 LS SWPPP/Erasion/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 1. 1 LS Block Wall, Gates, Doors 60,000.00 2. 1 LS Mechanical Piping and Valve Sets 135,000.00	\$337,500
4. 50,000 SF 6" Thick AB Access Road 1,20 5. 1 EA Paved Driveway Approach 5,000.00 6. 3,200 LF B' Chainlink Fence & Gates 18.00 7. 410,000 SF Basin Liner Material (40 mil) 0.55 8. 1 LS Trenching (Basin Liner anchor trench at top of slope) 25,000.00 9. 23 EA Basin Safety Equipment 800.00 10. 1 LS SWPPP/Erasion/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 1. 1 LS Block Wall, Gates, Doors 60,000.00 2. 1 LS Mechanical Piping and Valve Sets 135,000.00	\$11,310
5. 1 EA Paved Driveway Approach 5,000.00 6. 3,200 LF B' Chairlink Fence & Gates 18.00 7. 410,000 SF Basin Liner Material (40 mil) 0.55 8. 1 LS Trenching (Basin Liner anchor trench at top of slope) 25,000.00 9. 23 EA Basin Safety Equipment 800.00 10. 1 LS SWPPP/Erasion/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 1. 1 LS Block Wall, Gates, Doors 60,000.00 2. 1 LS Mechanical Piping and Valve Sets 135,000.00	\$115,000
6. 3,200 LF B' Chairlink Fence & Gates 18.00 7. 410,000 SF Basin Liner Material (40 mil) 0.55 8. 1 LS Trenching (Basin Liner anchor trench at top of slope) 25,000.00 9. 23 EA Basin Safety Equipment 800.00 10. 1 LS SWPPP/Erasion/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 1. 1 LS Block Wall, Gates, Doors 60,000.00 2. 1 LS Mechanical Piping and Valve Sets 135,000.00	\$60,000
7. 410,000 SF Basin Liner Material (40 mil) 0.55 8. 1 LS Trenching (Basin Liner anchor trench at top of slope) 25,000.00 9. 23 EA Basin Safety Equipment 800.00 10. 1 LS SWPPP/Erosion/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 1. 1 LS Block Wall, Gates, Doors 60,000.00 2. 1 LS Mechanical Piping and Valve Sets 135,000.00	\$5,000
8. 1 LS Trenching (Basin Uner anchor trench at top of slope) 25,000.00 9. 23 EA Basin Safety Equipment 800.00 10. 1 LS SWPPP/Erasion/Dust Control (Assume Construction 25,000.00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 1. 1 LS Block Wall, Gates, Doors 60,000.00 2. 1 LS Mechanical Piping and Valve Sets 135,000.00	\$57,600
9. 23 EA Basin Safety Equipment 800.00 10. 1 LS SWPPP/Erosion/Dust Control (Assume Construction 25,000 00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20 1. 1 LS Block Wall, Gates, Doors 60,000.00 2. 1 LS Mechanical Piping and Valve Sets 135,000.00	\$225,500
10. 1 LS SWPPP/Erasion/Dust Control (Assume Construction 25,000 00 occurs during Summer)  ESTIMATED SUB-TOTAL - RW BASIN (SITE WORK):  PART C - RW PUMP STATION AT BASIN G (Per cost estimate provided by PACE 12/20/20  1. 1 LS Block Wall, Gates, Doors 60,000.00  2. 1 LS Mechanical Piping and Valve Sets 135,000.00	\$25,000
part C - RW PUMP STATION AT BASIN G  1. 1 LS Block Wall, Gates, Doors 60,000.00  2. 1 LS Mechanical Piping and Valve Sets 135,000.00	\$18,400
PART C - RW PUMP STATION AT BASIN G  1. 1 LS Block Wall, Gates, Doors 60,000.00  2. 1 LS Mechanical Piping and Valve Sets 135,000.00	\$25,000
1.         1         LS         Block Wall, Gates, Doors         60,000.00           2.         1         LS         Mechanical Piping and Valve Sets         135,000.00	\$880,310
1.         1         LS         Block Wall, Gates, Doors         60,000.00           2.         1         LS         Mechanical Piping and Valve Sets         135,000.00	J13)
223,000.00	\$60,000
3. 1 LS Pumps 165,000.00	\$135,000
	\$165,000
4. 1 LS Agration 25,000,00	\$25,000
5. 1 LS Flow Meter 15,000,00	\$15,000
6. 1 L5 Level Sensor 10,000.00	\$10,000
7. 1 LS Control Valve w/ Solenoid 35,000.00	\$35,000
8. 1 L5 MCC Control Panel 70,000.00	\$70,000
9. 1 L5 Service Entrance Section 50,000.00	\$50,000
10. 1 LS Metering and Control Wire 30,000.00	\$30,000
11. 1 LS Service Elcetrical Wire 45,000.00	\$45,000
12. 1 LS Radio Control Equipment 65,000.00	\$65,000
ESTIMATED SUB-TOTAL - RW PUMP STATION AT BASIN G:	

## Bond Estimate Recycled Water Disposal, Stage1 Saybrook CLSP, LLC

25201.000 2017.05.08 GJ-JDB

ITEM	QUANTITY	บทน ลูล	sed on Recycled Waler Disposal Report Slage 1, Dated Dec. 6  OESCRIPTION	. 2013 UNIT PRICE	AMOUNT
PART D - I	RW PIPE-GOLDEN	VALLEY	PARKWAY	***	
1.	1	EA	Remove Blowoff and Connect	1,000.00	\$1,000
2.	250	ŁF	12" Recycled Water Main including fittings	52.00	\$13,000
3.	1,660	LF	20" Recycled Water Main Including fittings	110.00	\$182,600
4.	3	EA	12" Valves	1,800.00	\$5,400
5.	6	EΑ	20" Valves	5,000.00	\$30,000
6.	1	£Α	2" Blowoff Assembly	1,500.00	\$1,500
7.	2	EA	2" Air Relief Valve	2,000.00	54,800
			ESTIMATED SUB-TOTAL	RW PIPE-GVP:	\$237,500
PARTE - F	RW PIPE INTERTIE				
1.	2	EA	Cut Into Existing RW Main and Connect	7,500.00	\$15,000
2.	35	LF	18" Recycled Water Main Incl. fittings	200,00	\$7,000
3.	1	ÉA	24" Tee	4,500.00	\$4,500
4.	1	EA	18" Tee	2,500.00	\$2,500
5.	2	EΑ	18"x12" Reducer	750,00	\$1,500
6.	1	EA	24"x18" Reducer	1,000.00	\$1,000
7.	3	EΑ	18" Butterfly Valves	3,500.00	\$10,500
8.	3	EΑ	24" Butterfly Valves	6,500.00	\$19,500
9,	1	BDGT	Pavement Repair	2,500.00	\$2,500
			ESTIMATED SUB-TOTAL - RW	PIPE INTERTIE:	\$54,000
:	SUMMARY				
	1	PARTA •	LAND APPLICATION SITES	\$437,680	
	1	PART B -	RW BASIN (SITE WORK)	\$880,310	
	1	PART C -	RW PUMP STATION AT BASIN G	\$705,000	
	1	PART D -	RW PIPE-GOLDEN VALLEY PARKWAY	\$237,500	
	i	PART E -	RW PIPE INTERTIE	\$64,000	
			ESTIMATED CONSTRUCTION TOTAL:	\$2,324,490	

#### NOTES

- 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.
- 2. This estimate is based on the 30% drawings provided in the Recycled Water Disposal Report Stage 1, Dated Dec. 6, 2013
- Costs presented herein represent an opinion based on historical information from other projects in San Joaquin County and the San Francisco Bay Area. No provision has been made for inflation, it is recommended that the users of this estimate review the un
- Costs for the SWPPP Erosion Control and Dust Control are based on summer construction in one construction season.
- The pump for tail water return is anticipated to be provided by the farmer via a trailer mounted unit.
- It is anticipated that finish grading within the irrigation field area is not required as the farmer will plow and shape the field to his needs.
- Cost to bring electricity to the pump station is not included.
- Earthwork quantities do not include factors for shrinkage or swell.

Prepared by MACKAY & SOMPS

# RECORDING REQUESTED BY, AND

WHEN RECORDED MAIL TO:

CITY OF LATHROP ATTN: CITY CLERK 390 TOWNE CENTRE DRIVE LATHROP, CA 95330

Exempt from payment of recording fees (GC 27383)



SPACE ABOVE THIS LINE FOR RECORDER'S USE

# Irrevocable Offer of Dedication

# for Public Water Tank Site

(Central Lathrop Specific Plan)

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

THE UNDERSIGNED GRANTOR(S) DECLARE(S):	DOCUMENTARY TRANSFER TAX IS \$ 0.00 R&TC Transfer to Government Agence  ( ) computed on full value of property conveyed, or  ( ) computed on full value less liens and encumbrances remaining at time of sale.  ( ) Unincorporated area
For a valuable consideration, receipt of white LATHROP LAND ACQUISITION, LLC, a De	ch is hereby acknowledged, elaware limited liability, legal landowner "Grantor(s)",
hereby grants to CITY OF LATHROP, a Ca	lifornia municipal corporation "Grantee",

real property in City of Lathrop, San Joaquin County, State of California, described as:

\*\*\*See attached Exhibit "A" and Exhibit "B" attached hereto and made a part hereof\*\*\*

In witness whereof the undersigned have executed this instrument on this 2 day of DECEMBER 2019

Grantor(s):

LATHROP LAND ACQUISITION, LLC,

a Delaware limited liability company

By: Saybrook Fund Investors, LLC

Its: Managing Member

Jeffrey M. Wilson, Officer

CALIFORNIA ACKNOWLEDGMENT	CIVIL CODE § 118				
\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	**************************************				
A notary public or other officer completing this certificate verificate is attached, and not the truthfulness,	fies only the identity of the individual who signed the document, accuracy, or validity of that document.				
State of California  County of OAN MATEO					
On DECEMBER 2, 2019 before me, Rac	chel M. Wright, Notary Public				
personally appeared	Here Insert Name and Title of the Officer  M. WILSON				
,	Name(s) of Signer(s)				
who proved to me on the basis of satisfactory evident to the within instrument and acknowledged to me that authorized capacity(tess), and that by his/recottobers signs upon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entity				
RACHEL M. WRIGHT Notary Public - California Los Angeles County Commission # 2166324 My Comm. Expires Oct 28, 2020	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.				
Place Notary Seal and/or Stamp Above	Signature of Notary Public				
	ONAL				
	deter alteration of the document or form to an unintended document.				
Description of Attached Document Title or Type of Document:					
Document Date:	Number of Pages:				
Signer(s) Other Than Named Above:					
Capacity(ies) Claimed by Signer(s)  Signer's Name:  □ Corporate Officer – Title(s):  □ Partner – □ Limited □ General  □ Individual □ Attorney in Fact  □ Trustee □ Guardian or Conservator  □ Other:	Signer's Name: □ Corporate Officer – Title(s): □ Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other:				

Signer is Representing: \_\_

Signer is Representing:

#### **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

### **WATER TANK SITE**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF LOT 20 OF TRACT 3533, FILED FOR RECORD IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 20, THENCE ALONG THE EASTERLY LINE OF SAID LOT 20, ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 4563.00 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 66°52'00" EAST, HAVING A CENTRAL ANGLE OF 02°22'47" AND AN ARC LENGTH OF 190.84 FEET;

THENCE LEAVING SAID EASTERLY LINE AND ENTERING SAID LOT 20 THE FOLLOWING TWO (2) COURSES:

- SOUTH 6(°39'32" WEST, 150.78 FEET;
- 2. NORTH 89"4934" WEST, 205.96 FBRT, TO THE WESTERLY LINE OF \$AID LOT 20;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FOUR (4) COURSES:

- NORTH 12°00'00" WEST, 88.75 FEET;
- ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 160,00 FEET, HAVING A CENTRAL ANGLE OF 12°27'00" AND AN ARC LENGTH OF 34,77 FEET;
- 3. MORTH 90°27'00" BAST, 46.34 FEET,
- 4. ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF ISOMOFEET, FROM WHICH THE RADIUS POINT BEARS NORTH 32°58'33" WEST, HAVING A CENTRAL ANGLE OF 35°38'00" AND AN ARC LENGTH OF 92.94 FEET, TO THE NORTHWESTERLY CORNER OF SAID LOT'20;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 20 SOUTH 89°49'29" EAST, 227.29 FEET, TO THE POINT OF BEGINNING;

CONTAINING L65 ACRES MORE OR LESS.

PORTION OF APN 191-210-360

A PLAT, EXHIBIT "B", IS ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

PREPARED BY:

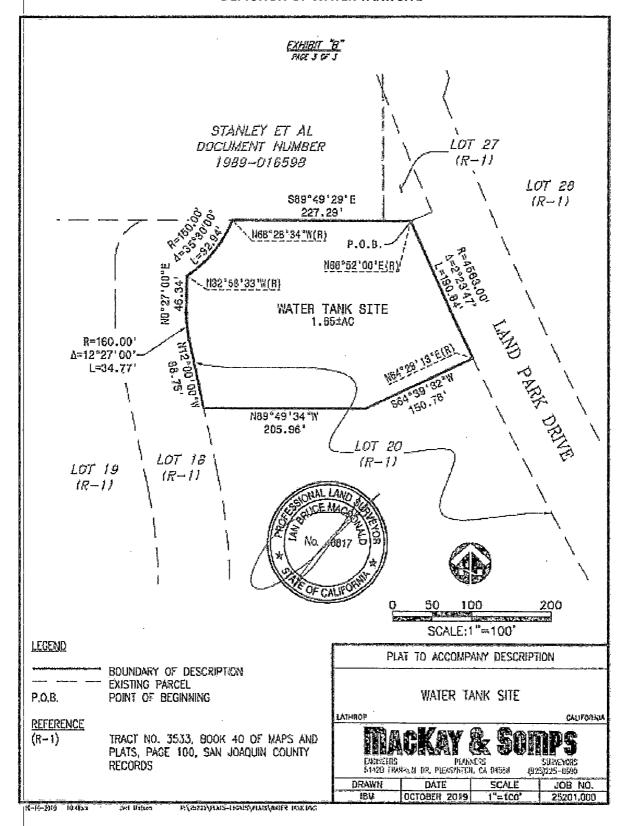
TAN BRUCE MACDONALD LICENSED LAND SURVEYOR NO. 8817 STATE OF CALIFORNIA



10/16/19 DATE

# **EXHIBIT "B"**

# **DEPICTION OF WATER TANK SITE**



# RECORDING REQUESTED BY, AND

WHEN RECORDED MAIL TO:

CITY OF LATHROP ATTN: CITY CLERK 390 TOWNE CENTRE DRIVE LATHROP, CA 95330



ATTACHMENT F

Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# Irrevocable Offer of Dedication

# for Public Neighborhood Parkland

# Central Lathrop Specific Plan

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED. THE UNDERSIGNED GRANTOR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX IS \$ 0.00 R&TC Transfer to Government Agency ( ) computed on full value of property conveyed, or ( ) computed on full value less liens and encumbrances remaining at time of sale. ( ) Unincorporated area ( X ) City of Lathrop For a valuable consideration, receipt of which is hereby acknowledged, LATHROP LAND ACQUISITION, LLC, a Delaware limited liability company, legal landowner "Grantor(s)", hereby grants to CITY OF LATHROP, a California municipal corporation "Grantee", real property in City of Lathrop, San Joaquin County, State of California, described as: \*\*\*See attached Exhibit "A" and Exhibit "B" attached hereto and made a part hereof\*\*\* In witness whereof the undersigned have executed this instrument on this 2 day of DECEMBER Grantor(s): LATHROP LAND ACQUISITION, LLC, a Delaware limited liability company By: Saybrook Fund Investors, LLC

Its: Managing Member

Jeffrey M. Wilson, Officer

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CIVIL CODE § 1189

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A notary public or other officer completing this certificate verifito which this certificate is attached, and not the truthfulness,	ies only the identity of the individual who signed the document accuracy, or validity of that document.				
State of California County of SAN MATEO					
on DECEMBER 2, 2019 before me, Rac	hel M. Wright, Notary Public				
Date  Dersonally appeared	Here Insert Name and Title of the Officer  M. WILSON				
· · · · · · · · · · · · · · · · · · ·	Name(s) of Signer(s)				
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/Nex/thusir signal upon behalf of which the person(s) acted, executed the	ature(st) on the instrument the person(st), or the entity				
RACHEL M. WRIGHT  Notary Public - California  Los Angeles County  Commission # 2166324  My Comm. Expires Oct 28, 2020	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.				
Place Notary Seal and/or Stamp Above	Signature of Notary Public  ONAL				
Completing this information can d	deter alteration of the document or form to an unintended document.				
Description of Attached Document Title or Type of Document:					
Document Date:	Number of Pages:				
Signer(s) Other Than Named Above:					
Capacity(ies) Claimed by Signer(s)					
Signer's Name: Corporate Officer — Title(s): Partner — □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other: Signer is Representing:	☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:				

# **EXHIBIT "A"**

# **LEGAL DESCRIPTION**

# **PUBLIC NEIGHBORHOOD PARKLAND**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, BEING LOT 6 OF TRACT 3789, FILED FOR RECORD IN BOOK 42 OF MAPS AND PLATS, AT PAGE 99, SAN JOAQUIN COUNTY RECORDS

# END OF DESCRIPTION

PREPARED BY:

IAN BRUCE MACDONALD LICENSED LAND SURVEYOR NO. 8817

STATE OF CALIFORNIA

LAND 

DATE

11/18/19

CML ENGINEERING - IAND PLANISHS - IAND SURVEYING 51 42 Frontin Dove Salte B, Prenscribn, CA. 94580-3358 (206) 225 0400 B

THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED THE UNDERSIGNED, DO HERBEY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE DISTINCTURE BURDER LINE OF THE HERBEN EMBEDDE FIRMAL MAP ENTILED TRACT NO. 3789 SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING CONSISTING OF SIX (6) SHEETS, THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY NUMBER WITH THEIR PRECISE LENGTH AND WIDTH.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF LATHROP IN FEE FOR PUBLIC RIGHT OF WAY PURPOSES:

1. THE REAL PROPERTY DESIGNATED ON SAID MAP AS "LOT A".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF LATHROP AS FASEMENTS FOR PUBLIC PURPOSES

.A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RICHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES, AND CONDUITS AND 'THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP MARKED PUBLIC UTILITY EASEMENT' (PUE).

THE UNDERSIONED DOES HEREBY RELEASE, EXTINGUISH, QUITCLAIM AND REMOVE THE 20' PRIVATE ACCESS AND UTLITY EASEMENT OVER LOT 22 FOR THE BENEFIT OF LOT 25 AS SHOWN ON TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PACE 100, SAN JOAQUIN COUNTY RECORDS.

THE AREAS DESIGNATED AS "PRIVATE ACCESS AND UTILITY EASEMENT" (PAUE) AS SHOWN UPON SAID MAP ARE NOT HEREBY DEDICATED FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVAL FOR THE PURPOSE OF PRIVATE WORRESS AND ECRESS AND ALL PRIVATE UTILITIES, INCLUDING ALL RELATED APPURTENANCES THERETO FOR THE BENEFIT OF THE ADJACENT LOTS. SAID "PRIVATE ACCESS AND UTILITY EASEMENT (PAUE) SHALL AUTOMATICALLY IERMINATE UPON THE ACCEPTANCE BY THE CITY OF LATHROP OF A FUTURE DEDICATION OF PUBLIC STREET OVER THAT AREA COINCIDENT WITH THE "PRIVATE ACCESS AND UTILITY EASEMENT" (PAUE)

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL WATER RIGHTS ARE DEDICATED TO THE CITY OF LATROP, THAT THE UNDERSIGNED MAY HAVE, WITHIN THE DISTINCTIVE BOTROET LINE UPON THIS MAP.

THIS MAP SHOWS ALL EASEMENTS OF RECORD ON THE PREMISES

OWNER: LATHROP LAND ACQUISITION LLC. A DELAWARE LIMITED LIABILITY COMPANY

PRINTED NAME: JEFFENM. WILSON Churchi OFFICER TITLE: 8-11-2011 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 TRUTHFULUESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF \_\_\_\_\_\_\_\_

ON THE PERSON WHOSE NAME IS SUBSCRIED TO THE WHITH INTERUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE WITHIN INSTRUMENT AND WHICH THE PERSON OF THE INSTRUMENT AND WHICH THE PERSON OF EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

SIGNATURE Α. PUBLIC IN AND FOR SAID COUNTY AND STATE PRINCIPAL PLACE OF BUSINESS: 5142 Franklin brill B. Pleasanton, CA 94598 October 110, 2019 COMMISSION EXPIRES: 2130417 COMMISSION # OF NOTARY:\_

P:\25213\SRY\WAFFHIG\FW-3784\FH-01-3784.0\

Lung La

# FRACT 3789

SUBDIVISIONS OF SAN JOAQUIN COUNTY STANFORD CROSSING

A SUBDIVISION OF LOTS 21 THNOUGH 25, AND A PORTION OF LOT 26, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, HANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN CITY OF LATHROP

# SAN JUAQUIN COUNTY, CALIFORNIA **MACKAY & SOMPS**

HOUSE DR. PLEASHICH LA MASSA (625)255-COM JULY, 2017



VICINITY MAP

#### 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 REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED OR CONDITIONALLY APPROVED OR CONDITIONALLY APPROVED OF THE CHARACTER AND COCUPY THE POSITIONS INDICATED BEFORE SAID FINAL MAP MICHOEVER ARE ACCEPTED BY THE CITY OF CHARACTER AND COCUPY THE POSITIONS INDICATED BEFORE SAID FINAL MAP IMPROVEMENTS ARE ACCEPTED BY THE CITY OF CHARACTER AND THAT SAID MONUMENTS WILL BE SUPFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

1074 DAY OF AUGUST 2017. IAN BRUCE MACDONALD REGISTRATION EXPIRES: 12-31-2017



#### RIGHT TO FARM STATEMENT:

PER CITY OF LATHEOP CODE OF ORDINANCES. TITLE 15 CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROFERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN. THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESCIOLES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE SUBJECT TO INCONVENIENCE OR DISCOMPORT ASISTING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND OPERATIONS, YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMPORT ASISTING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICODES AND FROM OTHER AGRICULTURAL WORTH THE AGRICULTURAL WORTH OF THE AGRICULTURAL WORTH PROPERTY OF THE AGRICULTURAL WORTH PROPERTY OF CORPORATION, PROPERTY OF CORPORATION, AND OTHER AGRICULTURAL WORTH PROPERTY OF THE AGRICULTURAL WORTH PROPERTY WHICH MAY CHEMICAL WORTH PROPERTY WHICH MAY CHEMICAL WORTH PROPERTY. THE AGRICULTURAL OF CROPS AND ANIMALS FROM DEPRESABLE OF CORPORATION OF THE AGRICULTURAL OF T NORMAL AND NECESSARY ASPECTS OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

#### STATEMENT OF SOILS REPORT:

A SOILS REPORT ENTITLED, "GEOTECHNICAL SERVICES REPORT, CENTRAL LATHROP SPECIFIC PLAN PHASE 1 INFRASTRUCTURE LATHROP, CALIFORNIA PROLECT NO. 5747.5.003.02. AND DATED OCTOBER 24, 2005, HAS BEEN PREPARED FOR THIS PROLECT BY ENGEO INCORPORATED, MARK M. GILBERT, P.E., G.E., AND IS ON FILE WITH THE CITY OF LATHROP.

#### CITY ENGINEER STATEMENT:

I, GLENN GEBHARDT, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF TRACT NO. 3789, SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING AND THAT THE SUBDIVISION SHOWN HEREON IS QUESTANTALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, I FURTHER STATE THAT THIS FINAL MAP COMPLES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHINGP AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 18th DAY OF September, 2017.

ALLWA ALST ACE 34681
GLENN CEBHARDT, R.C.E. 34681
GITY ENGINEER OF THE
GITY OF LATHROP, CALIFORNIA



#### CITY SURVEYOR'S STATEMENT:

I, ANNE-SOPHIE TRUONG, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT NO. 3789, SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING' AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY

23 rd Day of \_ ANG UST

TRUONG, LS NO. 8998 ACTING CITY SURVEYOR



#### CITY CLERK'S STATEMENT:

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT NO. 

SAID COUNCIL ALSO, PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT THE CITY OF LATHROP DOES HEREBY ABANDON AND VACATE IN IT'S ENTRETY THE FOLLOWING:

THE ACCESS EASEMENT DESCRIBED AS PARCEL B IN DOCUMENT NUMBER 2013-038108, SAN

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. DAY OF SEPTEMBER.

TUNCO ANTONO NERESA YARGAS
CITY CLERK AND 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. 3789 APPROVED BY THE PLANNING COMMISSION ON THE 18TH DAY OF DECEMBER, 2013.

18th THIS DAY OF Segularities

Schnicht

SECRETARY OF THE PLANNING COMMISSION

Doc H: 2017-108694 09/20/2017 01:11:41 PM Pago: 1 of G Fee: 324,63 Steve J. Bestufarides Can Joaquin County Recorde Paid By: Shown Un Document 

COUNTY RECORDER'S STATEMENT:

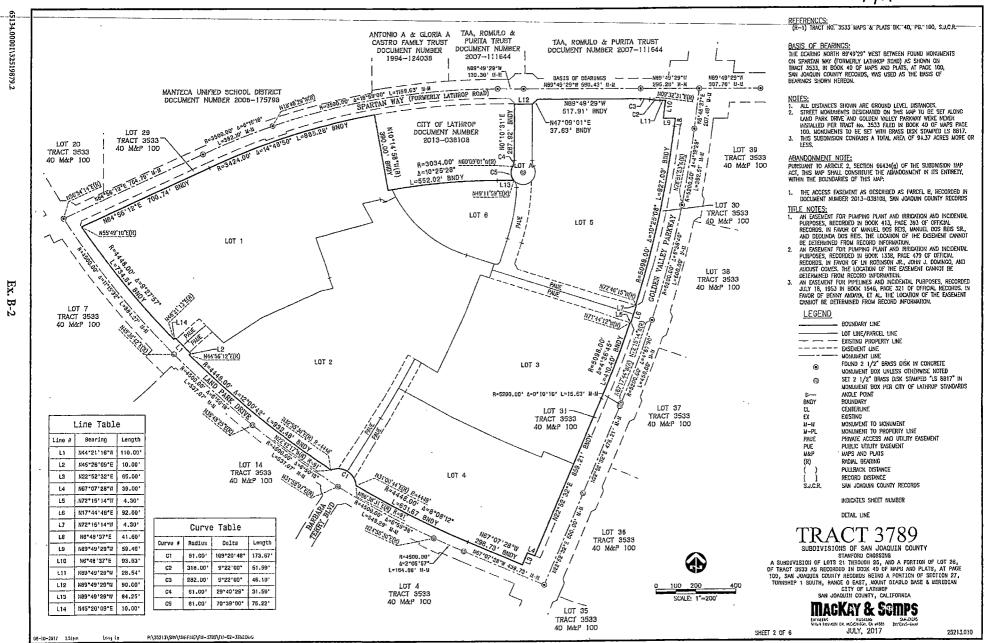
EP , 2017, AT 1: 11 p.M. IN BOOK 422 OF FILED THIS 20 DAY OF SEP FEE: 12400 First Armercan Title Co.

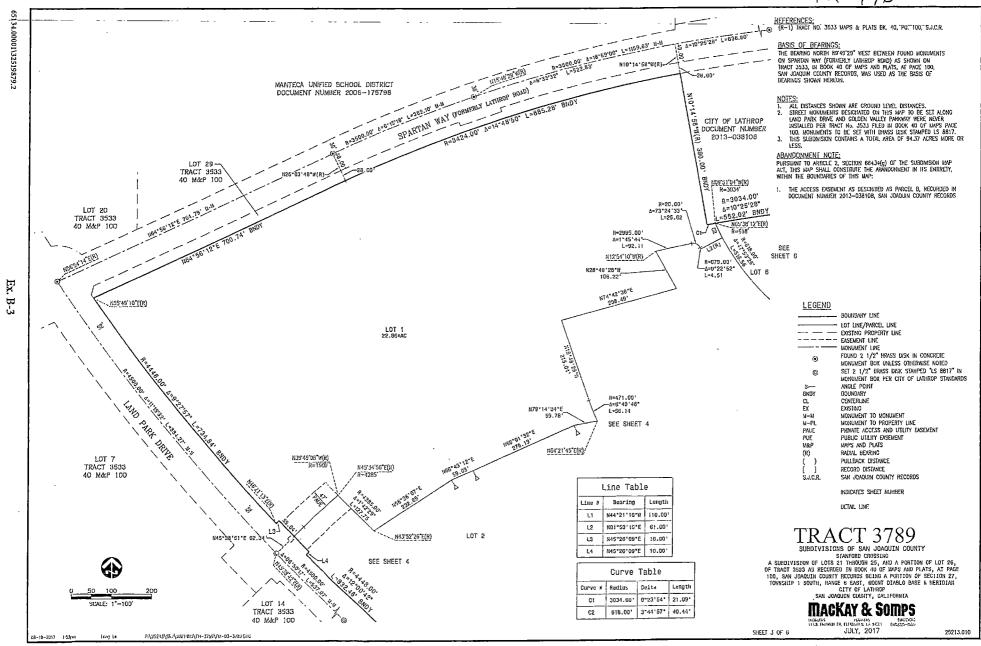
Steve J. Bestolarides STEVE J. BESTOLARIDES ASSESSOR-RECORDER - COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA

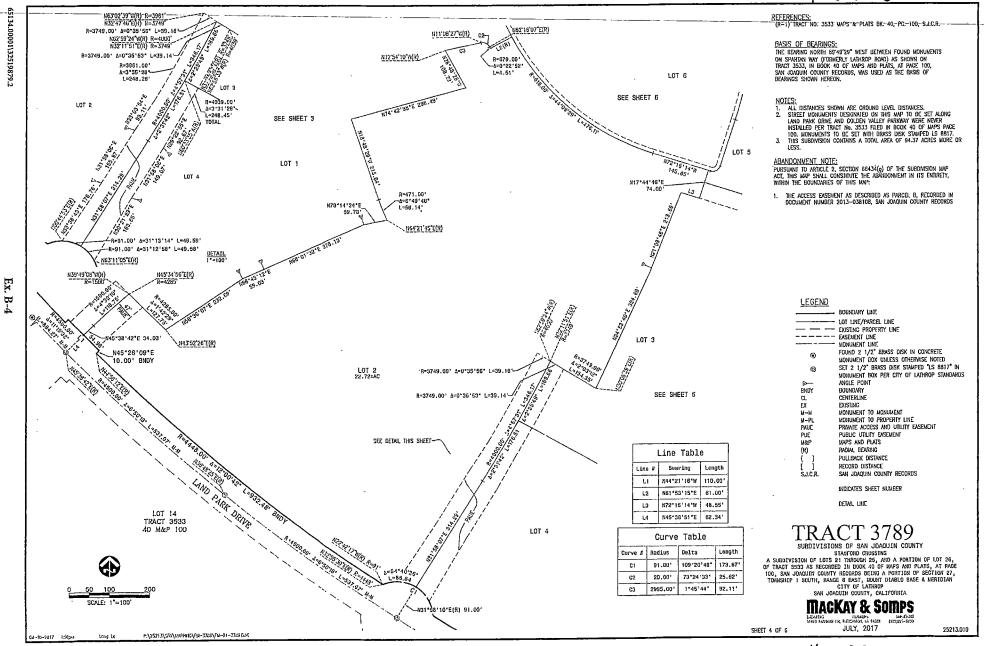
BY: Patricia asunción ASSISTANT/DEPUTY RECORDER

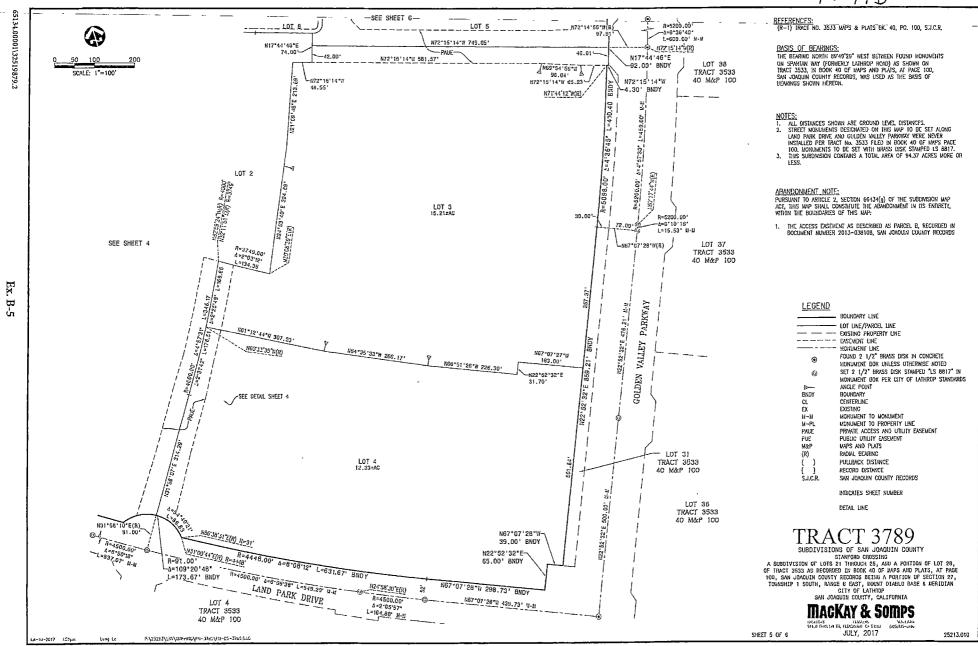
SHEET 1 OF B

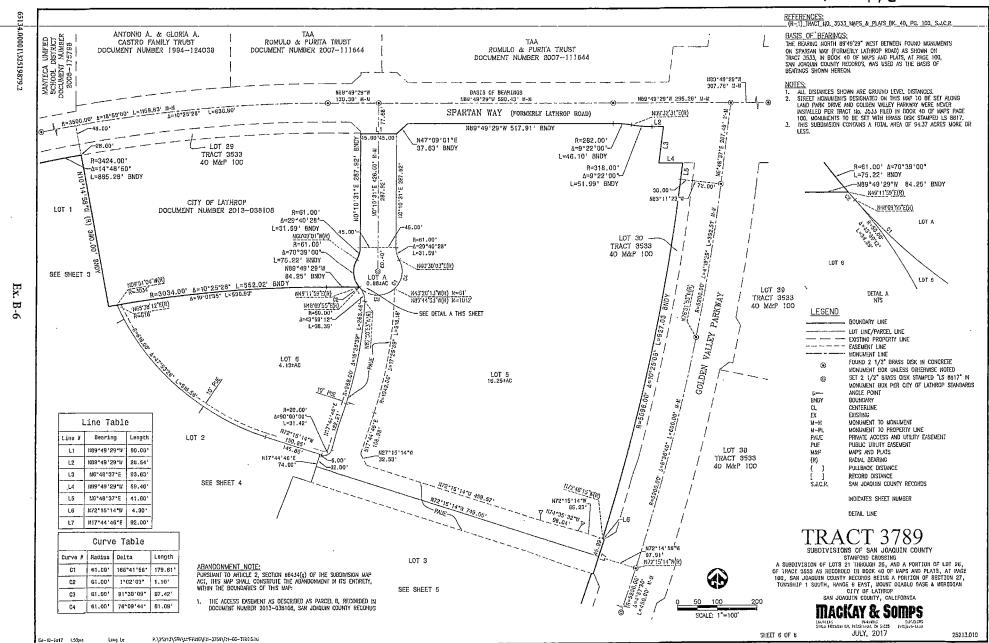
25213.010











December 9, 2019

# Via Email and First Class Mail

First American Title Company 4750 Willow Road, Suite 100 Pleasanton, CA 94588 Attn: Tammi Buna

Re: Recordation of 5 Final Maps:

Tract 3808; Escrow No. 3808MAP
Tract 3809; Escrow No. 3809MAP
Tract 3810; Escrow No. 3810MAP
Tract 3811 Escrow No. 3811MAP
Tract 3812 Escrow No. 3812MAP

# Dear Tammi:

This letter constitutes the joint escrow instructions ("*Escrow Instructions*") of Lathrop Land Acquisition, LLC, a Delaware limited liability company and Saybrook CLSP, LLC, a Delaware limited liability company (collectively "Developer"), and the City of Lathrop ("*City*") in connection with the above-referenced escrow (the "*Escrow*"). The Escrow was opened in connection with recordation of the above-referenced final maps (the "*Final Maps*"). Recordation of the Final Maps 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 Closings

The Final Maps will be recorded at the time designated by Developer as set forth below. The Final Maps can only be recorded after the City has approved the maps in writing. The closing date for the Transaction is intended to occur by January 31, 2020, at the time designated in writing by Developer, subject to satisfaction of the conditions set forth below (each, a "*Closing*"). If the Final Maps have not been recorded by January 31, 2020, FATCo will return the Final Maps to the City.

# B. Recordation Documents

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

- B1. Five original Final Maps for Tract 3808, 3809, 3810, 3811, and 3812, executed and acknowledged by the City.
  - B2. Development Agreement Partial Termination Notice for each Final Map

- B3. Termination Notice of DFIA 17-01: Deferred Frontage Improvement Agreement for Street Improvements on Golden Valley Parkway, Spartan Way, and Land Park Drive (APN 191-210-13, 191-210-16, 191-210-24, 191-210-25, 191-210-37)
- B4. Irrevocable Offer of Dedication for Public Neighborhood Parkland Central Lathrop Specific Plan
- B5. Irrevocable Offer of Dedication for Public Water Tank Site (Central Lathrop Specific Plan)

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

# C. Funds and Settlement Statement

You also have received, or will receive from Developer, 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 Developer and City (the "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 Developer.

- C.1 Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Maps, in accordance with the wire transfer instructions for each entity attached hereto:
- a. The amount payable to the City pursuant to that certain Agreement to Settle Threatened Litigation Regarding the Central Lathrop Specific Plan (as amended, the "Sierra Club Agreement"), outlined in the table below, is to be transferred to the City upon recordation of the Final Maps. The City's wire instructions are attached.

Tract	Acreage	Cost/Acre	Total Fee
3808	22.86	\$4,342.00	\$99,258.12
3809	22.72	\$4,342.00	\$98,650.24
3810	15.21	\$4,342.00	\$66,041.82
3811	12.33	\$4,342.00	\$53,536.86
3812	16.25	\$4,342.00	\$70,557.50
Totals			\$388,044.54

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(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to (a) Jeff Wilson (jwilson@saybrookfundadvisors.com); (b) Scott Bayliss (sbayliss@saybrookfundadvisors.com); (c) Seth Merewitz (seth.merewitz@bbklaw.com)

- (d) Stephen Salvatore (ssalvatore@ci.lathrop.ca.us); (e) Salvador Navarrete (snavarrete@ci.lathrop.ca.us; (f) Cari James (cjames@ci.lathrop.ca.us); and (g) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Jeff Wilson and Stephen Salvatore or Glenn Gebhardt 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 and all other documents described herein as being held by you or delivered to you have been received by you, and have been fully executed and, where applicable, acknowledged, you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;
- D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement, and complete the Transaction in compliance with these Escrow Instructions;
- D.5. You have delivered a copy of these instructions, executed by an authorized signatory of FATCo with authority to bind FATCo, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Jeff Wilson, Seth Merewitz and Glenn Gebhardt at the email addresses set forth above.
- D.6. You have received confirmation (by email or other writing) from Jeff Wilson and Stephen Salvatore or Glenn Gebhardt 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 5 Final Maps in the Official Records.
- E.3. Record the Development Agreement Partial Termination Notice for all 5 Final Maps.
- E.4. Record the Termination Notice of DFIA 17-01: Deferred Frontage Improvement Agreement for Street Improvements on Golden Valley Parkway, Spartan Way, and Land Park Drive (APN 191-210-13, 191-210-16, 191-210-24, 191-210-25, 191-210-37)
- E.5. Record the Irrevocable Offer of Dedication for Public Neighborhood Parkland Central Lathrop Specific Plan
- E.6. Record the Irrevocable Offer of Dedication for Public Water Tank Site (Central Lathrop Specific Plan)
  - E.7. Pay the costs associated with the Transaction.

E.8. Refund any funds delivered to you by Developer that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

Lathrop Land Acquisition, LLC 303 Twin Dolphin Dr., Suite 600 Redwood Shores, CA 94065 Attn: Jeff Wilson

- E.9. Notify Jeff Wilson, Scott Bayliss, Seth Merewitz, and Stephen Salvatore and Glenn Gebhardt of the completion of the Transaction;
- E.10. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier, to (1) Jeff Wilson, Lathrop Land Acquisition, LLC, 303 Twin Dolphin Dr., Suite 600, Redwood Shores, CA 94065; and (2) Sal Navarrete, City Attorney, 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 an electronic copy of the Recordation Documents: and
  - (B) a certified copy of the final Settlement Statement.

# F. Additional Instructions

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

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages 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,

Owner: LATHROP LAND ACQUISITION, LLC By: SAYBROOK FUND INVESTORS, LLC

Its: MANAGING MEMBER

Jeffrey M. Wilson	
Officer	
Onlock	
Owner: SAYBROOK CLSP, LLC By: SAYBROOK FUND INVESTORS, LLC Its: MANAGING MEMBER	· .
Jeffrey M. Wilson Officer	
CITY OF LATHROP	APPROVED AS TO FORM:
	/ -
. ·	5
Stephen J. Salvatore	Salvador V. Navarrete
City Manager	City Attorney
ESCROW INSTRUCTIONS	
ACKNOWLEDGEMENT AND AGREEMENT	•
Receipt of the foregoing Escrow Instructions	•
acknowledged. The undersigned agrees, for	
in strict accordance with these Escrow Instru	
warrants to Developer and the City that the t	_
Acknowledgement and Agreement, for itself,	, and on benail of PATCo.
First American Title Company	
	•
By:	
ILS:	
Date:	

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